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, November 12, 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 November 12, 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	Absent	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Samuel A. Alba	Town of Amherst	Interim Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Daniel J. Ulatowski	Town of Amherst	Assistant Planning Director/ZEO	Present	
Christopher P. Schregel	Town of Amherst	Traffic-Safety Coordinator	Present	

V. MINUTES APPROVAL

1. Monday, October 28, 2024

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2024-898

Audubon Community Stop Sign Installations

A public hearing 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."

11/12/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was opened at 7:49 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was closed at 7:54 PM.

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0.

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

2. Resolution 2024-899

Parking Restrictions on Local Roadways Surrounding Royal Park

A public hearing 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."

11/12/2024

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was opened at 7:03 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

The following residents spoke:
Michael Zimmerman, 192 E Royal Pkwy
Don Smith, 201 N Long St
Kimberly Gabel, 41 Presidents Walk
Tony DelGobbo, 72 Lafayette Blvd
Chris Gray, 163 E Royal Pkwy
Jeff Danner, 206 E Royal Pkwy
Brian Maley, 268 E Royal Pkwy
Jina Gentry, 65 Bissell Dr
Matt Plunkett, 299 Northill Dr
Bob Drdul, 92 Chateau Ter
Lynn Gray, 163 E Royal Pkwy
Jane Cox, 4584 Harlem Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was closed at 7:48 PM.

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0.

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

3. Resolution 2024-900

Special Use Permit for Tier III Solar Energy System at 1050 New Road

Public hearing regarding the construction of a Tier III Solar Energy System at 1050 New Road.

11/12/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was opened at 7:55 PM.

Attorney Matt Dubois presented.

The following residents spoke:
Richard Steen, 3271 Hopkins Rd
Mary Phillians, 1065 New Rd
Vincent Phillians, 1065 New Rd
Rebecca York, 1105 New Rd
Don Smith, 201 N Long St
Matt Plunkett, 299 Northill Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the December 2nd Town Board meeting, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was adjourned at 8:31 PM.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 12/2/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Berger, Szukala	
ABSENT:	Lavin, Marinucci	

4. 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.

11/12/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was opened at 8:32 PM.

Dan Ulatowski, Assistant Planning Director, presented.

The following speaker addressed the Town Board:
Don Smith, 201 N Long St

There were no further speakers from the public, therefore Supervisor moved to adjourn the hearing and set a decision date for December 2nd Town Board meeting, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was adjourned at 8:41 PM.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 12/2/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Berger, Szukala	
ABSENT:	Lavin, Marinucci	

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2024-901

SEQR Determination (Location 46, 54, 60, 68, 74 & 84 South Linden Street, BCPA-2023-02)

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality

Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning decisions, Comprehensive Plan amendments, and adoptions of local laws, and be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a Bicentennial Comprehensive Plan amendment at 46, 54, 60, 68, 74 & 84 South Linden Street and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

11/12/2024

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0.

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

2. Resolution 2024-210

Adoption of Resolution to Amend the Bicentennial Comprehensive Plan - 46, 54, 60, 68, 74 & 84 South Linden Street

WHEREAS, the Amherst Town Board has considered reviews of the proposed amendment to the Bicentennial Comprehensive Plan by Town Departments including Building, Engineering, Planning, Town Attorney, Traffic/Safety Board, Fire Chiefs' Association, Right-of-Way Agent and Planning Department as it pertains to the Conceptual Land Use Plan that have been undertaken, and

WHEREAS, pursuant to NYS Town Law Sec. 272-a, the Town Board has reviewed and does not concur with the findings of the Planning Board as stated in their resolution of January 18, 2024 that the proposed change in land use designation from Single Family Residential to Mixed Residential at 46, 54, 60, 68, 74 & 84 South Linden Street is inconsistent with the adopted Bicentennial Comprehensive Plan, as amended, and

WHEREAS, the Town Board finds that the proposed land use is consistent with the various forms and densities of residential uses along Wehrle Drive and the surrounding area, and is consistent with many of the objectives of Chapter 8 -Housing and Neighborhoods of the Bicentennial Comprehensive Plan, now therefore be it

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

RESOLVED, that in accordance with NYS Town Law Sec. 272-a, the Town Board amends the Bicentennial Comprehensive Plan as it pertains to the Conceptual Land Use Plan for 2.4± acres of land from Single Family Residential to Mixed Residential at 46, 54, 60, 68, 74 & 84 South Linden Street.

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

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

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

Jeff Palumbo, Esq. presented.

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

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

6/24/2024
Supervisor Kulpa made a motion to adjourn to the July 22nd meeting per the petitioner's request, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

7/22/2024
Supervisor Kulpa made a motion to adjourn to the August 19th meeting per the petitioner's request, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

8/19/2024
Supervisor Kulpa made a motion to adjourn to the November 12th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

11/12/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0.

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

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. **9/11 Commemoration Committee**

   Membership is unlimited.

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

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

4. **Amherst Conservation Advisory Council (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**
    Membership is full.

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. Speakers will be limited to 3 minutes.

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0. Public Expression was opened at 8:42 PM.

The following speakers addressed the Town Board:
Andrea Morgante, 253 Woodshire Ct - Amherst Gov't Financial Advisory Board meetings
Jane Cox, 4584 Harlem Rd - 2025 budget
Jina Gentry, 65 Bissell Dr - migrants
Tom Frank, Main St - Amherst Central Park
Christine Koziol, 59 Kingswaye Dr - project at 166 Klein Road
Dennis Szywala, 31 Bentley Ct - project at 166 Klein Road
Matt Plunkett, 299 Northill Dr - boards and committees
Don Smith, 201 N Long St - Resolution 2024-903
Bob Drdul, 92 Chateau Ter - 22 Chateau Ter regarding the garage

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 3-0. Public Expression was closed at 9:13 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

1. Resolution 2024-902

Knox Upgrades and Fire Investigation Equipment

WHEREAS, to increase access to properties for emergencies KNOX locks are important to gain access without causing additional property damage and security, situational awareness cameras (Thermal Imaging Camera) are utilized in the process of investigating fires; and

WHEREAS, the Amherst Fire Safety Division administers the KNOX program and in an effort to maintain safety and security for businesses in the Town of Amherst; and

WHEREAS, the Amherst Town Fire Safety Division fire/emergency Situational Awareness Camera (Thermal Imaging Camera) is necessary; and

WHEREAS, the Amherst Fire Safety Division also responds to various types of Emergency related incidents and provide a high level of safety and professionalism in performing our assigned duties as the Fire Inspectors.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the purchase of KNOX equipment and fire investigation items from Avoidable Alarm Fund T-2999.4002.

11/12/2024
Consent

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

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2024-903

Buffalo Niagara Heritage Village (BNHV) MOU - CRS #5141

AGENDA ITEM : NOVEMBER 12th, 2024

TO: **Town Board**

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

DATE: **November 6, 2024**

RE: **BNHV MOU - CRS #5141**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:nmb:hs

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - November 12, 2024**)

11/12/2024
Consent

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

2. Resolution 2024-904

Amended and Restated Land Lease Agreement (Up State Cellular, Co., L.L.C. - CRS #5156)

AGENDA ITEM : NOVEMBER 12th, 2024

TO: **Town Board**

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

DATE: **November 6, 2024**

RE: **Amended and Restated Land Lease Agreement (CRS #5156)**
Between the Town of Amherst and Up State Tower Co., L.L.C.
Location: 1042 North Forest Road, Williamsville, New York 14221
Location: 4845 Millersport Highway, East Amherst, New York 14051

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - November 12, 2024**)

11/12/2024
Consent

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

3. Resolution 2024-905

Authority to Commence Surplus Money Proceeding (935 Casey Road)

AGENDA ITEM : NOVEMBER 12TH, 2024

TO: **Town Board**

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

DATE: **November 6, 2024**

RE: **Authority To Commence Surplus Money Proceeding**
***935 Casey Road (East Amherst, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 935 Casey Road, New York 14051. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

SAA:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - November 12, 2024**)
Laurie Stillwell, Director of Community Development

11/12/2024
Consent

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

4. Resolution 2024-906

Issuance of Highway Work Permit (CRS# 5151)

AGENDA ITEM : NOVEMBER 12TH, 2024

TO: **Town Board**

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

DATE: **November 7, 2024**

RE: **Issuance of Highway Work Permit (CRS# 5151)**

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

RESOLVED, that pursuant to Highway Law §149, the Town Supervisor is authorized to execute the attached permit for utility work to be done on N. Bailey Avenue, pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - November 12, 2024**)
Steven E. Floss, Highway Superintendent (*w/o attachment)*
Kurt Stanley, Deputy Highway Superintendent (*w/o attachment)*

11/12/2024
Consent

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

B. TOWN CLERK:

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

1. Resolution 2024-907

Approve Contract for VSP Graphic Group CRS #5136

Request the supervisor to sign an agreement with VSP Graphic Group for graphic work at the Central Alarm Office.

11/12/2024
Consent

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

F. COMPTROLLER:

1. Resolution 2024-908

Budget Transfers and Amendments

For November 12, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 11/6/2024
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:***
A1681.4090 IT - Professional Services $12,500.00	A1681.1000 Personal Services $5,902.32 A1681.1200 OT $3,146.29 A1681.1850 Lump Sum Retirement $2,563.10 A1684.8030 FICA $888.29

To transfer funds to cover retirement lump sums and transfer of employee from another department.

A3641.1000 Emerg Serv- Personal Svcs $40,170.21
A3641.1200 Overtime $859.98
A3641.4025 Print/Adv/Lease $316.06
A3641.4060 Telephone $328.76
A3641.4120 Training & Edu $159.00
A3641.4310 Gas & Oil $39.74
A3641.4410 Public Safety & Med Supply $1,795.62
A3641.8030 FICA $2,936.94
A3641.8050 Hos & Med Ins. $15,185.08
A3641.8051 Dental $109.30
A3641.8052 Vision $48.30
A3121.1000 Police- Personal Services $105,596.93
A3121.8030 Police - FICA $8,078.16

A3649.1000 ARPA- Personal Svcs $145,767.14
A3649.1200 Overtime $859.98
A3649.4025 Print/Adv/Lease $316.06
A3649.4060 Telephone $328.76
A3649.4120 Training & Edu $159.00
A3649.4310 Gas & Oil $39.74
A3649.4410 Public Safety $1,795.62
A3649.8030 FICA $11,015.10
A3649.8050 Hos & Med Ins. $15,185.08
A3649.8051 Dental $109.30
A3649.8052 Vision $48.30

To transfer funds to recognize revenue loss for ARPA.

N2224.1000 AMH CDBG- Personal Svcs $4,676.13
N2224.1853 Sick Incentive $280.37
N2224.8010 St Retirement $1,883.53
N2224.8030 FICA $773.29

N2224.1300 Longevity $1,867.13
N2224.4050 Mileage $2,384.50
N2224.4420 Uniform & Shoes $146.13
N2224.8050 Hospital & Med Ins $2,900.27
N2224.8051 Dental $311.38
N2224.8052 Vision $3.91

To clean up budget accounts for CDBG.

A7250.4110 Audubon - Contractual $35,000 A7250.9000 Interfund Transfer $35,000
To transfer funds from Audubon Golf into KP2333 Audubon Golf Course Improvements for the range.

D5130.2600 HWY Machinery - Equipment $1,779.46 D5130.9000 Interfund Transfers $1,779.46
To transfer funds from D5130 into KP2341 Highway Equipment for CRS# 5148 Stainless Steel Dump Bodies.

BUDGET AMENDMENTS - 2024

INCREASE: ***INCREASE:***

KP2306.02089 Erie County Grant $311,205.00 KP2306.4972 Construction $311,205.00
To setup budget for Erie County Grant, CRS# 4887, Pedestrian and Bicycle Improvements, Phase 5, Inter municipal agreement.

KP2333.05031 Interfund Transfers $35,000 KP2333.4972 Construction $35,000
To transfer funds from A7250 Audubon Golf into KP2333 Audubon Golf Course Improvements for the range.

KP2341.05031 Interfund Transfers $1,779.46 KP2341.2250 Trucks, Tractors, Trailers $1,779.46
To setup budget for interfund transfer from D5130 into KP2341 Highway Equipment for CRS# 5148 Stainless Steel Dump Bodies.

11/12/2024
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2024-909

Award Bid #2024042 Stainless Steel Dump Bodies - CRS #5148

WHEREAS, the Contract Compliance and Administration Department received bids on October 24, 2024 for Stainless Steel Dump Bodies; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Valley Fab & Equipment, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Valley Fab & Equipment, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we need to get them on order as soon as possible due to the long lead time.

11/12/2024
Consent

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

2. Resolution 2024-910

Award OGS Mini Bid #2024048 Ford Bronco for Facilities Dept. - CRS #5153

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2024048 through NYS OGS for the purchase of one (1) 2024 or newer Ford Bronco Sport Big Bend; and

WHEREAS, bids were received from 6 vendors as per the attached Bid Tabulation Form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Mini-Bid be awarded to C. Basil Ford Inc. for their low bid of $29,173.02; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with C. Basil Ford Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we need to order the vehicle as soon as possible due to the lead time.

11/12/2024
Consent

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

3. Resolution 2024-911

Short Term Extension for Bid #2022028 Truck & Heavy Equipment Parts & Repair - CRS #5158, 5159, 5160, 5161, 5162 & 5163

WHEREAS, the contracts for Bid #2022028 Truck & Heavy Equipment Parts & Repair will be expiring on November 16, 2024; and

WHEREAS, a formal bid was issued to replace this contract, however, the results are still under review;

NOW THEREFORE, BE IT RESOLVED, the Town Board approves the short term extension of the contracts with the following vendors:

Baschmann Services, Inc. - CRS #5158
D&W Diesel, Inc. - CRS #5159
Alta Equipment - CRS #5160
Regional International - CRS #5161
Fleet Maintenance, Inc. - CRS #5162, and
Five Star Equipment, Inc. - CRS #5163; and

BE IT FURTHER RESOLVED, as per the Short Term Extension verbiage in the original bid, these extensions will be for a three-month period, and will expire when a replacement contract is issued; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extensions with the above referenced companies; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System so Town departments are not without a valid contract.

11/12/2024
Consent

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

H. COURT:

1. Resolution 2024-912

Brenda Walck - Court Reporting Services - CRS ID #5119

Brenda K. Walck - Court Reporting Services - CRS ID #5119. Please authorize the Supervisor to sign this contract between Brenda K. Walck and Amherst Town Court for Court Reporting Services. This contract CRS ID #5119 has been successfully routed through the Contract Routing System.

11/12/2024
Consent

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

2. Resolution 2024-913

Elizabeth Jernigan - Court Reporting Services - CRS ID #5120

Elizabeth A. Jernigan - Court Reporting Services - CRS ID #5120. Please authorize the Supervisor to sign this contract between Elizabeth A. Jernigan and Amherst Town Court for Court Reporting Services. This contract CRS ID #5120 has been successfully routed through the Contract Routing System.

11/12/2024
Consent

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

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2024-914

Proposal for Installation of Seven (7) Fire Hydrants 4300 Millersport Highway SP-2022-03_A TOA Job No: 2005.114A

We are hereby requesting authorization to have seven (7) additional fire hydrants installed by the developer associated with the above development.

The Erie County Water Authority requires the installation of seven (7) fire hydrants at the above location during the course of construction to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. The hydrants will become property of the Town of Amherst. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to issue final approval of the referenced hydrants. The Town is to pay the annual maintenance fee of $160.80 each for a total of $1,125.60.

May we have your approval for the installation of seven (7) additional fire hydrants?

11/12/2024
Consent

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

2. Resolution 2024-915

Change Order No. 01- SU – Louis Del Prince & Sons, Inc. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5100

We respectfully request your consideration for the approval of this resolution authorizing the Supervisor to sign the referenced Change Order, which proposes an increase to this overall contract by $126,151.74. This adjustment will address perimeter safety and sound attenuation concerns raised by adjacent residents through the installation of an additional 1,500 linear feet of 8-foot stockade fencing. Additionally, we plan to install further fencing and a sidewalk along Queen Place Rd. to enhance pedestrian safety and access to the park from the neighborhood.

Lastly, it is important to note that the existing onsite storm line was found to be damaged prior to construction, necessitating further corrective actions and associated costs. Funding for this added expense is available within the project account KP2303.4972.

Thank you for your attention to this matter. We believe these improvements will significantly benefit the community.

11/12/2024
Consent

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

3. Resolution 2024-916

Award of Bid Audubon Golf Course Driving Range Netting Improvement TOA Project No. 2000.085I

The existing driving range safety netting, installed in 2010, has deteriorated and requires replacement. A new system has been designed to replace the current 450 linear feet of 30-foot-tall netting with an upgraded system featuring 1,400 linear feet of new poles and nets at heights of 40 and tapering to 60 feet. This expansion will enhance protection on both sides of the range from errant shots and improve safety for players on the adjacent first hole of the golf course.

As such and on October 17, 2024, we received bids for this project, and after reviewing the four submissions (attached bid tabulation) we recommend awarding the contract to Wind and Sun Protection Inc., 1112 14 Avenue, Coaldale, Alberta Canada, T1M1M8, in the amount of $362,717.00. Funding for this contract shall be from account KP2333-4972.

Thank you for considering this request.

11/12/2024
Consent

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

4. Resolution 2024-917

Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration Resolution Authorizing Supervisor to Sign a Federal Aid Local Project Agreement, PIN 5765.23; NYS Comptrollers Contract #D041556 Town of Amherst Job No. 2024.016A CRS ID #5102

Please approve the attached resolution authorizing the Supervisor to sign a State-Local Agreement (SLA) indicating a commitment to participate in the administration and funding the design phases of the above referenced Federal Aid project.

This project, including the design phase, is 80% reimbursable through Federal Aid. The remaining 20% local share must be provided by the Town of Amherst. The attached SLA and draft Town Board Resolution authorizes the Town to provide first instance funding to cover all the design fees and Right-of-Way (ROW) incidentals in the total amount of $655,000.00. Of that total, the Town is responsible for the local share (20%) amount of $131,000.00 and the remaining 80% is reimbursable. Funding is allocated in 2025-2030 CIP Project E-1 utilizing Boulevard Central District Mitigation Funds Account #T4032-02770, and therefore contingent upon the Town Board's approval of the CIP.

The Town's Engineering Department will commence the design phase following NYSDOT's Local Project Manual after SLA execution. This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

11/12/2024
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2024-918

Authorize Supervisor to Sign Contract with VCS - Visual Computer Solutions Inc - CRS #5143

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst approves the contract with VCS - Visual Computer Solutions Inc software for the time keeping and scheduling software system that is compatible with the Town's MUNIS System.

The Town of Amherst contract is for the period 11/01/24 through 10/31/2025 and includes the SAAS renewal time keeping service to include time sheets and scheduling.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract that is subject to the Contract Routing System (CRS #5143).

11/12/2024
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2024-919

Extended Sick Leave of Absence Without Pay/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to an employee at the Highway Department. Effective November 1, 2024 through April 30, 2025.

11/12/2024
Consent

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

2. Resolution 2024-920

Clerk - PT/Contract Compliance

Please appoint a Clerk - PT to the Contract Compliance Department. Effective November 13, 2024, Temporary, $35.86 ph for Karen Halton.

11/12/2024
Consent

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

3. Resolution 2024-921

Recreation Attendant- PT/Youth & Recreation (4 Positions)

Recreation Attendant - PT/Youth & Recreation, effective November 13, 2024, Temporary, $15.50 ph, Step 1 for Eliza Ashe, Dorothy Billups, Austin Bush and Riley Madden.

11/12/2024
Consent

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

4. Resolution 2024-922

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

Recreation Attendant - PT/Youth & Recreation, effective November 13, 2024, Temporary,$15.60 ph, Step 1 for Lauren McKnight and Jahiem Phillips.

11/12/2024
Consent

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

5. Resolution 2024-923

Amherst Police Club, Inc. Collective Bargaining Agreement 2025-2028

Please adopt a resolution authorizing the Supervisor to sign the Collective Bargaining Agreement between the Town of Amherst and the Amherst Police Club, Inc. for years 2025 through 2028.

Amherst Police Club, Inc. has ratified this settlement.

11/12/2024
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2024-924

Authorize the Supervisor to Sign a Contract with a Planning Consultant to Populate the Pro-Housing Communities Spreadsheets on Amherst's Zoning Districts CRS #5176

WHEREAS, assistance is required to research the Town's Zoning Code and update the NYS Pro-Housing Communities spreadsheets allowing for residential development in the Town, and

WHEREAS, the Planning Department seeks to contract with Liliana Visca, a student in the University at Buffalo's Environmental Design program, to research the Town's Zoning Code, perform analyses, and populate New York State's Pro-Housing Communities Excel Spreadsheets indicating housing-allowed districts and district standards for all Amherst Zoning Districts that permit residential development, now therefore be it

RESOLVED, that subject to the approval of the contract routing system, the Supervisor is authorized to sign a consultant contract with Liliana Visca at a cost not to exceed $5,500.

11/12/2024
Consent

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

Q. POLICE:

1. Resolution 2024-925

Training & Travel Request Logical Latent Analysis Training

TOWN BOARD AGENDA ITEM : NOVEMBER 12, 2024

TO: **Town Board**

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

RE: **Training & Travel Request**
Logical Latent Analysis Training

Kindly adopt a Resolution authorizing two (2) Officers to attend the above entitled training course. This course is being held in Albany, New York from December 8, 2024 through December 10, 2024. The cost for this training and travel is $877.80.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: November 12, 2024)**

11/12/2024
Consent

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

2. Resolution 2024-926

Digital Surveillance Solutions (DSS) (CRS #5155) Camera Installation at Northwest Amherst Community Center & APD HQ Server Replacement

TOWN BOARD AGENDA ITEM: NOVEMBER 12, 2024

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS #5155) Camera Installation at Northwest Amherst Community Center & APD HQ Server Replacement**

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: November 12, 2024)**

11/12/2024
Consent

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

R. SENIOR SERVICES:

1. Resolution 2024-927

Jill Bronsky CRS #5138

We request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) and Jill Bronsky, fitness instructor.

11/12/2024
Consent

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

2. Resolution 2024-928

Elaine Danielson CRS #5139

We request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) and Elaine Danielson, Craft Instructor.

11/12/2024
Consent

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

S. SEWER/PLANT 16:

1. Resolution 2024-929

Ferguson Electric Inc. WPCF: Electrical Upgrades – Phase 4 Town Project No. 2017.002C

On October 24th, 2024 bids were received for the above referenced project. As per the attached bid tabulation, one (1) bid was received for the Electrical Contract (EC).

The Engineering Department recommends award of bid item E-1 to Ferguson Electric Inc., 321 Ellicott Street, Buffalo, NY 14203 per their bid amount of $486,600.00, for the WPCF: Electrical Upgrades - Phase 4.

To provide the proper level of funding for the project bid award, the Engineering Department also requests that the Town Board approve a budget transfer of $10,000.00 from KP1723-4979 (Contingency) to KP1723-4972 (Construction).

Funds are available for this project from the following Bond Account:

Project Bond Name	Account No.
WPCF: Electrical Upgrades - Phase 4	KP-1723-4972

May we have your approval to award Ferguson Electric Inc. the above referenced contract. Thank you for your consideration of this request.

11/12/2024
Consent

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

2. Resolution 2024-930

Emergency Purchase Payment Authorization Ranch Cryogenics, Inc. CRS #5152

The Engineering Department, WPCF Division's Cryogenic Oxygen System, a critical part of our wastewater treatment process, had formed multiple leaks in the liquid oxygen generation transfer piping and the lubricant delivery system for the turbine. To resolve these issues Ranch Cryogenics, Inc. was contracted to make the necessary repairs so that the facility can operate as necessary during the replacement project. These repairs are now complete under an emergency purchase authorization.

At this time, we ask the Town Board to authorize the Comptroller's Office to pay Ranch Cryogenics invoice number 1906, dated October 23, 2024 for $61,260.50.

Funds for this request are available in KP2136-4972.

Thank you for considering this request.

11/12/2024
Consent

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

3. Resolution 2024-931

Change Order No. 1 WPCF: Building #7- Vertical Turbine Pump VFDs – Procurement Contract Town Project No. 2022.002F CRS #5154

The Engineering Department, WPCF Division is requesting the Town Board approve the above referenced Change Order No. 1, which calls for a $16,344.00 increase in the contract price as well as a 90-day contract time extension for the contractor to custom fabricate and deliver three [3] NEMA 12 VFD enclosures for the recently procured 3 new variable frequency drives [VFDs] that operate the 3 pumps in the Building 7 intermediate pump station. The new enclosures are necessary as the existing enclosures are old, and in relatively poor condition. The WPCF's Electrical Department will install the new equipment. The 90 day time extension is to account for approving and signing this CO and custom fabrication and delivery of the new NEMA 12 VFD enclosures. The Contract is being extended from 1/23/25 to 4/23/25.

May we have your approval to award to Volland Electrical Corporation the above referenced Change Order? Funding is available from account **KP 2136-4972**. This request

is pending the successful completion of the contract review process.

Thank you for considering this request.

11/12/2024
Consent

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

4. Resolution 2024-932

Increase of Stormwater Inspection Permit Fees TOA Job# 2022.012

We are requesting the Town Board to approve an increase in the stormwater inspection permit fees from the previous rates, which have been in effect since 2008. Inspection costs have increased while the rates have stayed the same. The proposed rates are an increase of $300 and are shown below:

Acreage	Current Fee	**Proposed Fee**
0-4.99 acres	$1,800.00	**$2,100.00**
5-10 acres	$3,200.00	**$3,500.00**
10+ acres	$5,600.00	**$5,900.00**

May we please have approval for the increase of stormwater inspection permit fees? The permit will be issued for each phase on phased projects. The permit will be valid for a period of three years, with each subsequent year an additional $600 annually. Thank you for considering this request.

11/12/2024
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2024-933

Memorandum of Understanding - Holiday Market - CRS #5157

Authorize the Supervisor to sign a contract between the Town of Amherst and the Village of Williamsville for joint operation of a Holiday Market at Island Park on December 7, 2024, pending satisfactory completion of the contract routing process.

11/12/2024
Consent

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

2. Resolution 2024-934

Request to Purchase Using T Account Funds

Authorize the Youth & Recreation Department to use $260.00 in T Account funds for the purchase of a light for the flagpole at Billy Wilson Park.

11/12/2024
Consent

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

3. Resolution 2024-935

Budget Transfer

Authorize the transfer of $5,750.38 from A 7253.4220 to A 7253.2150 for the purchase of an Exchanger Gas Heat Assembly for the Northtown Center at Amherst.

11/12/2024
Consent

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

4. Resolution 2024-936

Creation of Facebook Account

Authorize the Amherst Youth & Community Coalition to establish a Facebook page to be administered by the Amherst Youth & Recreation Department, following all Town of Amherst Social Media Policy requirements. This request has been approved by the town's IT Department.

11/12/2024
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2024-90

Communication from Resident

The attached communication was received from Councilmember Marinucci regarding the Committee on Disabilities.

11/12/2024
Referred to Attorney

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

2. Communication 2024-91

Notice of Claim: Taylor Cirrito Vs. Town of Amherst

11/12/2024
Referred to Attorney

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

3. Communication 2024-92

Notice of Claim: New York Central Mutual Fire Insurance Company A/S/O Thomas F. Bligh and Maureen L. Bligh Vs. Town of Amherst

11/12/2024
Referred to Attorney

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

4. Communication 2024-93

Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.

11/12/2024
Referred to Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0. Public Expression was opened at 9:14 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 3-0. Public Expression was closed at 9:14 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 3-0. The Town Board meeting of November 12, 2024 was adjourned at 9:20 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29618 **RESOLUTION 2024-898** **ADOPTED**

Audubon Community Stop Sign Installations

A public hearing 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."

11/12/2024

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was opened at 7:49 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was closed at 7:54 PM.

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29617 **RESOLUTION 2024-899** **ADOPTED**

Parking Restrictions on Local Roadways Surrounding Royal Park

A public hearing 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."

11/12/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was opened at 7:03 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

The following residents spoke:
Michael Zimmerman, 192 E Royal Pkwy
Don Smith, 201 N Long St
Kimberly Gabel, 41 Presidents Walk
Tony DelGobbo, 72 Lafayette Blvd
Chris Gray, 163 E Royal Pkwy
Jeff Danner, 206 E Royal Pkwy
Brian Maley, 268 E Royal Pkwy
Jina Gentry, 65 Bissell Dr
Matt Plunkett, 299 Northill Dr
Bob Drdul, 92 Chateau Ter
Lynn Gray, 163 E Royal Pkwy
Jane Cox, 4584 Harlem Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was closed at 7:48 PM.

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29636 **RESOLUTION 2024-900** **ADJOURNED**

Special Use Permit for Tier III Solar Energy System at 1050 New Road

Public hearing regarding the construction of a Tier III Solar Energy System at 1050 New Road.

11/12/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was opened at 7:55 PM.

Attorney Matt Dubois presented.

The following residents spoke:
Richard Steen, 3271 Hopkins Rd
Mary Phillians, 1065 New Rd
Vincent Phillians, 1065 New Rd
Rebecca York, 1105 New Rd
Don Smith, 201 N Long St
Matt Plunkett, 299 Northill Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the December 2nd Town Board meeting, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was adjourned at 8:31 PM.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 12/2/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Berger, Szukala	
ABSENT:	Lavin, Marinucci	

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Direct

Daniel J. Ulatowski, A
Assistant Planning Di

Town Board Agenda of November 12, 2024

November 6, 2024

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

Subject: Request for a Special Use Permit for a Tier III Solar Energy System; property located at 1050 New Road, NED-New Energy Solar 8, LLC, Petitioner. (SP-2023-09).

Honorable Members:

The project consists of the construction of a Tier III Solar Energy System (4.38 Mw of power) that includes an access road, the solar array equipment and associated pads that are interior to the site. The array will be located on 21.9 ± acres of the total 42.8 ± acre parcel of land. A fence will surround the entire project site and vegetative screening will be used along all property lines to conceal the array.

The subject property has 730.85± feet of frontage, is a 42.8 ± acre rectangular parcel located on the west side of New Road approximately 2,797 ± feet north of its intersection with Millersport Highway. The subject site is vacant and has been previously used for agricultural activities and has scattered trees around the periphery of the site. The site includes a Federal Jurisdictional Wetland area and is located within the 100-Year Floodplain. New Road is an Erie County roadway, classified as a collector roadway in Figure 9 of the Bicentennial Comprehensive Plan.

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

HISTORY OF PREVIOUS REZONING REQUESTS / SITE PLAN ACTIONS:

Rezoning:

The subject site was zoned Suburban Agriculture (SA) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

Site Plans:

None.

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

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

Honorable Town Board

Request for a Special Use Permit;
Property located at 1050 New Road
Agenda of November 12, 2024

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Section 3.3.8 of the Bicentennial Comprehensive Plan states:

> *"Ensuring the long-term viability of agricultural and farming operations is key to maintaining diverse neighborhoods including those with rural character."*

The subject parcel is adjacent to land located in an Erie County Agricultural District and consists of soils that are of statewide importance for farming. A decommissioning plan has been submitted that documents the required procedure to return the land to the state in which it exists prior to development. The proposed use is not a farming activity, however the applicant is required to co-locate an agricultural use, such as an apiary or sheep grazing at the site. The long-term viability of the land to be an agricultural use will not be threatened by the proposed use as a Tier III Solar Energy System and therefore is consistent with the Bicentennial Comprehensive Plan.

The applicant still must commit to a form of co-agricultural use he/she will be practicing on site, and should be a condition of the special use permit approval. Additionally, a performance bond to guarantee the future decommissioning must be provided and should also be included as a condition.

Section 4-7 of the Bicentennial Comprehensive Plan states:

> *"Apply best management practices (BMP's) to reduce water quality impact of development."*

Preserve natural vegetation and institute clearing limits for new construction.

The subject parcel contains 26.01± acres of federal jurisdictional wetlands. The project will impact 0.047± acres of these wetlands which is covered under a U.S. Army Corps of Engineers (USACOE) Nationwide Permit as its impacts will be under 0.1 acres. The applicant must notify the USACOE if he/she intends to disturb greater than 0.1 acres.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed Tier III Solar Energy System is consistent with §3-3-1 of the Zoning Ordinance which establishes the purpose of the Suburban Agriculture district as providing areas for the development of uses that include farms, farm-related activities and non-intensive compatible uses. A Tier III Solar energy system is a non-intensive farm compatible use and therefore is consistent with the intent of the zoning district.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The project is located in the Suburban Agriculture (SA) zoning district; neighboring uses are single family residential on the east, north, and south zoned SA. Land to the west is zoned SA and being used for agricultural purposes. The project is consistent with surrounding land use and zoning designations.

ADEQUATE SERVICES AND UTILITIES

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

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

Honorable Town Board

Request for a Special Use Permit;
Property located at 1050 New Road
Agenda of November 12, 2024

As required in §203-6-10-7 B 3 (d) (5) the applicant has provided confirmation from National Grid for establishment of interconnection to the grid. The applicant has also submitted an Operations and Maintenance Plan that outlines the responsibilities of the applicant or their contractor for maintaining each component of the system in working condition on a regular basis including inspections on an annual or semi-annual schedule. The Operations and Maintenance Plan also outlines applicable safety requirements for the maintenance of the system.

RECOMMENDATION

The Planning Board at their meeting of June 25, 2024 held a public hearing and approved a site plan for the subject request, and pursuant to Local Law #3-82, as amended, made a determination that the requirements of SEQR have been completed and issued a Negative Declaration for the subject site plan.

Tier III Solar Energy Systems are a permitted use subject to the issuance of a Special Use Permit by the Town Board pursuant to §203-8-6-1D of Town Code. The petitioner has met with the Amherst IDA to discuss terms of a P.I.L.O.T. Agreement and a Community Benefit Agreement, which is scheduled to be heard by their board on November 8, 2024.

The Planning Department requests that if the Town Board desires to act on the Special Use Permit request, that a decision date be established after the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and prepare a resolution for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
Att.
X:\Current_Planning\Files\Site Plans\2023\SP-2023-09_(1050_New_Rd)_2023\Special Use Permit\SP-2023-09_SUP_TB_Letter.docx
cc: Sam Alba, Town Attorney
Jeffrey D. Palumbo, Block, Longo, LaMarca & Brezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031
Chris Wood, Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Planning Board Approval June 25, 2024
Ayes 4; Noes 0; Absent 3 (Chmiel, Penberthy, Raffaele)

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2023-09

PETITIONER

NED – New Energy Solar 8 LLC
166 Taylor Drive
Depew, NY 14043

PROPERTY LOCATION

1050 New Road

JUN 28 2024 AM11:

WHEREAS, the Town of Amherst Planning Board on Tuesday, June 25, 2024 held a public hearing on a Site Plan for a 21.9± acre solar panel farm and 3 single family residential lots, and

WHEREAS, the Planning Board reviewed the plans and specifications for the proposed project, and

WHEREAS, the Site Plan was referred to the Town's various review agencies, and

WHEREAS, in accordance with Section 8-7-9 of the Zoning Ordinance, the Planning Board finds that:

A. The proposed site plan is consistent with the development plan if one is required.

B. The proposed site plan is consistent with the purpose and specific requirements of the Zoning Ordinance and generally consistent with the policies of the Comprehensive Plan.

C. Adequate services and utilities will be available prior to occupancy.

D. The site plan is consistent with all other applicable laws.

E. Pursuant to Local Law #3-82, as amended, the Planning Board has determined that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act is required since hydric / potentially hydric soils have been identified on the parcel.

NOW THEREFORE BE IT RESOLVED that in accordance with 6 NYCRR, Part 617 and Local Law #3-82, as amended, the Planning Board has issued a Negative Declaration attached hereto, and

NOW THEREFORE BE IT FURTHER RESOLOVED that the Planning Board, in accordance with Part II, Chapter 83, Part IX, Section 1-2 of Town Law waives sidewalks required along the New Road frontage of the parcel until required at some future time by the Town Board, and

NOW THEREFORE BE IT FURTHER RESOLVED that the Planning Board, in accordance with Section 8-7 of the Zoning Ordinance approves said Site Plan subject to the following conditions:

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2023-09

PETITIONER

NED – New Energy Solar 8 LLC

PROPERTY LOCATION

1050 New Road

JUN 28 2024 AM11:

1. That the consideration of signs is specifically excluded from this approval as they require a separate review and approval by the Town.
2. That all dumpsters/trash containers and all mechanical equipment, utility structures, multiple meter boards, generators, and similar appurtenances, including those which are mounted on any part of a primary structure shall be appropriately screened with a fence, wall, and/or landscaping. Provide gate on dumpster enclosure that shall be closed whenever dumpster is not being serviced, enclosure shall be high enough to screen the dumpster(s) within.
3. That as-built record drawings, including location of utilities, be provided to the Engineering Department prior to issuance of a Certificate of Occupancy by the Building Department.
4. That the requirements of the Zoning Enforcement Officer, Planning Department and the Towns Landscape Architect in the Planning Department letter dated June 10, 2024 are addressed to the satisfaction of the department.
5. That the requirements in the Amherst Fire Chief's' Association letter dated May 15, 2024 are addressed to the satisfaction of the Association.
6. That the requirements of the Engineering Services Division letter dated May 7, 2024 are addressed to the satisfaction of the department.
7. That the requirements of the Traffic Safety Board letter dated May 7, 2024 are addressed to the satisfaction of that Board.
8. A special use permit be obtained.

The foregoing resolution was adopted by the Town of Amherst Planning Board, June 25, 2024; moved by Davis; seconded by Kahn; ayes 4; noes 0; absent 3 (Chmiel, Penberthy, Raffaele).

Caroline L Gill for Michael J. Chmiel, Planning Board Chair

June 28, 2024
Date

JQ/ac
X:\Current_Planning\Files\Site Plans\2023\SP-2023-09_(1050_New_Rd)_2023\SP-2023-09_resolution_062524 .doc

cc: Commissioner of Building
Town Engineer
Fire Chiefs
Traffic/Safety
Highway Superintendent
Amherst IDA
ECDEP
NYSDOT
NYSDEC
Jeff Palumbo, Block Longo LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Approved Plan: Carmina Wood Design
Received: June 21, 2024

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

RECEIVED
SEP 19 2023

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Major Site Plan Review

For Official Use

File #: SP-2023-09 **Acreage** 42.8± **Fee $** 29,565

Address Verified by Assessor's Office _____ VERIFIED BY _____ DATE

Materials Received by Planning Department TV RECEIVED BY 9/18/23 DATE

Fee Paid to Town Clerk _____ RECEIVED BY _____ DATE

Site Plan Review		**Fill In Applicable Fees**
1 acre or less	$1,250.00	✓
Each additional acre or fraction thereof	$ 650.00/acre	√42
Amendments to Site Plans	$1,200.00	
Request for Relief of / Change to Conditions of Site Plan Approval	$1,200.00	
Request for Extension of Site Plan Approval	$ 450.00	
Stormwater Pollution Prevention Plan		
1 - 4.99 Acres	$ 500.00	
5 - 10 Acres	$ 750.00	
>10 Acres	$1,000.00	✓
Affidavit Fee for Public Hearing	$ 15.00	✓
	TOTAL FEE:	$ 29,565

To Be Completed By Applicant

Petitioner:

Name: NED-NEW ENERGY SOLAR 8 LLC

Address: 166 Taylor Drive

Depew (city) NY (state) 14043 (zip code)

Phone: 716.683.2505 Fax: 716.427.6501

E Mail: pv@nedrenewables.com

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

MAJOR SITE PLAN APPLICATION (con't)

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

Name: Peter J. Sorgi, Esq., Hopkins Sorgi & McCarthy PLLC (Project Attorney)

Address: 726 Main Street, Suite B

East Aurora (city) NY (state) 14052 (zip code)

Phone: 716.908.3289 Fax: 716.427.6501

E Mail: psorgi@hsmlegal.com

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

Address: 1050 New Road

Amherst, NY

SBL No(s): 16.00-2-10

Project Name: NED-NEW ENERGY SOLAR 8 LLC Tier III Solar Energy Project and 3-lot residential subdivision.

Project Description: This Project consists of: 1) a proposed Tier III Solar Energy Project on the rear approximately 39.6 acres of an approximately 42.8 acres site (actual solar project located to the rear 21.9 acres with 9.7 acres to remain vacant in middle of parcel) with a private driveway on New Road for access with the Solar Energy System size being 4.384 MW; and 2) a three-lot residential subdivision fronting upon New Road with lot sizes of 1.09 acres, 1.09 acres and 1.02 acres.

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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

Not Applicable

Gross Floor Area (non-residential):	0 existing	0 proposed	0 total
Gross Floor Area Residential:	0 existing	TBD proposed	TBD total
Number of Residential Units:	0 existing	3 proposed	0 total
Number of Parking Spaces:	0 existing	0 proposed	0 total

Acreage of Parcel: 1050 New Road: 42.8 acres

(list each parcel separately)

Frontage on Public Roads: 1050 New Road: 711 Feet

(list each road separately)

Existing Zoning District(s) Suburban Agriculture (SA)

Town of Amherst Planning Department, 5583 Main Street, Williamsville, NY 14221
(716) 631-7051; Fax: (716) 631-7153; Web: www.amherst.ny.us

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

Special Use / Temporary Use / Administrative Appeal

Town of Amherst – Planning Department

Type of Request

- [x] Special Use Permit (SUP)
- [ ] Temporary Use Permit
- [ ] Appeal under Section 280-a(3) of NYS Town Law
- [ ] Telecommunications Facility (SUP)
- [ ] Type 2 Home Occupation (SUP)
- [ ] Dormitory, fraternity or sorority house (SUP)
- [ ] Auxiliary Housing Unit (SUP)
- [ ] Raising Chickens (SUP) Section 6-8-9
- [ ] Restricted Parking Lots (SUP) Section 7-1-9B(2)(b)
- [ ] Bed & Breakfast (SUP)
- [ ] Public Utility Service Structure or Facility (SUP)
- [ ] Administrative Appeal

Applicant Information

Property Owner Name(s): WCF Properties LLC

Phone Number: 716.432.7694 Email: maryandbillcroker@gmail.com

Address: 295 Hopkins Road City: Getzville State: NY Zip: 14068

Applicant Name(s): NED-NEW ENERGY SOLAR 8 LLC

Phone Number: 716.908.3289 Email: psorgi@hsmlegal.com

Address: 166 Taylor Drive City: Depew State: NY Zip: 14043

Property Information

Assessed Address: 1050 New Road

SBL No.: 16.00-2-10 Zoning District: Suburban Agriculture (SA)

- [x] I have the following conflicts pursuant to section 809 of the General Municipal Law as follows (see conflict disclosure on back of instruction page)

none

Office Use Only

The applicant is appealing the decision of the Zoning Enforcement Officer to not approve a

Not Applicable

TOWN CLERK USE
DATE:
TIME:
REC'D BY:

Appl. No.

Date Filed: Mtg. Date Accepted By:

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

Special Use / Temporary Use / Administrative Appeal

Town of Amherst – Planning Department

Special Use /Appeal Request

A. **Justification for Special Use/Temporary Use.** Provide justification for why the special or temporary use is appropriate at the subject property (will be compatible with the existing uses adjacent and near the property; will not tend to depreciate the value of adjacent property; will not create a hazard to health, safety or the general welfare and why the use will not alter the essential character of the neighborhood) (attach additional sheets as necessary):

A special use permit is required for all Tier III Solar Energy Systems. The surrounging neighborhood consists of open space, agricultural uses and residences near the street. A Tier III Solar Energy Systems was recently approved by the Town at 800 & 850 New Road. This Project will located be to the rear of an approximately 42.8 acre parcel with screening to be determined during site plan process. There will be no depreciation of nearby property values and no hazard to the health, safety and general welfare will be created and essential charcter will not be altered.

B. **Justification for Appeal.** Describe in detail why you believe that any order, requirement, decision, interpretation or determination made by the Town's administrative official should be overturned (attach additional sheets is necessary):

Not Applicable.

Disclosure Affidavit

I maintain that the information provided in this application is true and accurate to the best of my knowledge:

Property owner or applicant name (print): NED-NEW ENERGY SOLAR 8 LLC

Property owner or applicant signature: _____

Date: 9.18.2023

■ If the applicant is not the property owner, has a letter of permission allowing the applicant to file this application been provided.

STATE OF NEW YORK COUNTY OF ERIE
On the day of in the year before me,
The above individual personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal:

Signature of NotaryPublic

Print Name

Office Use Only

☐ **SEQR is not required.** ☐ **239M is applicable** _____

☐ **The applicant is also seeking a** _____ **which is attached.**

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Solar Energy Development and 3 Lot Residential Subdivision		
Project Location (describe, and attach a general location map): 1050 New Road, Amherst, NY 14228		
Brief Description of Proposed Action (include purpose or need): This Project consists of: 1) a proposed Tier III Solar Energy Project on the rear approximately 39.6 acres of an approximately 42.8 acres site (actual solar project located to rear 21.9 acres with 9.7 acres to remain vacant in middle of parcel) with a private driveway on New Road for access with the Solar Energy System size being 4.384 MW; and 2) a three-lot residential subdivision fronting upon New Road with lot sizes of 1.09 acres, 1.09 acres and 1.02 acres. Project is a Type 1 Action per SEQR because it constitutes the physical alteration of 10 or more acres.		
Name of Applicant/Sponsor: NED-NEW ENERGY SOLAR 8 LLC	Telephone: 716.683.2505 E-Mail: paul@NSTsolar.com	
Address: 166 Taylor Drive		
City/PO: Buffalo	State: NY	Zip Code: 14043
Project Contact (if not same as sponsor; give name and title/role): Peter J. Sorgi, Esq., Project Attorney	Telephone: 716.908.3289 E-Mail: psorgi@hsmlegal.com	
Address: 726 Main Street, Suite B		
City/PO: East Aurora	State: NY	Zip Code: 14052
Property Owner (if not same as sponsor): WCF Properties LLC	Telephone: 716.432.7694 E-Mail: maryandbillcroker@gmail.com	
Address: 295 Hopkins Road		
City/PO: Getzville	State: NY	Zip Code: 14068

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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	Amherst Town Board -- Special Use Permit	9/2023
b. City, Town or Village Planning Board or Commission ☐Yes☑No	Amherst Planning Board -- Site Plan	9/2023
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No	Amherst Planning Dept – subdivision Amherst Building Dept – building permit	9/2023 9/2023
e. County agencies ☐Yes☑No	Erie County -- Highway Work Permit Erie County -- Ag Data Statement	9/2023 9/2023
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	NYSDEC – SPDES; NYSOPRHP – archeological	9/2023 9/2023
h. Federal agencies ☐Yes☑No	US Army Corps of Engineers -- wetlands	9/2023

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):
NYS Heritage Areas:West Erie Canal Corridor

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

If Yes, identify the plan(s):

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

C.3. Zoning

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

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

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site?

C.4. Existing community services.

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

b. What police or other public protection forces serve the project site?
Town of Amherst; Erie County Sheriff; NYS Police

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

d. What parks serve the project site?
Amherst Town Parks

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 21.9 acres
b. Total acreage to be physically disturbed? 1.0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 42.8 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)
Solar Tier 3 Array, residential
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? 4
iv. Minimum and maximum proposed lot sizes? Minimum 1.02 Ac Maximum 39.6 Ac

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: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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	3			
At completion of all phases	3			

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

If Yes,

i. Total number of structures 0

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: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

- 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: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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

If Yes:

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

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

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

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

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

If Yes:

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

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

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

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

- Monday - Friday: 7 AM - 7 PM
- Saturday: 7 AM - 7 PM
- Sunday: None
- Holidays: None

ii. During Operations:

- Monday - Friday: N/A
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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:

Typical construction noise during the hours listed in the previous item.

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: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

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

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	1.0	+1.0
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	37.8	+37.8
• Agricultural (includes active orchards, field, greenhouse etc.)	42.8	0	-42.8
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Residential Lots	0	3.2	+3.2

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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:

Chenango gravelly loam	20.2 %
Gelen very fine sandy loam	24.6 %
Williamson silt loam	20.8 %

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:	80 % of site
☐ Moderately Well Drained:	% of site
☑ Poorly Drained	20 % 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 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: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

m. Identify the predominant wildlife species that occupy or use the project site:

eastern gray squirrel | white-tailed deer | red fox
eastern cottontail | groundhog | other wildlife typically found in this area

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: ERIE017

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: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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 NED-NEW ENERGY SOLAR 8 LLC Date 9.18.2023

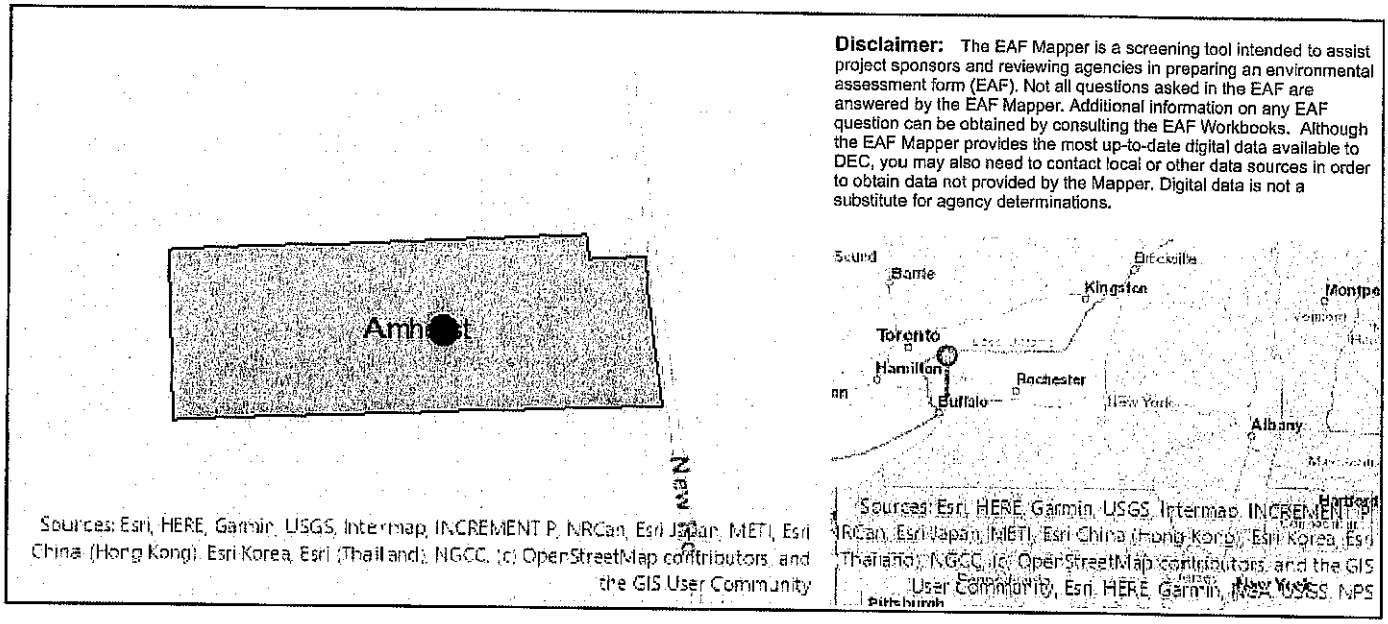
Signature P. Sj Peter J. Sorgi, Esq. Title Project Attorney

PRINT FORM

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

EAF Mapper Summary Report

Tuesday, August 29, 2023 12:44 PM

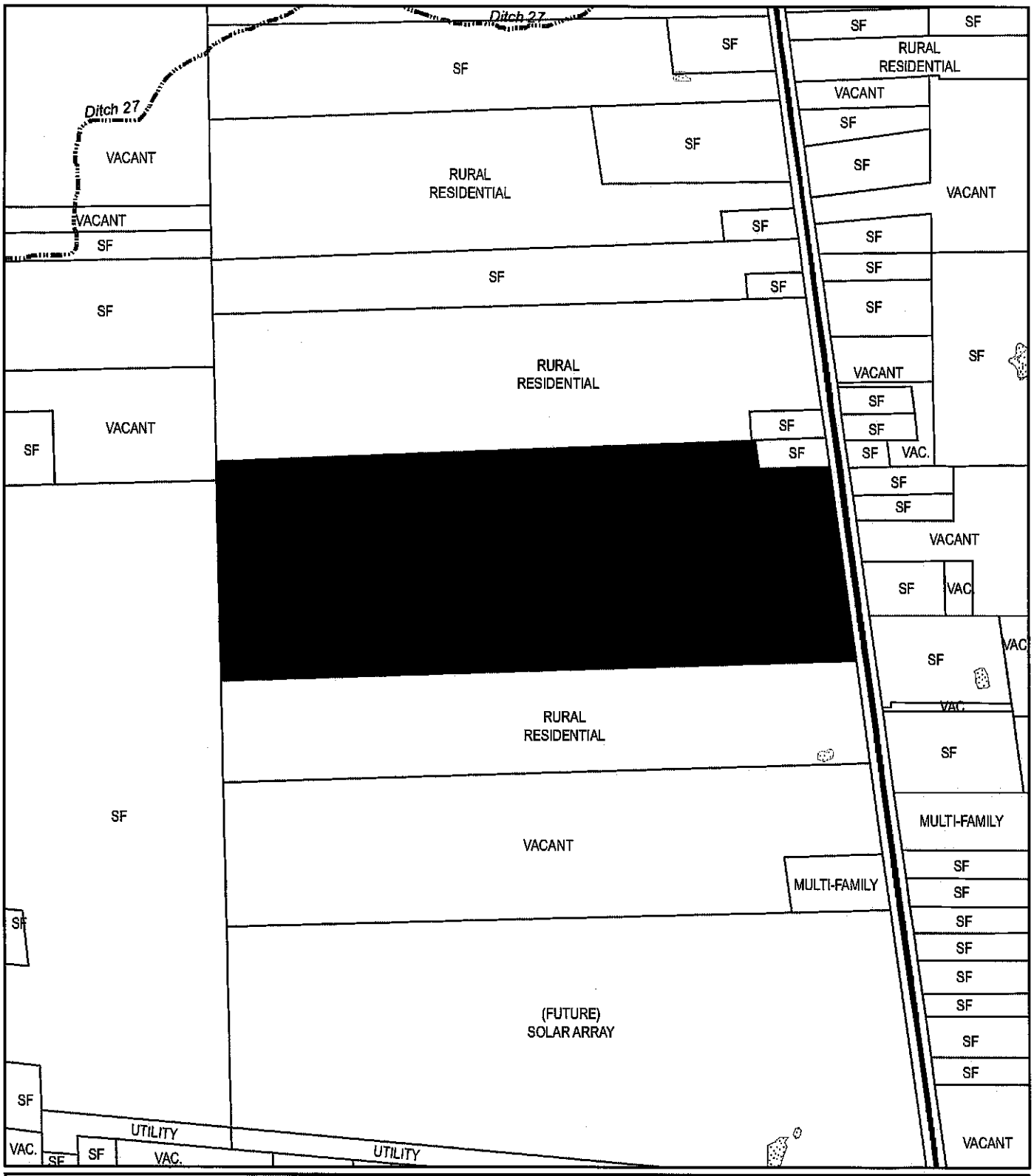


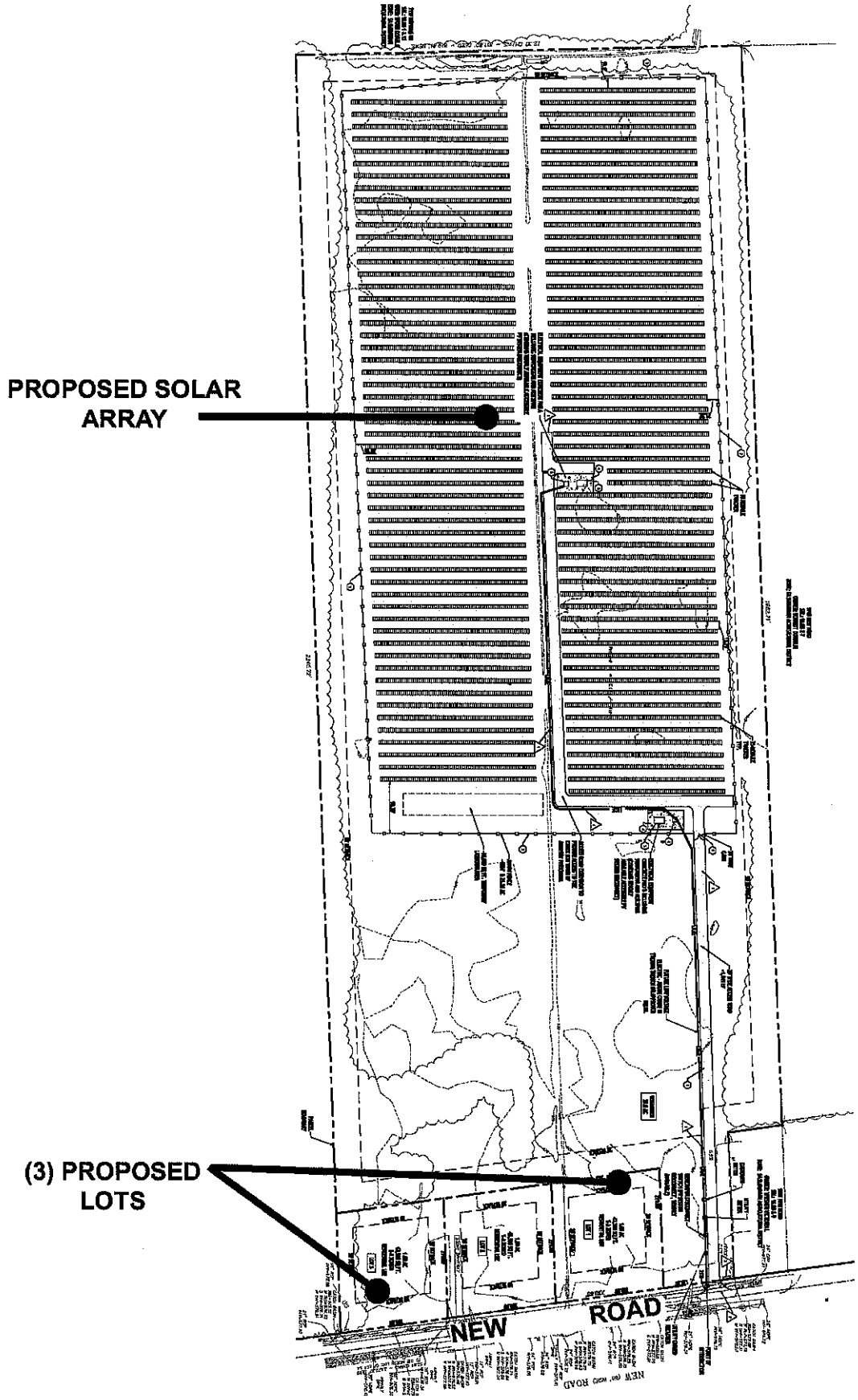
B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal 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
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	ERIE017
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

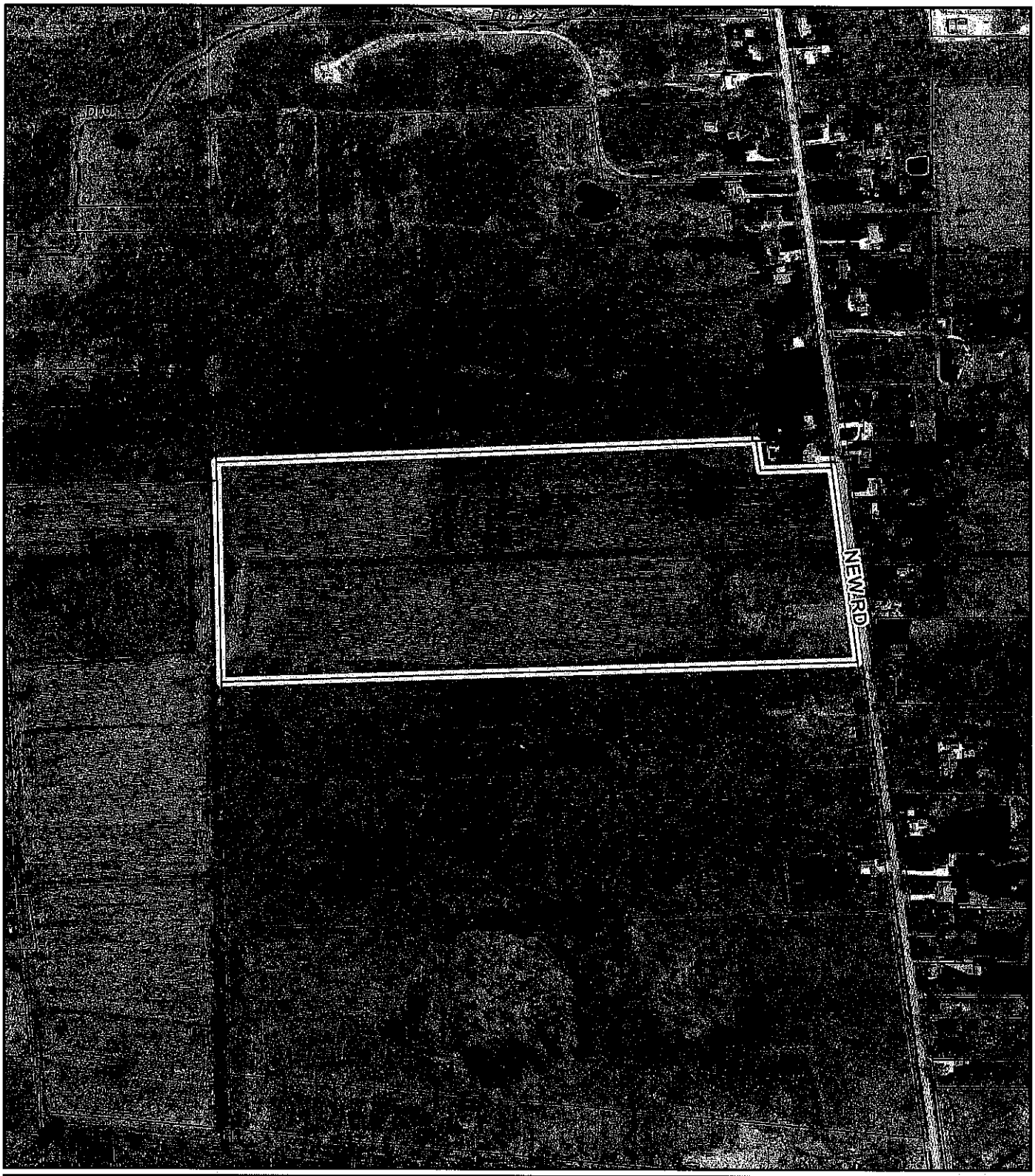

Ditch 27
Ditch 27
VACANT
VACANT
SF
SF
SF
SF
SF
SF
SF
SF
RURAL RESIDENTIAL
RURAL RESIDENTIAL
RURAL RESIDENTIAL
SF
SF
SF
SF
SF
SF
SF
SF



SITE PLAN

SP-2023-09
1050 New Road
10/31/2023

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)



SP-2023-09

Proposed Tier III Solar Energy System & 3-Lot Subdivision
Property Located at 1050 New Road

NED - New Energy 8LLC, Petitioner

June 25, 2024

1050 New Road

Prepared by the Town of Amherst Planning Department

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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

June 10, 2024

NED-New Energy Solar 8, LLC
166 Taylor Drive
Depew, New York 14043

SUBJECT:	Site Plan Review	**SP-2023-09**
	Proposed:	Tier III Solar Energy System & 3-Lot Subdivision
	Property located at:	**1050 New Road**
	Revised plans received:	May 20, 2024
	Architect/Engineer:	Carmina Wood Design

Dear Mr. Sir/Madam,

Please consider the following comments:

ZONING ENFORCEMENT OFFICER REVIEW:
Not Approvable for the following reasons;

1. The proposed parcel that includes the proposed solar array does not meet the minimum lot width requirements listed in §203-3-3-2B of Town Code. The minimum lot width (measured at the required front setback line) must be a minimum of 200 feet.

2. Provide documentation in accordance with §203-6-10-7 B (3) (d) (6) of Town Code that the North Amherst Fire Company has been contacted and has the appropriate equipment and training required to provide emergency services to this site.

3. The decommissioning plan cost estimated must be prepared by a licensed contractor or a professional engineer to meet the requirements of §203-6-10-7 B (3) (d) (9) of Town Code.

4. The access drive for the solar array is required to be paved as required by §203-6-10-7 B (3) (f) (7) of Town Code. If an alternative material is to be proposed in accordance with §203-6-10-7 B (3) (f) (7) of Town Code, submit such a request to this department in writing.

5. Show the location of the signage required by §203-6-10-7 B (3) (f) (6) of Town Code on the site plan and provide the associated sign detail and verbiage. The signage will require future review and approval for the issuance of a sign permit.

6. Provide a vegetation management plan as required by §203-6-10-7 B (3) (f) (8) of Town Code, and identify the method of preserving prime farmland soils and what agricultural component will be part of the management plan (grazing and/or agriculture).

7. The landscape plan must be prepared by a licensed Landscape Architect as required by §203-7-2-2 B of Town Code and the Town.

8. Provide the screening adjacent to the proposed single family lots and along the north, south and east property lines required by §203-7-2-4 B (1) of Town Code. The existing vegetation along the north, south and east property lines of the solar array parcel may be sufficient to meet this requirement and any site plan approval will be subject to the provisions of §203-7-2-4 B (1) (a) of Town Code.

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

PLANNING DEPARTMENT STAFF REVIEW:

1. Potential jurisdictional Federal Water have been identified on the project site and a preliminary Jurisdictional determination has been made. A USACOE wetland permit or letter of non-jurisdiction will be required prior to issuance of a final approved site plan by this department.

2. Please provide an 8½ " x 11" reduction of the site plan **and an electronic version of any revised plans, amended or additional materials** submitted for review.

LANDSCAPE ARCHITECT REVIEW:

1. Provide the existing tree line or individual tree symbol as per Zoning Ordinance 7-2-3 (B) and 6-10-7 (B) (3) (f) (3). The limit of work and the amount of vegetation removed should be clearly shown on the plan with a root protection zone 7-2-3 (B) (3) and limit of disturbance clearly marked. Identify the existing trees to remain on L100. Existing trees along the property may count towards the screening as per Zoning Ordinance 7-2-3 (B) (4). A chart showing the quantity and size of existing trees should be provided on the landscape plan.

2. The Town reserves the right to add supplemental plantings to the buffer and screening during post construction inspections (on the south, west and north property lines as per Zoning Ordinance 7-2-4 (A) (5) may be required in addition to the existing vegetation as determined by the Planning Board or Planning Director in order to improve the screening properties of the buffer.

3. Substitute the Colorado Blue Spruce to a Fir, Pine, Hemlock or other conifer species on L101.

4. Use a conifer shrub at 4' in height at the time of planting (all around the perimeter) to screen the above ground utility pad as per zoning ordinance 7-2-4 (C) (1).

5. Petitioner and petitioner's contractor shall take all reasonable measures to protect existing trees which are to be preserved from all possible types of root, trunk, and limb damage; including but not limited to, retaining walls which prevent filling on top of roots or excavating tree roots as per Zoning Ordinance 7-2-3 (B) (3).

This is a review only and does not constitute approval of the Major Site Plan. Final approval will occur after Planning Board approval, any conditions imposed by that board are addressed, and approved Major Site Plan drawings are issued by this department. Should you have questions regarding this correspondence, please contact Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us or James Quinn, Assistant Planner at jquinn@amherst.ny.us.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

SM/JQ/bf
X:\Current_Planning\Files\Site Plans\2023\SP-2023-09_(1050_New_Rd)_2023\SP-2023-09_Pln_Dpt_Rvw_06042024.doc

cc: Daniel Ulatowski, Zoning Enforcement Officer
Mark S. Berke, Commissioner of Building
Jeffrey Burroughs, Town Engineer
Jeffrey Szatkowski, Landscape Architect
NED-New Enegy Solar 8 LLC, 166 Taylor Dr., Depew, NY 14043
Jeff Palumbo, 9276 Main Street, Clarence, NY 14031
Chris Wood, Carmina Wood Design, 487 Main Street #500, Buffalo, NY 14203
Doug Feyes, Carmina Wood Design, 487 Main Street #500, Buffalo, NY 14203

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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., CFM
Commissioner of Building

Date: September 26, 2023

To: Daniel Ulatowski, AICP- Asst. Planning Director

From: Alan D. Herberger, Sr. Plumbing Inspector

Re: SP-2023-09; Proposed Tier III Solar Energy System & 3- Lot Subdivision; 1050 New Rd,; NED- New Energy Solar & LLC, Petitioner

The Proposed Major Site Plan is Approved as Submitted. – Plumbing Dept.

cc: Engineering Dept.
Building Dept.
Peter Sorgi, Hopkins, Sorgi & McCarthy

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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

DATE: September 26, 2023

TO: Scott Marshall, Principle Planner

FROM: Douglas S. Boris, Sr. Code Enforcement Officer

RE: Major Site Plan Review **SP-2023-09,** Proposed Tier III Solar Energy System & 3 Lot Subdivision; Property located at 1050 New Rd., New Energy Solar 8 LLC, Petitioner.

☒ Site Plan is: ☒ Subdivision is: ☐ ODA is: ☐ CSP is:

☒ Approved as submitted.

☒ Other Comments:

1. Building and Electrical permits required.
2. Flood Plain Development Permit required.

Approval does not grant permission to start construction.

This review was for Building Code compliance associated with site layout. Review for compliance with the Building Code will occur when working plans are submitted for a building permit.

Douglas S. Boris
SR. Code Enforcement Officer

DSB/db

X:\DOCS\DSB\Site Plan Reviews DSB\SP-2023-09.docx 9/26/2023

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

Patrick Lucey
Superintendent of Highways
plucey@amherst.ny.us

PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

September 28, 2023

To: Scott Marshall, Principal Planner

From: Patrick Lucey, Superintendent of Highways PL

Re: MAJOR SITE PLAN REVIEW, **SP-2023-09;** PROPOSED TIER III SOLAR ENERGY SYSTEM & 3 LOT SUBDIVISION; PROPERTY LOCATED AT **1050 NEW ROAD;** NED-NEW ENERGY SOLAR 8, LLC, PETITIONER

After review relative to Highway Department concerns, the plan is approved as submitted.

Daniel J. Ulatowski, AICP, Assistant Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Brian Armstrong, Directo of Engineering Services
Chris Schregel, Traffic/Safety Coordinator (Eng)
Vaishali Reberholt, PE, Stormwater Management Officer, (Eng)
Emily Murphy, Town Assessor
Nora Robshaw, ROW Agent
Alan Herberger, Senior Plumbing Inspector (Bldg)
Krista Halt, Senior Fire Inspector (Bldg)
Jeffrey Szatkowski, Landscape Architect
Brian Barnes, Senior GIS Analyst
ECDEP
ECDPW
NYSDEC
Jeff Burroughs, Town Engineer
Peter Sorgi, Hopkins, Sorgi & McCarthy, 726 Main St Suite B
East Aurora, NY 14052
Sean Hopkins, Hopkins, Sorgi & McCarthy, 5500 Main St Suite 343
Williamsville, NY 14221
Chris Wood & Doug Feyes, Carmina Wood Design, 487 Main St, Suite 500
Buffalo, NY 14203

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

TOWN OF AMHERST

RECEIVED
OCT 06 2023
TOWN OF AMHERST
PLANNING DEPT.

TRAFFIC SAFETY BOARD

ENGINEERING DEPARTMENT – 1100 NORTH FOREST ROAD, WILLIAMSVILLE, NEW YORK 14221
TRAFFIC SAFETY COORDINATOR - TELEPHONE 631-7154 - FAX 631-7222

MICHAEL SZUKALA
Councilmember & Liaison Officer

ERIC FRAAS
Chairman

GREGORY DIONNE
Vice Chairman

CHRISTOPHER P. SCHREGEL
Traffic Safety Coordinator

MEMBERS

DANIEL J. RIDER, P.E.
KENNETH A. SMITH
J. MICHNIEWICZ, P.E., P.T.O.E.
MARK STORCH
MAXWELL KAHN
KEVIN CANTWELL
KRISTIN GOSS
PATRICK WANAMAKER, P.E.

DEPT. LIAISONS

THOMAS VOIGT
Planning

CAPT. KEVIN BROWN
Police

WILLIAM PRENEVAU
Building

AL SPOTH
Highway

October 5, 2023

TO: Scott Marshall – Principal Planner
Mark S. Berke – Commissioner of Buildings

FROM: Christopher P. Schregel – Traffic Safety Coordinator

SUBJECT: Major Site Plan Review, **SP-2023-09**
Proposed Tier III Solar Energy System & 3- Lot Subdivisio
TOA Job # 2023.027

ADDRESS: 1050 New Road

PETITIONER: Ned – New Energy Solar 8 LLC

X **MAJOR SITE PLAN IS**

X **APPROVED WITH CONDITIONS**

1) Private driveway must be paved.

CPS/ch
Cc: Jeff Burroughs, Town Engineer
Sean Hopkins, 5500 Main Street, Suite 343, Williamsville, NY 14221
Peter Sorgi, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Design, 487 Main Street, Suite 500, Buffalo, NY 14203
Doug Feyes, Carmina Wood Design, 487 Main Street, Suite 500, Buffalo, NY 14203

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

TOWN OF AMHERST

ASSESSOR'S OFFICE

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

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

MEMORANDUM

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

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: September 29, 2023

SUBJECT: Major Site Plan Review: **SP-2023-09**
Proposed: Tier III Solar Energy System & 3-Lot Subdivision
Property Location: **1050 New Road**
Petitioner: NED-New Energy Solar 8 LLC

Site plan approved as submitted

cc: Peter Sorgi, Hopkins Sorgi & McCarthy, 726 Main St. Ste B, East Aurora, NY 14052
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Ste 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Design, 487 Main St., #500. Buffalo, NY 14203
Doug Feyes, Carmina Wood Design, 487 Main St., #500, Buffalo, NY 14203

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7030
FAX (716) 631-7101
www.amherst.ny.us

RECEIVED
OCT 11 2023
TOWN OF AMHERST
PLANNING DEPT.

Martin A. Polowy
Town Attorney

Elizabeth A. Burakowski
Director of Special Projects

Nicole M. Burroughs
Senior Paralegal

Samuel A. Alba
Sr. Deputy Town Attorney

Nora B. Robshaw
Sr. Deputy Town Attorney

Brittanylee Fenberthy
Town Prosecutor

TO: **Scott Marshall, Planning Department**

FROM: **Nora B. Robshaw, Senior Deputy Town Attorney** NBR/Amj
Right-of-Way Review

DATE: **October 11, 2023**

RE: **Proposed Major Site Plan Review**
SP-2023-09
Proposed Tier III Energy System & 3-Lot Subdivision
1050 New Road
NED - NEW Energy Solar 8 LLC, Petitioner

This office has reviewed the materials submitted by your correspondence dated September 21, 2023 and has no comments.

We are returning copies of the materials for your file.

NBR:hs

c: Douglas Gesel, Senior Code Enforcement Officer, *(w/o attachment)*
Brian J. Armstrong, EIT, Director of Engineering Services, *(w/o attachment)*
Jeffrey Burroughs, PE, Town Engineer, *(w/o attachment)*
Peter Sorgi, Hopkins Sorgi & McCarthy, *(w/o attachment)*
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy, *(w/o attachment)*
Chris Wood, Carmina Wood Design, *(w/o attachment)*
Doug Feyes, Carmina Wood Design, *(w/o attachment)*

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

TOWN OF AMHERST ENGINEERING DEPARTMENT

ENGINEERING SERVICES DIVISION

BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

October 12, 2023

TO: Scott Marshall – Principal Planner
Daniel J. Ulatowski, AICP – Assistant Planning Director
Doug Gesel – Senior Code Enforcement Officer

FROM: Jessica Boudreau. P.E. – Project Manager JB

SUBJECT: Major Site Plan Review; SP-2023-09
Proposed Tier III Solar Energy System & 3 Lot Subdivision
Town of Amherst Job No. 2023.027

ADDRESS: 1050 New Road

PETITIONER: NED- New Energy 8 LLC

ENGINEERING SERVICES DIVISION:

MAJOR SITE PLAN IS APPROVED WITH THE FOLLOWING CONDITIONS:

1. Erie County Highway Work permit shall be obtained.
2. Review and approval from the Sanitary Maintenance Division is required.

cc: Peter Sorgi, Hopkins Sorgi & McCarthy, 726 Main St., Suite B, East Aurora, NY 14052
Sean Hopkiuns, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main Street, Suite 500, Buffalo, NY 14203
Doug Feyes, Carmina Wood Morris, 487 Main Street, Suite 500, Buffalo, NY 14203
Vaishali Reberholt, P.E. – Assistant Municipal Engineer

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
700 Delaware Avenue, Buffalo, NY 14209
P: (716) 851-7165 | F: (716) 851-7168
www.dec.ny.gov

SENT VIA EMAIL

October 19, 2023

Daniel Ulatowski
Town of Amherst Planning Department
5583 Main Street
Williamsville, New York 14221

Dear Daniel Ulatowski:

SEQR Lead Agency Designation
New Road Solar & Subdivision
Town of Amherst, Erie County

This is to acknowledge receipt of your notice, dated September 21, 2023, which requested State Environmental Quality Review Act (SEQR) Lead Agency status for the above-noted project. The New York State Department of Environmental Conservation (NYSDEC) concurs that the Town of Amherst should act as SEQR Lead Agency. However please be aware of the following:

1. The State Environmental Quality Review (SEQR) Regulation, 6 NYCRR Part 617.7(c)(2) states "the lead agency must consider any long-range plan of which the action under consideration is a part" for the purposes of determining whether a proposed action may have a significant effect on the environment. It appears that the applicant did not address all the proposed subdivision's potential impacts in the full Environmental Assessment Form (EAF), specifically, in section D.2. items c. – f. The NYSDEC recommends that the Town, acting as Lead Agency, consider these potential impacts when determining significance.

2. The National Wetlands Inventory map indicate the potential for federally-regulated wetlands within the proposed project site. The project sponsor should consult with the U.S. Army Corps of Engineers to determine if that agency has regulatory jurisdiction or requires approval from that agency. If federal wetlands are involved, the Corps may require the project sponsor to obtain 401 Water Quality Certification (WQC) from NYSDEC. Please note that a request for a WQC now requires submission of a pre-filing meeting request form 30 days prior to submitting an application for WQC. More information related to this requirement and a pre-filing meeting request form can be found on NYSDEC's website at https://www.dec.ny.gov/permits/6042.html#Water_Quality_Certification.

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

3. Since project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001). This General Permit requires the project sponsor, owner or operator to control stormwater runoff according to a Stormwater Pollution Prevention Plan (SWPPP), which is to be prepared prior to filing a Notice of Intent (NOI) and prior to commencement of the project. More information on General Permit GP-0-20-001, as well as information on how to electronically submit the eNOI form, is available on the NYSDEC's website at www.dec.ny.gov/chemical/43133.html. Information on permitting requirements and preparation of a necessary Stormwater Pollution Prevention Plan (SWPPP) is available on the NYSDEC's website at www.dec.ny.gov/chemical/8468.html.

   The Town of Amherst is designated as an MS4 community. The project sponsor, owner or operator of a construction activity that is subject to the requirements of regulated, traditional land use control MS4 shall have their SWPPP reviewed and accepted by the MS4 community. The "MS4 SWPPP Acceptance" form must be signed by the principal executive officer or ranking elected official from the MS4 community, or by a duly authorized representative of that person, and submitted along with the eNOI to receive NYSDEC approval before construction commences.

4. It was noted on the Federal Emergency Management Agency's (FEMA) FIRM Map No. 36029C0078H that the site is located within the designated 100-year floodplain. The proposed project should be designed in accordance with all applicable local municipal laws for flood damage reduction.

   Please note that utility projects that include the construction of substation facilities or permanent access roads within federal wetlands and/or the Federal Emergency Management Agency mapped 100-year floodplain are not authorized by the NYSDEC'S 2021 Section 401 Blanket Water Quality Certification and would require an individual WQC from the NYSDEC.

5. The project site is located within Erie County Agricultural District #17. Impacts to the agricultural district should be considered during the review of this action.

6. To minimize the impact to wildlife movement resulting from this project, the NYSDEC strongly encourages the project sponsor to include a 1-foot gap at the bottom of the fencing that will surround the project site.

If you have any questions, please feel free to contact Kris Carlson at 716/851-7165 or kristine.carlson@dec.ny.gov .

Sincerely,

David S. Denk

David S. Denk
Regional Permit Administrator

Ecc: Thomas Voigt, Town of Amherst Planning Department
Peter J. Sorgi, Esq., Hopkins Sorgi & McCarthy PLLC

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

AMHERST FIRE CHIEFS' ASSOCIATION INC.

To: Dan Howard, Planning Director Date: 11/29/23

From: Krista Halt, Liaison to Amherst Fire Safety Committee

RE: Site Plan Review: SP-2023-09 PROPOSED TIER II SOLAR ENERGY SYSTEM & 3-LOT SUBDIVISION

Address: 1050 NEW RD.

Petitioner: NED- NEW ENERGY SOLAR 8 LLC

The above referenced ☒ Site Plan is ☐ Subdivision is ☐ Minor Modification is:

☐ Approved as Submitted

☒ Denied due to the following:

☐ Not reviewable at this time due to the following:

☐ 1. Section 503 FCNYS 2020 – Fire Apparatus Access Road

- ☐ A. Section 503 Firelanes (fire apparatus access roads) be provided in accordance with the FCNYS 2020
- ☐ B. 503.1.1 – provide for the fire apparatus access road to within 150 feet of all portions of the building or within 300 feet if the building is sprinkled.
- ☐ C. 503.1.2 – provide an additional fire apparatus access road
- ☐ D. 503.2 – specifications – fire apparatus access roads shall be installed and arranged in accordance with section 503.2.1 through 503.2.7
  - ☐ 1. 503.2.1 – fire apparatus access road must be an unobstructed width of not less than 20 feet and a vertical clearance of 13 feet 6 inches.
  - ☐ 2. 503.2.2 – increase width of fire apparatus access road to ____ feet to be adequate for fire or rescue operations.
  - ☐ 3. 503.2.4 – the turning radius for fire apparatus access roads is 22 inside and 45 outside.
  - ☐ 4. 503.2.5 – dead end fire apparatus access roads in excess of 150 feet, shall be provided with an approved area for turning around fire apparatus.
  - ☐ 5. 503.3 – fire apparatus access roads must be marked as firelanes per the signage specification established by Appendix D FCNYS 2020
  - ☐ 6. Appendix D – Access Roads: Width, Distance from bldgs. Remoteness requiring 2 separate access roads.
  - ☐ 7. Appendix D 103.2 Grade: Fire apparatus access rds. Shall not exceed 10 percent in grade.

☒ 2. Section 506 FCNYS 2020 – Key Boxes – A fire department Knox key box is required for access to building keys.

☒ 3. Section 507 FCNYS 2020 – Fire Protection Water Supplies

- ☒ A. Indicate all existing Fire Hydrants on plans.
- ☐ B. All waterlines with numerous hydrants should be looped or on a grid system.
- ☐ C. All fire hydrants must be within 500 feet of each other. (Subdivisions)
- ☒ D. Section 507.5.1 – provide an additional Fire Hydrant within 400 feet of the most remote point of the building (as the fire hose would be laid out) or within 600 feet if the building is equipped with a Fire Sprinkler system.
- ☐ E. [B] Section 912 - This project may be required to install a Fire Sprinkler system, if so, indicate the location of the fire department connection for the sprinkler system, which must be located on the street side of the building

COMMENTS: 1- DUE TO THE DISTANCE FROM NEW RD. AND EXISTING HYDRANTS THE FIRE DEPT WOULD LIKE A HYDRANT INSTALLED AT SOUTH SIDE ENTRANCE GATE. 2-

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

PROVIDE A KNOX BOX TO HOUSE GATE KEY AND ACCESS TO TRANSFER SWITCHES. 3- MAINTAIN 10-FT CLEARANCE OF BRUSH AROUND AND BETWEEN ARRAYS. 4- EMERGENCY CONTACT INFORMATION AND SHUTDOWN PROCEDURES SHALL BE PROVIDED TO THE FIRE DEPARTMENT.

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

January 18, 2024

TO: Scott A. Marshall – Principal Planner
Douglas Gesel – Senior Code Enforcement Officer
Jeffrey S. Burroughs, P.E – Town Engineer

REVIEWER: Vaishali Reberholt, P.E, CPESC – SMO

SUBJECT: Site Plan Review: SP-2023-09
Proposed Tier III Solar Energy System & 3-Lot Subdivision
Town Job #2023.027

ADDRESS: 1050 New Road

PETITIONER: NED – New Energy Solar 8 LLC

SITE PLAN SWPPP APPROVED WITH CONDITIONS

- Please include a concrete wash-out & detail.
- Provide a grading plan.
- The Engineer's Report in Section 1 says there are no wetlands onsite but the wetland determination indicates there are – please correct.
- In the NOI, question #15, it has been marked no to the site runoff going into a separate storm system. The site runoff flows into Erie County's roadside ditch system, this should be marked yes.
- The east/west drainage needs to be protected/remain functional during construction of the solar panels to the south – please provide an appropriate crossing.
- The existing east/west drainage swale needs to remain functional after the development of the residential lots along New Road. A private drainage easement may want to be considered. The drainage of the solar panel section of this parcel is reliant on that drainage.
- Under the NOT verbiage, a final inspection will be required, not may be required.
- Please include 25-year storm calculations for a complete review.

VR/SKB

Cc: Peter Sorgi, Hopkins Sorgi & McCarthy, 726 Main St., Suite B, East Aurora, NY 14052
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Design, 487 Main St., Suite 500, Buffalo, NY 14203
Doug Feyes, Carmina Wood Design, 487 Main St., Suite 500, Buffalo, NY 14203

ENGINEERING OFFICE – SEWER MAINTENANCE
1100 N. FOREST ROAD
WILLIAMSVILLE, N.Y. 14221
(716) 631-7154 FAX: (716) 631-7222

WASTEWATER TREATMENT FACILITY – ENVIRONMENTAL CONTROL
455 TONAWANDA CREEK ROAD
AMHERST, N.Y. 14228
(716) 691-9771 FAX: (716) 691-4496

Attachment: SP-2023-09 SUP TB letter packet 111224 (RES-2024-900 : Special Use Permit for Tier III Solar Energy System at 1050 New Road)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 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.

11/12/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was opened at 8:32 PM.

Dan Ulatowski, Assistant Planning Director, presented.

The following speaker addressed the Town Board:
Don Smith, 201 N Long St

There were no further speakers from the public, therefore Supervisor moved to adjourn the hearing and set a decision date for December 2nd Town Board meeting, seconded by Councilmember Berger and unanimously approved 3-0. The public hearing was adjourned at 8:41 PM.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 12/2/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Berger, Szukala	
ABSENT:	Lavin, Marinucci	

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

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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,

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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,

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

including such yards as are required by ordinance and such yards as are arranged and designed to be used in connection with such structure.

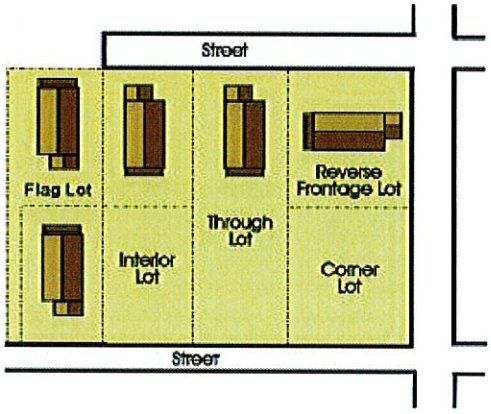
LOT LINE Any boundary line of a lot.

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.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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.

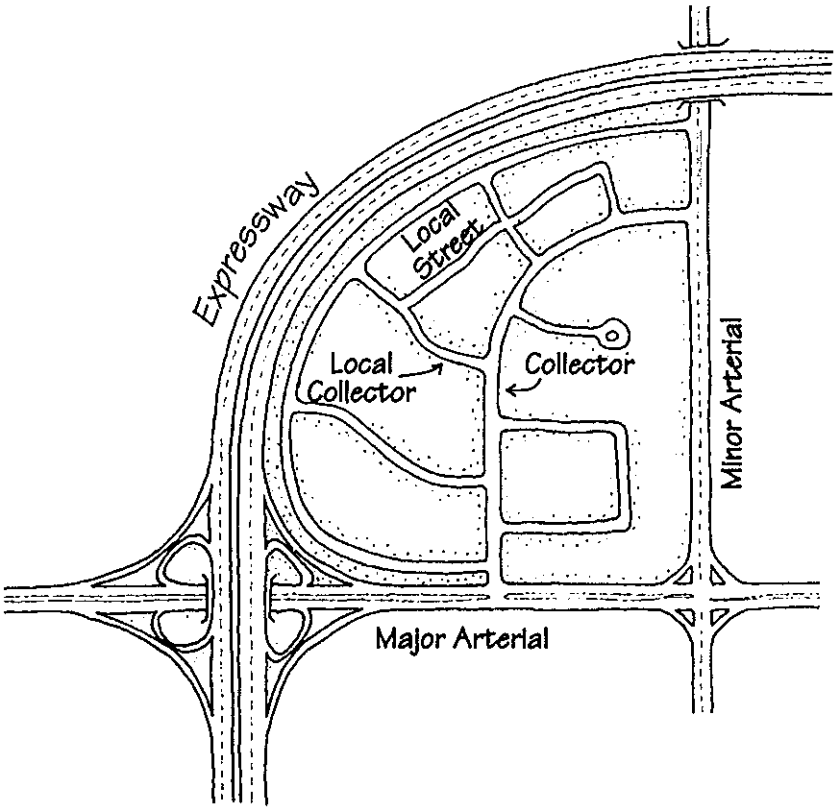
§ 3-2. Streets

3-2-1. Hierarchy.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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.

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)

3-2-4. Specific Design Standards.

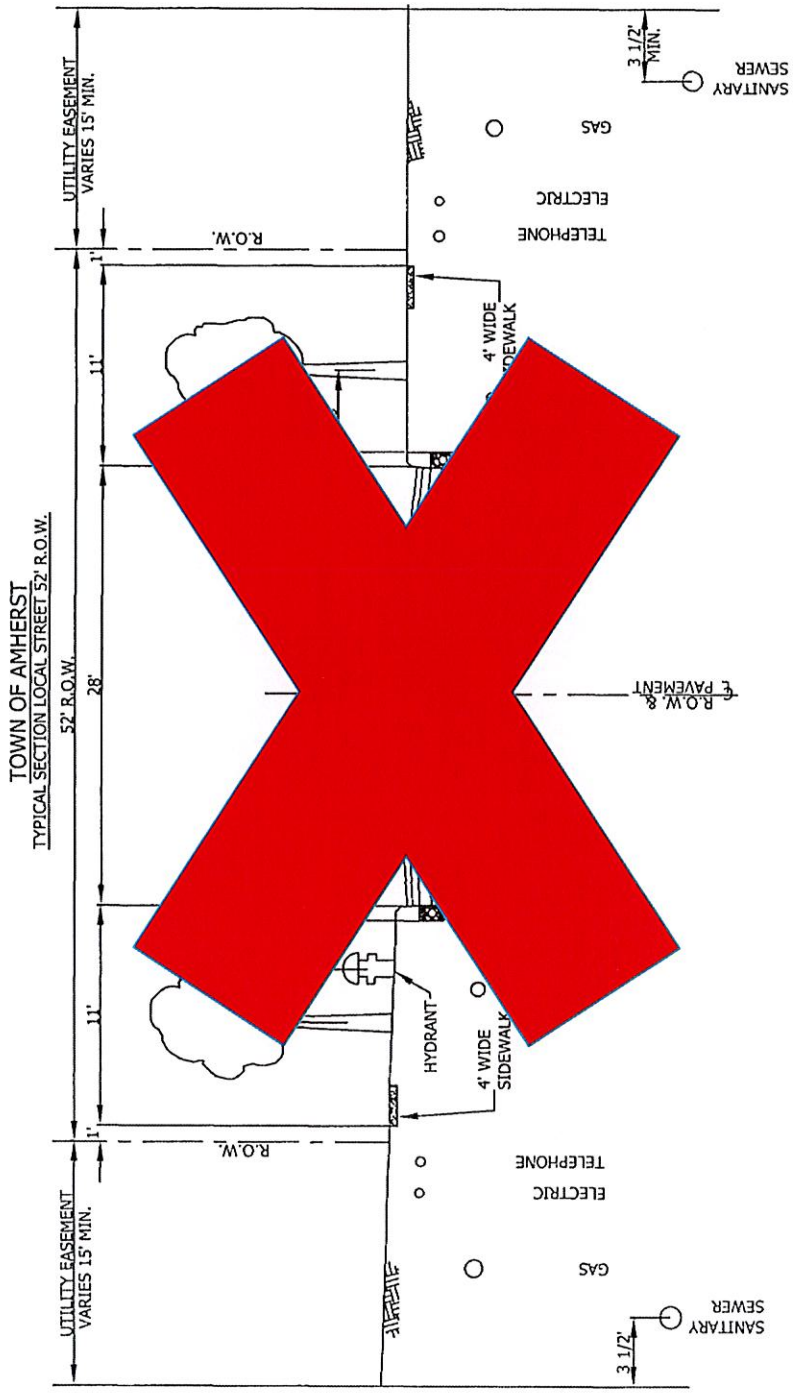
A. Geometric and Pavement Standards.

(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)

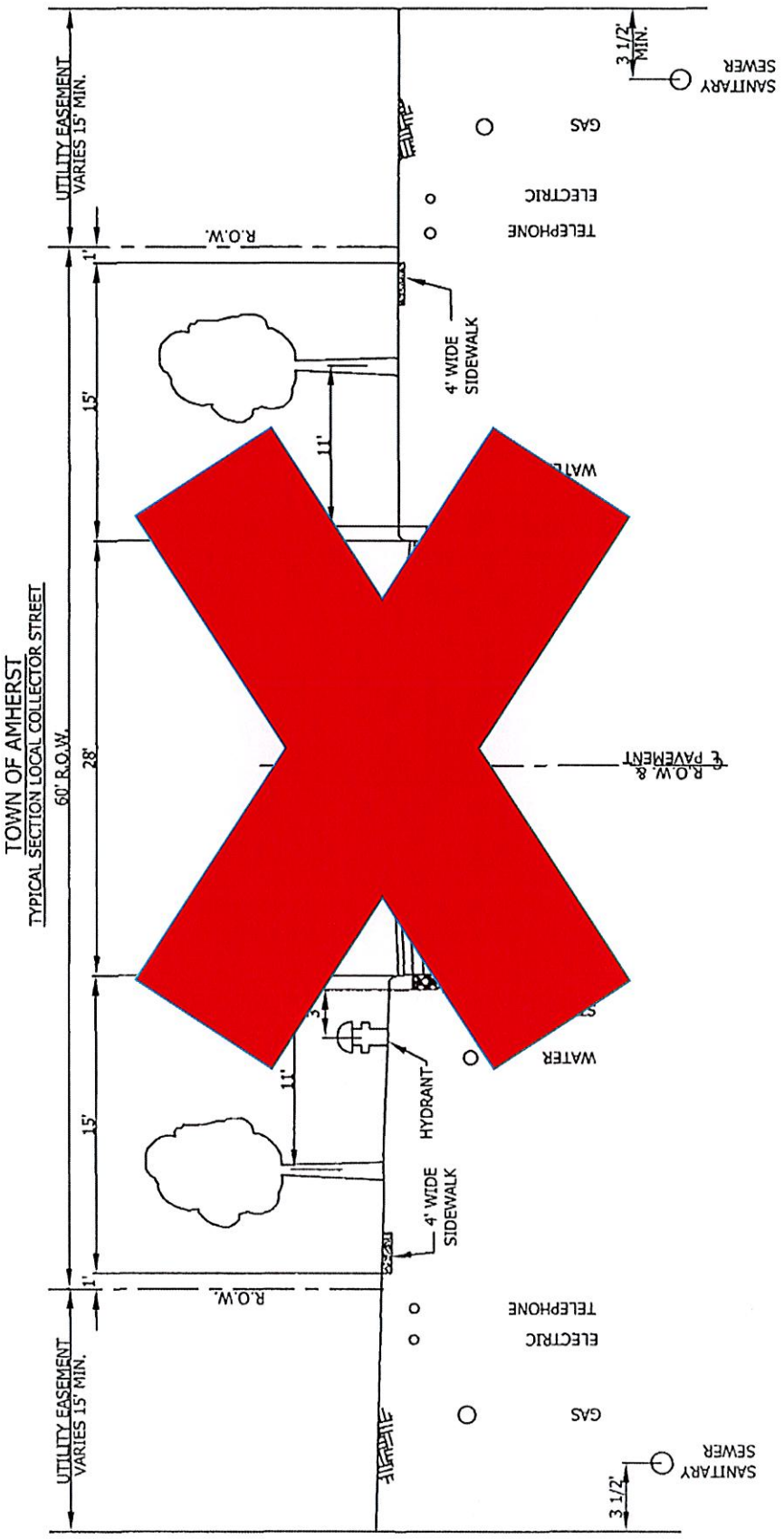
(2) Local Collectors.

(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.

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 - Local Collector

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

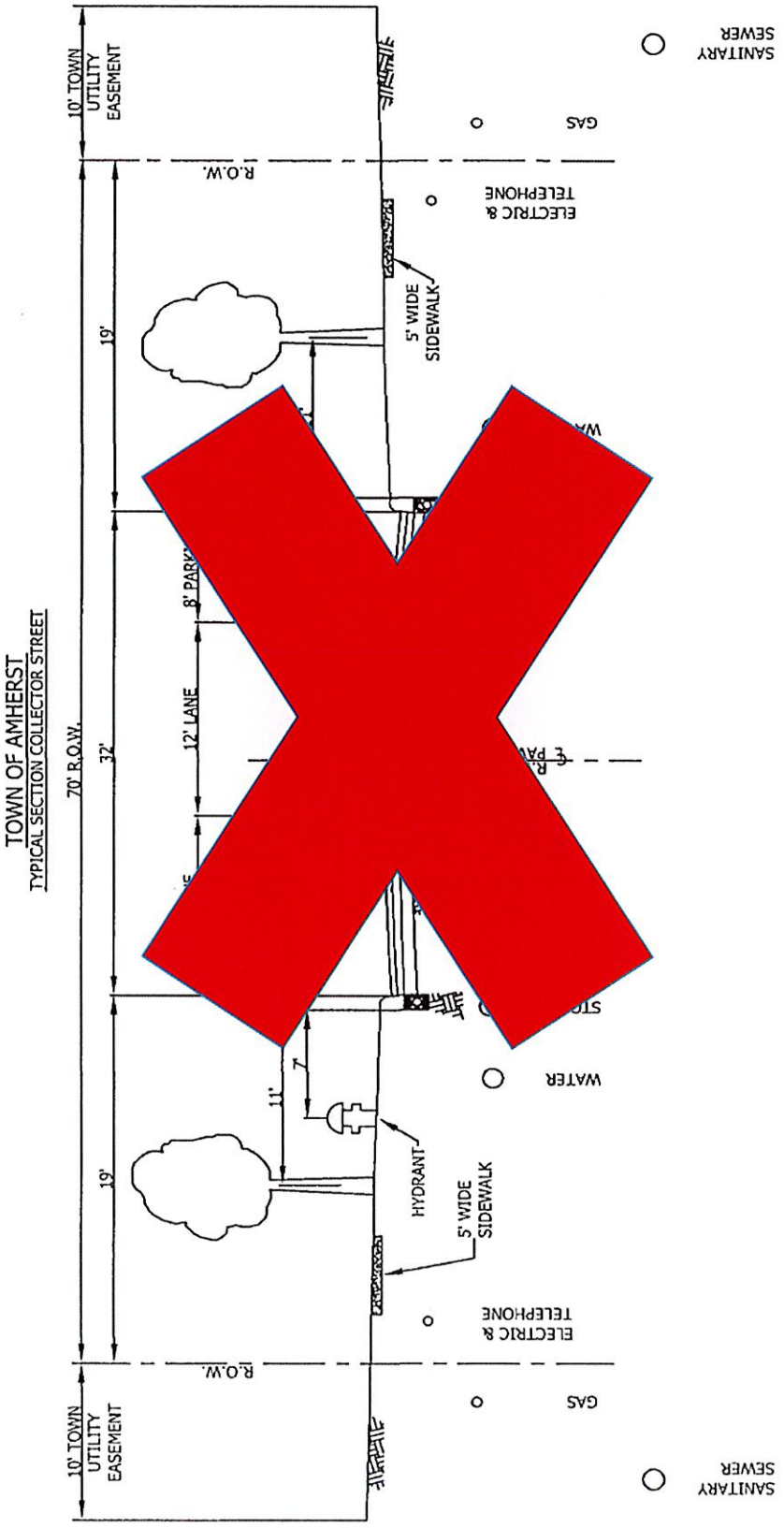
(3) Collectors.

(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.

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 - 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)

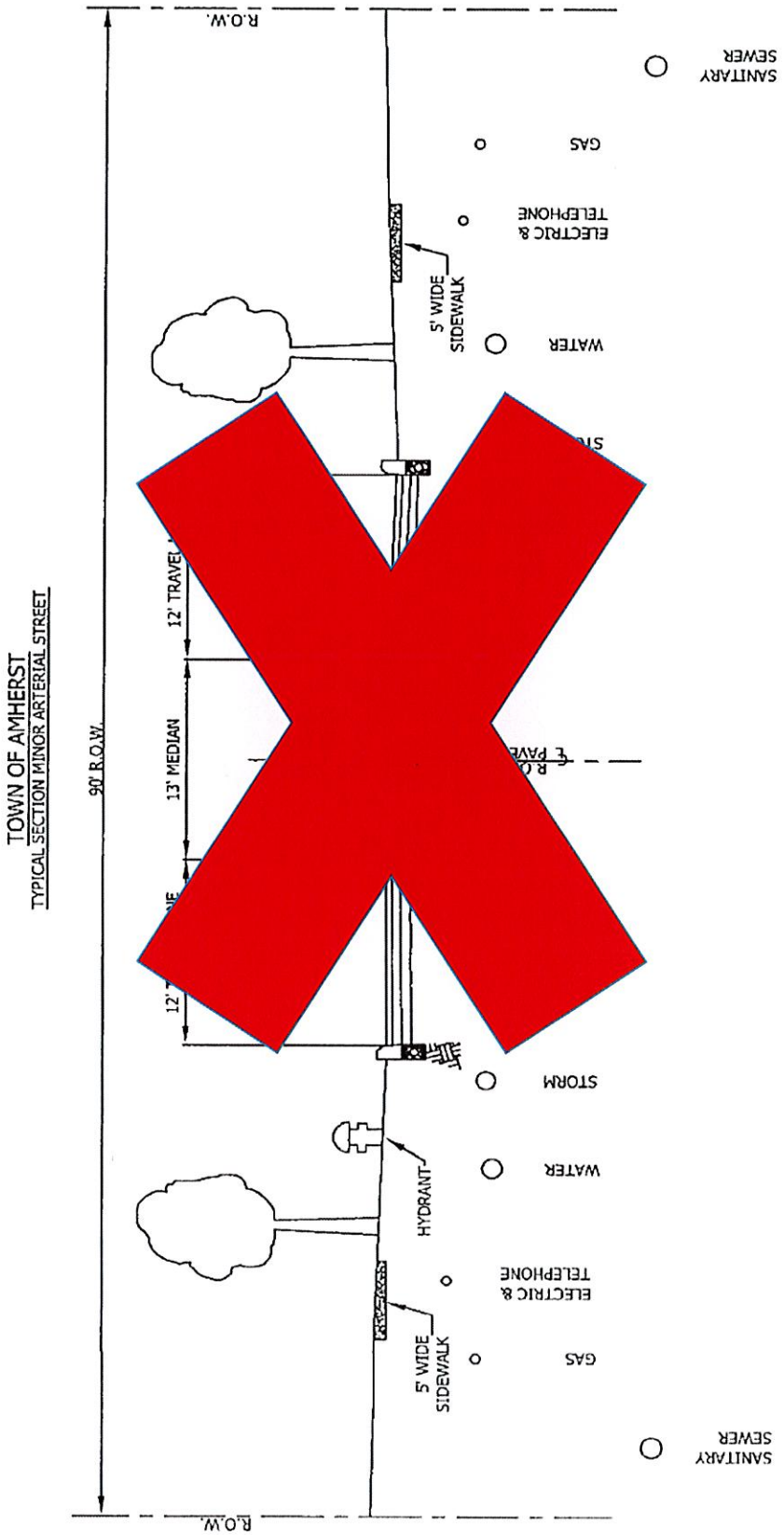
(4) Minor Arterials.

(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)

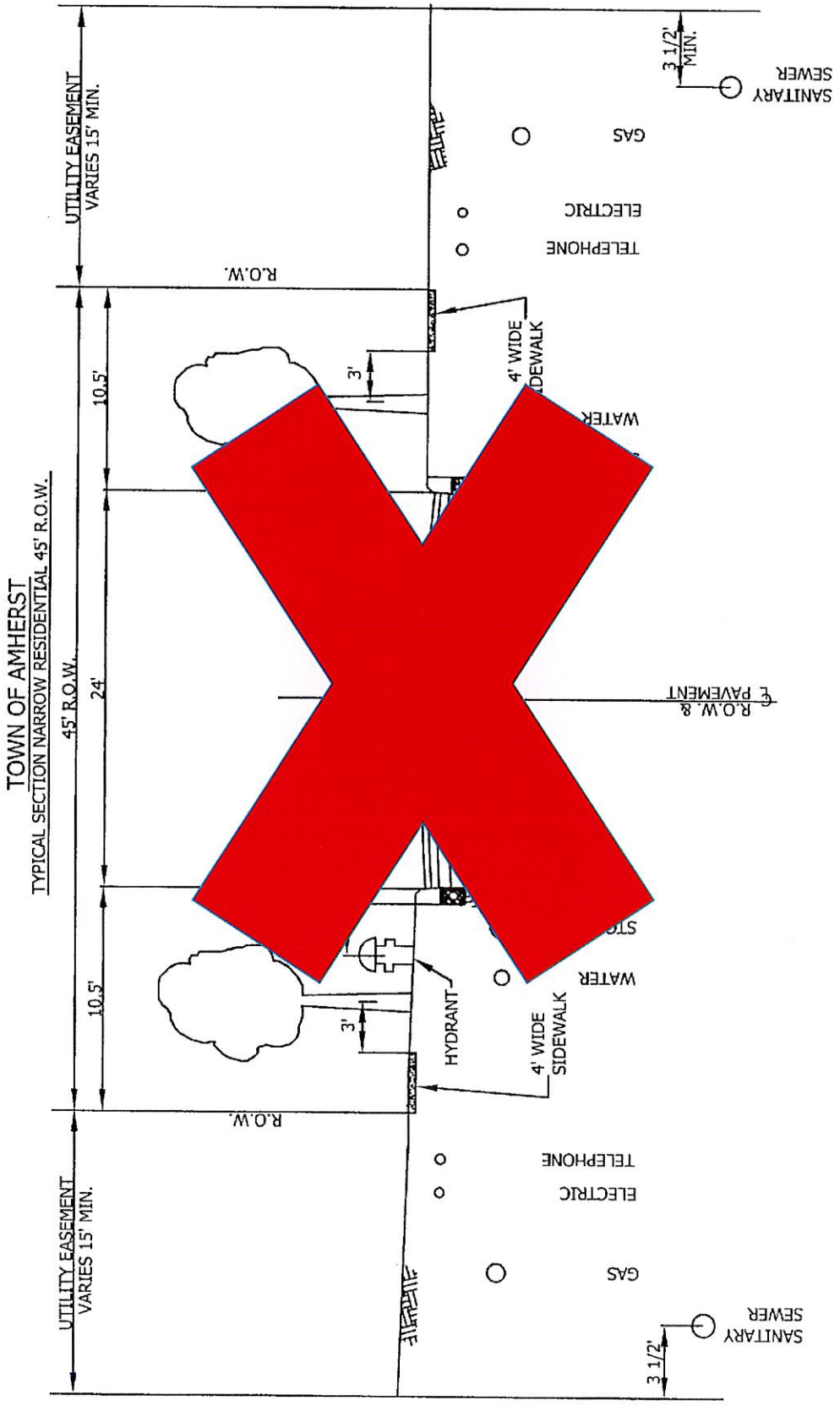
(5) Narrow Residential Streets.

(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.

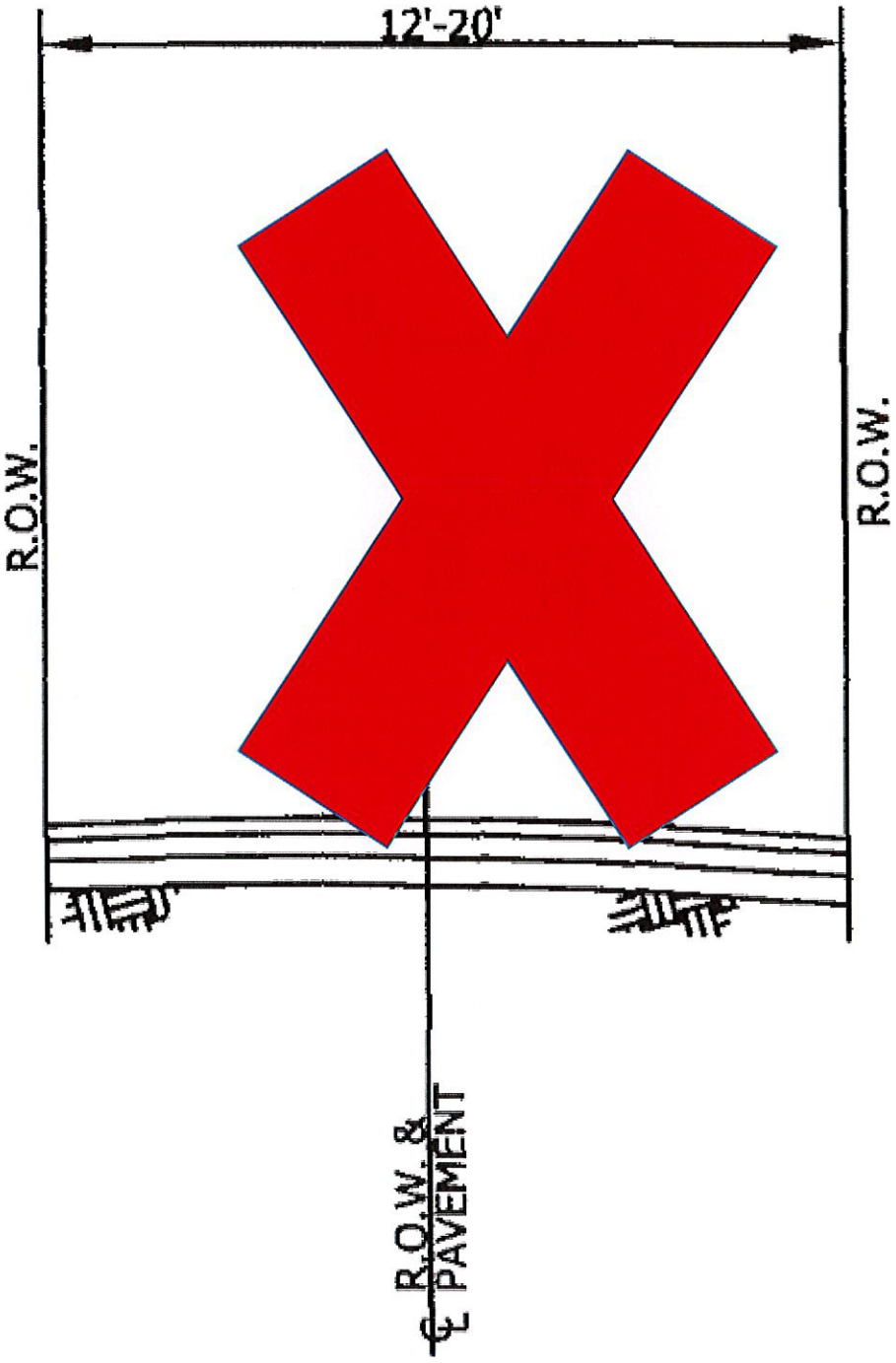
Overall Design Parameters	
Alleys are to be designed to provide the minimum stopping sight distance, maximum grade, minimum curve radii, and speed in accordance with AASHTO Design Standards.	
~~Minimum stopping sight distance~~	5 ~~0~~'
~~Maximum grade~~	8%
~~Minimum curve radius~~	7 ~~2~~'
~~Design 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

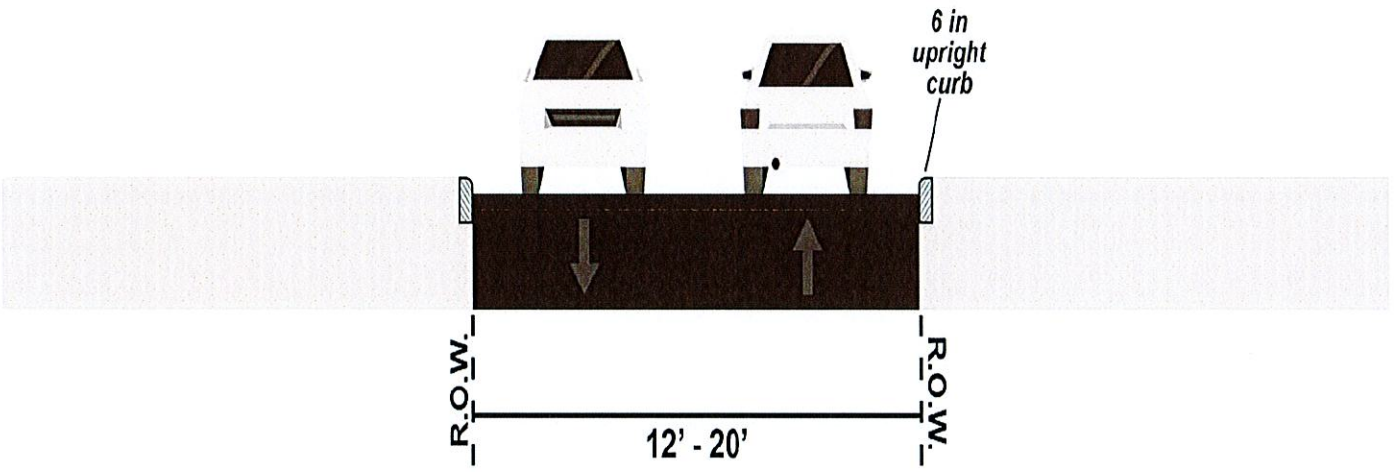
TYPICAL SECTION ALLEY 12'-20' R.O.W.



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.

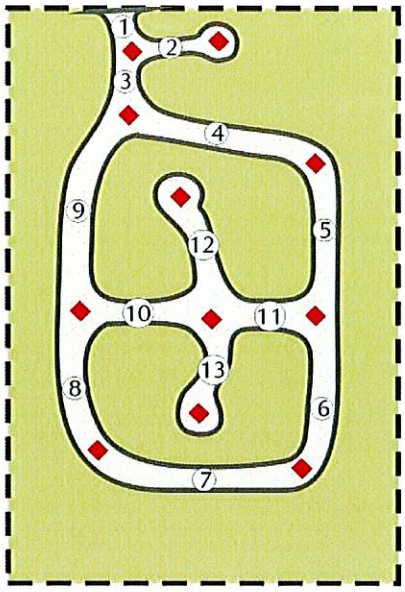
(c) A higher connectivity ratio in a surrounding area shall not provide justification to reduce the required connectivity of a proposed subdivision.

(d) The Planning Board may permit a lower connectivity ratio based upon site constraints.

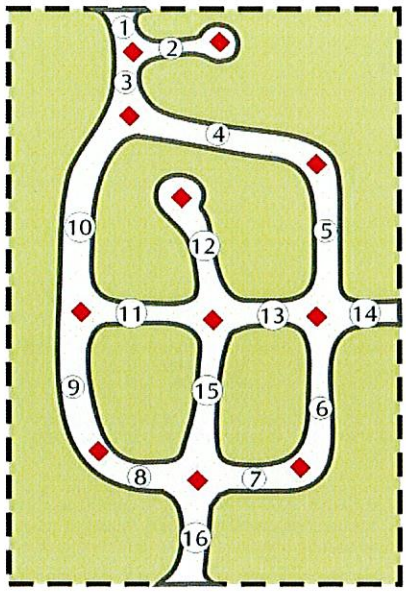
(3) **Sample Calculation.** The following sample calculation and figures show how the street connectivity ratio for a subdivision shall be calculated.

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:

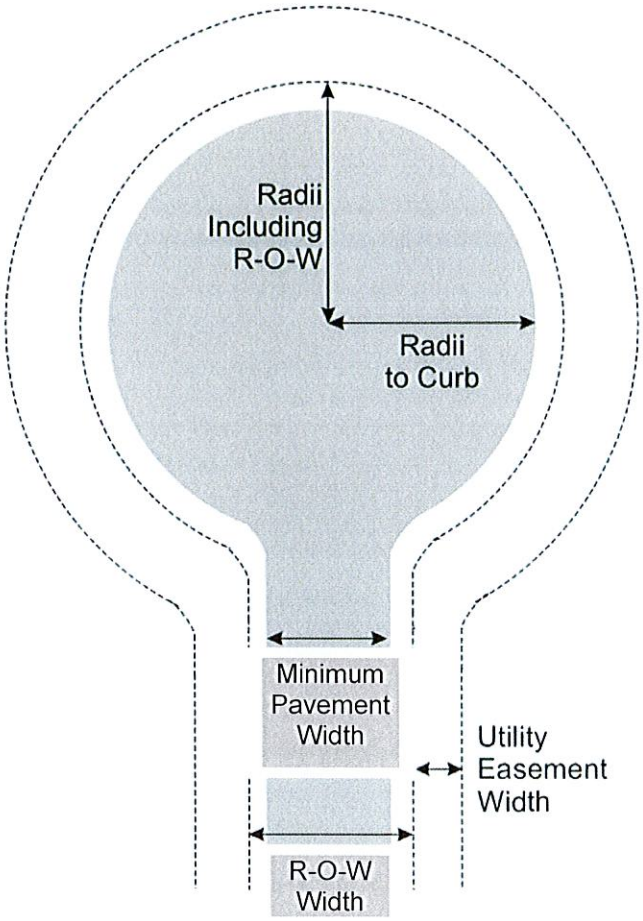
(a) The island shall be surrounded by ~~an island curb~~ a mountable curb.

(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.

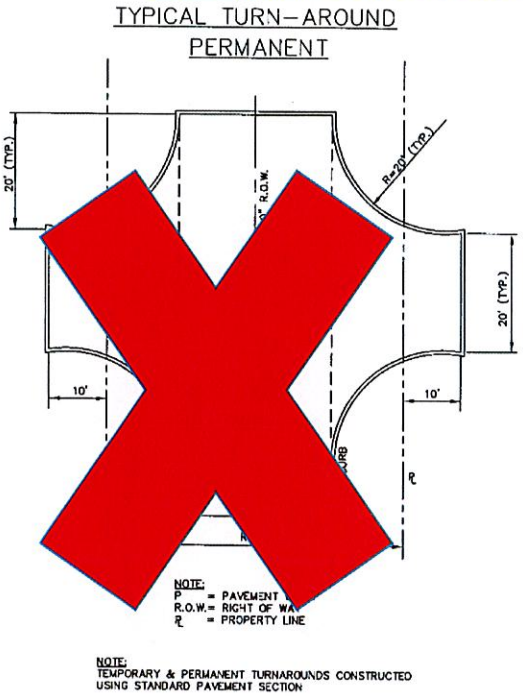
(e) The petitioner shall provide for perpetual maintenance of the unpaved island through a homeowners association or other acceptable organization.

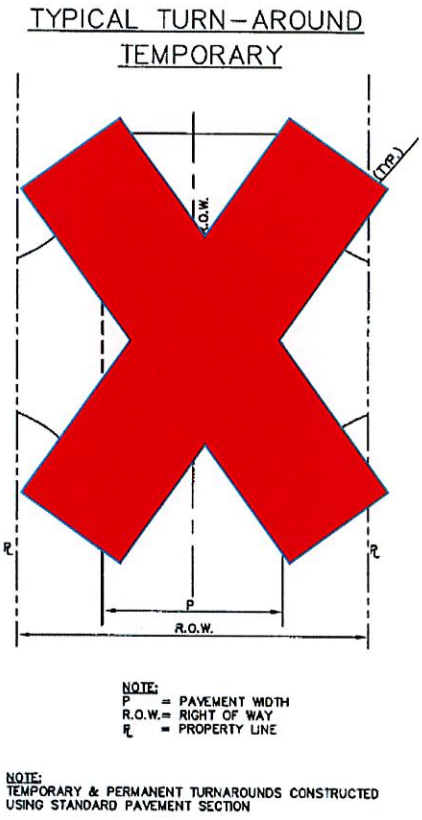


Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

(3) The T-shaped turnaround shall have the dimensions required in the figures below.

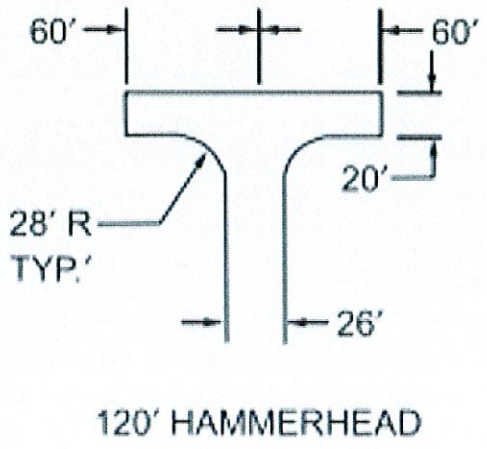
(a) No lot shall take access to a temporary turnaround ~~unless permission is granted at the discretion of the Highway Superintendent.~~. All temporary turnarounds must meet Appendix D of NYS Fire Code.



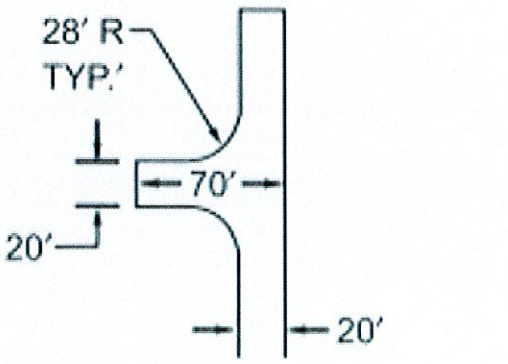


(4) All turnarounds shall contain adequate space for snow storage and for the maneuvering of emergency vehicles.

NEW IMAGES TO REPLACE EXISTING ONES



120' HAMMERHEAD

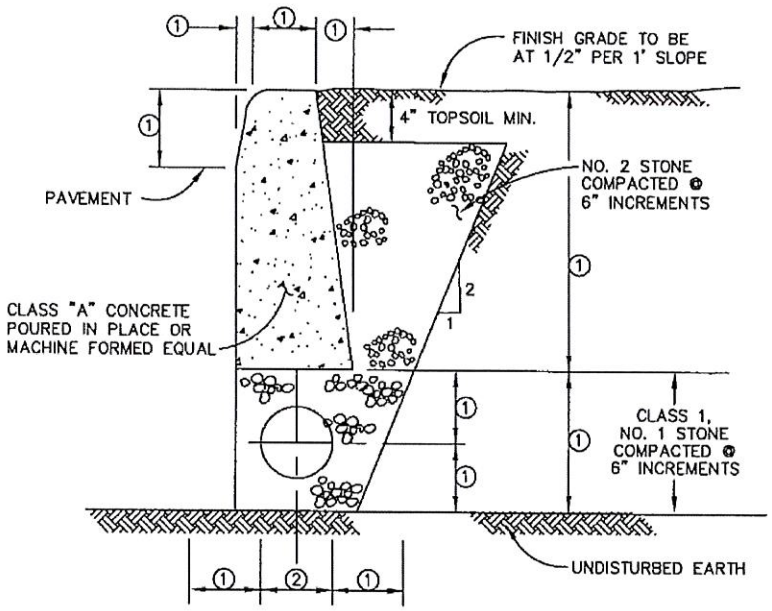


ACCEPTABLE ALTERNATIVE TO 120' HAMMERHEAD

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.~~

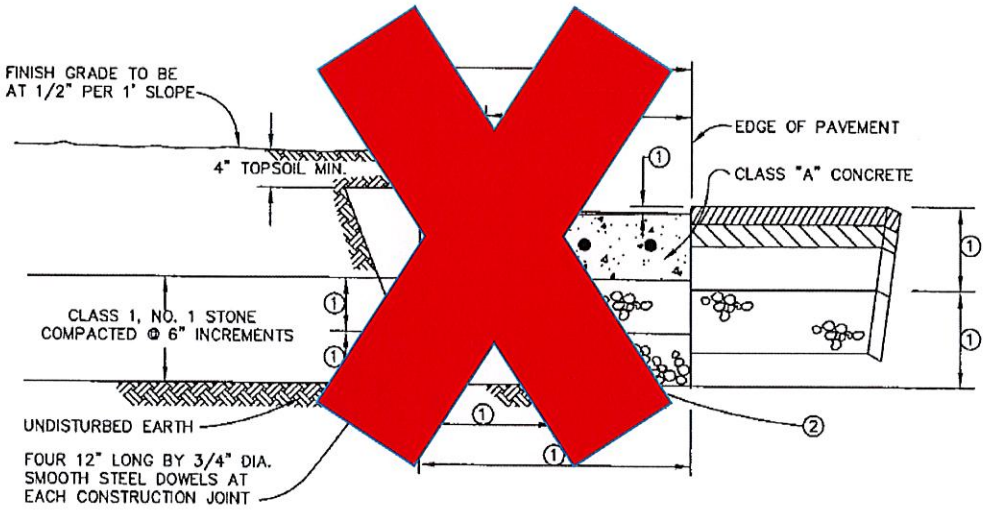
Type "A" Curbing



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

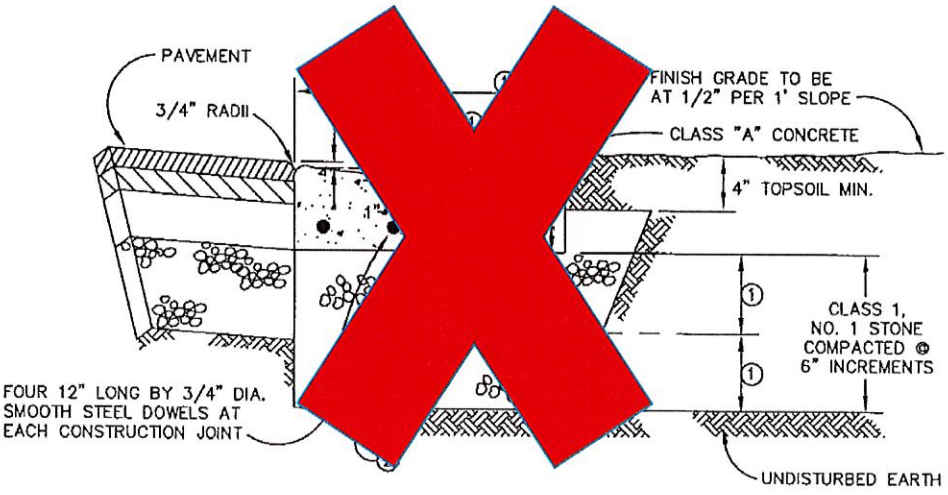
Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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;

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

(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,

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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.

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)

§ 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;

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

(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.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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.

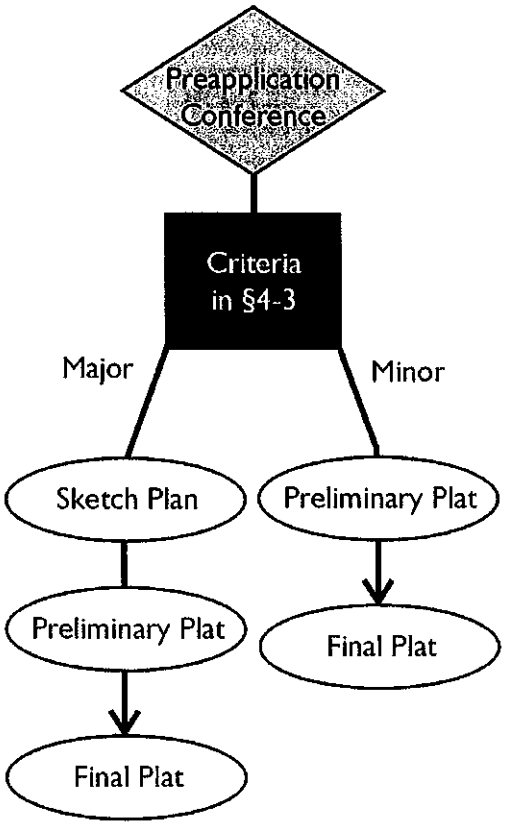
Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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.



Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

§ 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;

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

(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

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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.

Attachment: ZTA-2024-01 TB letter packet 100124 (RES-2024-774 : Local Law Amending Chapter 204 - Subdivision Regulations)

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

DAH 5/28/2024
RECEIVED BY 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? ☐Yes ☐No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
i. What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
_____
_____
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe. _____
_____
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan: _____
_____
_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☐No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____
_____

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: 11/12/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29644 **RESOLUTION 2024-901** **ADOPTED**

SEQR Determination (Location 46, 54, 60, 68, 74 & 84 South Linden Street, BCPA-2023-02)

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a Bicentennial Comprehensive Plan amendment at 46, 54, 60, 68, 74 & 84 South Linden Street and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

11/12/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0.

FINANCIAL IMPACT:

None

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Attachment: BCPA-2023-02_TB_SEQR_Draft_Neg_Dec_11122024 (RES-2024-901 : SEQR Determination - 46, 54, 60, 68, 74 & 84 South Linden

DRAFT
SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: BCPA-2023-02

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

Date:

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

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

Title of Action: Bicentennial Comprehensive Plan Amendment.

SEQR Status: Unlisted action.

Description of Action: Request to amend the Bicentennial Comprehensive Plan for 2.4± acres of land from Single Family Residential to Mixed Residential to allow for the potential rezoning and construction of town homes.

Location: 46, 54, 60, 68, 74 & 84 South Linden Street, Town of Amherst, Erie County, New York

Petitioner: Michael Keller

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short Environmental Assessment Form (EAF) - Part 1, a complete Bicentennial Comprehensive Plan Amendment application, and concept plan, a preliminary staff analysis was undertaken. Based on the results of the EAF Part 2 and compared to the criteria listed in Section 617.7, all indications are that the proposed change in land use designation of 2.4± acres of land from Single Family Residential to Mixed Residential to allow for the potential rezoning and construction of town homes will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on October 18, 2023 reviewed the application and EAF submitted on August 28, 2023 and has no concerns with the Bicentennial Comprehensive Plan Amendment request and comments that downstream sewer capacity analysis will be required at the time of site plan review.

2. The change in future land use designation to Mixed Residential will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. Any potential impacts will be mitigated for during an evaluation of a specific site project when a petition is filed, including the opportunity for preservation of existing vegetation.

3. The action is an amendment to the Town's Comprehensive Plan to permit the inclusion of lands beyond those that the current plan, specifically Figure 6, designates as Single Family Residential to Mixed Residential. The Town's Comprehensive Plan, Section 3.3.2 requires a plan amendment process to permit the expansion or change of use areas beyond what is currently designated on Figure 6. Therefore, the action is consistent with such comprehensive plan requirement.

4. The geographic area of the plan amendment includes an area identified by the State as having potential archaeological or historical significance. However, the site has been previously disturbed, therefore, the project will not impair the character or quality of important historical resources**.** The NYS Office of Parks Recreation and Historic Preservation will be consulted at rezoning/site plan application submission.

5. The change in the future land use plan designation from Single Family Residential to Mixed Residential will not significantly impair the character or quality of important aesthetic resources or of the existing community or neighborhood character. During evaluation of site-specific rezoning and site plan application, impacts to community character will be evaluated and mitigated for, including overall scale of buildings, building height, building design and compatibility with neighborhood character.

6. The change in the future land use plan designation from Single Family Residential to Mixed Residential will not cause a change in the use of either the quantity or type of energy.

Attachment: BCPA-2023-02_TB_SEQR_Draft_Neg_Dec_11122024 (RES-2024-901 : SEQR Determination - 46, 54, 60, 68, 74 & 84 South Linden

7. The change in the future land use plan designation will not cause a hazard to human health.

8. The change in the land use designation from Single Family Residential to Mixed Residential will cause a change in future intensity of use of land within the subject geographic area of the Town. The proposed mixed residential designation allows for a potential of up to 12 units per acre to be developed versus the current residential development designation of 2-4 units per acre.

9. The change in the land use designation from Single Family Residential to Mixed Residential will significantly increase the number of people using the site over its previous level of use. The land area is currently vacant land. The potential density allowed in a mixed residential area is higher than the existing land use designation, and therefore would increase the number of people using the site over its previous level of use.

10. Coordinated reviews of the project have been undertaken by Town Departments including Building on August 29, 2023, Engineering on October 18, 2023, Town Attorney on December 1, 2023, Traffic/Safety Board on August 29, 2023, Assessor on August 30, 2023, Fire Chiefs' Association on August 28, 2023, and Planning Department on September 15, 2023, and Right-of-Way Agent on October 27, 2023. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

11. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

_____ _____
Scott Marshall, Principal Planner date

_____ _____
Brian J. Kulpa, Supervisor date

SM/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_TB_SEQR_Draft_Neg_Dec_11122024.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
Michael Keller, 5391 Thompson Rd., Clarence, NY 14031
Jeffery D. Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, PC, 9276 Main St., Clarence, NY 14031

Attachment: BCPA-2023-02_TB_SEQR_Draft_Neg_Dec_11122024 (RES-2024-901 : SEQR Determination - 46, 54, 60, 68, 74 & 84 South Linden

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

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

Adoption of Resolution to Amend the Bicentennial Comprehensive Plan - 46, 54, 60, 68, 74 & 84 South Linden Street

WHEREAS, the Amherst Town Board has considered reviews of the proposed amendment to the Bicentennial Comprehensive Plan by Town Departments including Building, Engineering, Planning, Town Attorney, Traffic/Safety Board, Fire Chiefs' Association, Right-of-Way Agent and Planning Department as it pertains to the Conceptual Land Use Plan that have been undertaken, and

WHEREAS, pursuant to NYS Town Law Sec. 272-a, the Town Board has reviewed and does not concur with the findings of the Planning Board as stated in their resolution of January 18, 2024 that the proposed change in land use designation from Single Family Residential to Mixed Residential at 46, 54, 60, 68, 74 & 84 South Linden Street is inconsistent with the adopted Bicentennial Comprehensive Plan, as amended, and

WHEREAS, the Town Board finds that the proposed land use is consistent with the various forms and densities of residential uses along Wehrle Drive and the surrounding area, and is consistent with many of the objectives of Chapter 8 -Housing and Neighborhoods of the Bicentennial Comprehensive Plan, now therefore be it

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

RESOLVED, that in accordance with NYS Town Law Sec. 272-a, the Town Board amends the Bicentennial Comprehensive Plan as it pertains to the Conceptual Land Use Plan for 2.4± acres of land from Single Family Residential to Mixed Residential at 46, 54, 60, 68, 74 & 84 South Linden Street.

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

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

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

Jeff Palumbo, Esq. presented.

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

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

6/24/2024
Supervisor Kulpa made a motion to adjourn to the July 22nd meeting per the petitioner's request, seconded by Deputy Supervisor Lavin and unanimously approved 4-0.

7/22/2024
Supervisor Kulpa made a motion to adjourn to the August 19th meeting per the petitioner's request, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

8/19/2024
Supervisor Kulpa made a motion to adjourn to the November 12th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

11/12/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 3-0.

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

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Direc

Daniel J. Ulatowski,
Assistant Planning D

Town Board Agenda of March 11, 2024

March 5, 2024

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

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

Honorable Members:

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

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

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

History of previous rezoning requests:

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

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Honorable Town Board

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

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

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

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

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

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

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

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

ADEQUATE SERVICES AND UTILITIES

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Honorable Town Board

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

RECOMMENDATION

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

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

The Planning Department requests that if the Town Board desires to act on the Plan amendment, that a decision date be established after the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and a resolution for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

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

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

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

JAN 24 2024 PM2

PETITIONER

South Linden LLC
493 Kennedy Road
Cheektowaga, NY 14227

PROPERTY LOCATION

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

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

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

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

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

WHEREAS the Planning Board finds that:

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

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

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

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

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

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

JAN 24 2024 PM2

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

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

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

Michael J. Chmiel, Planning Board Chair

1/24/24
Date

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

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -





TOWN OF AMHERST PLANNING DEPARTMENT

Request for Bicentennial Comprehensive Plan Amendment

For Official Use

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

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

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

Fee schedule subject to change by future Town Board action

TOTAL FEE: $ 15

TO BE COMPLETED BY APPLICANT

Petitioner:

Name: South Linden LLC

Address: 493 Kennedy Road

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

Phone: (716) 432-6947 Fax _____

Email: john@kimilco.com

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Owner of Land (if different than above):

Name: _____

Address: _____

_____

City State Zip Code

Phone: _____ Fax _____

E Mail: _____

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

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

Address: 9276 Main Street, Suite 3

Clarence NY 14031

City State Zip Code

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

E Mail: jpalumbo@blockandlongo.com

Petitioner's interest in property

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

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

N/A

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

South Linden Street, a paper street

SBL #(s): TBD

INFORMATION ON REQUEST

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

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

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

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

FROM:

- ☐ Rural Residential
- ☒ Single Family Residential
- ☐ Mixed Residential
- ☐ Medium Residential
- ☐ Commercial/ Mixed Use*
- ☐ Special Use Center
- ☐ Commercial-Office
- ☐ Industrial-Office
- ☐ Community Facilities
- ☐ Educational Campus
- ☐ Recreation, Open Space, & Greenways
- ☐ Agriculture
- ☐ Transportation

*Additional Designations in Figure 6-A:

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

TO:

- ☐ Rural Residential
- ☐ Single Family Residential
- ☒ Mixed Residential
- ☐ Medium Residential
- ☐ Commercial/ Mixed Use*
- ☐ Special Use Center
- ☐ Commercial-Office
- ☐ Industrial-Office
- ☐ Community Facilities
- ☐ Educational Campus
- ☐ Recreation, Open Space, & Greenways
- ☐ Agriculture
- ☐ Transportation

*Additional Designations in Figure 6A:

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

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

Figure # or Name: Figure 6 Conceptual Land Use Plan

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

A. Description of any prospective action:

B. Rationale for request of amendment:

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

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

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

SECTION 809 CERTIFICATION

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

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

Signature of Petitioner

Subscribed and sworn to before me this 21 *day of* August, *20* 23

Notary Public, Erie County, New York

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

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

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

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

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

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

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

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Comprehensive Plan Amendment Analysis S. Lynden Street

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

A. Description of Prospective Actions:

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

B. Rationale for Request of Amendment:

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

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

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

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

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

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

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

1. 3.0. Land Use and Development?

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

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

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

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

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

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

4. ***6.0 Transportation:***

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

5. ***7.0 Infrastructure:***

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

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

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

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

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

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

Part 1 – Project and Sponsor Information

Name of Action or Project:
South Linden Townhomes

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

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

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

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

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

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

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

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

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☑	☐	☐
b. Consistent with the adopted comprehensive plan?	☑	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☑	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☑	YES ☐	
b. Are public transportation services available at or near the site of the proposed action?	☑	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO ☐	YES ☑	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO ☐	YES ☑	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO ☐	YES ☑	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO ☑	YES ☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO ☑	YES ☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☑	☐	

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

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

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

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

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

Applicant/sponsor/name: JEFFERY D. PALUMBO - AS ATTORNEY Date: 8-21-23

Signature: [signature] Title: ATTORNEY

PRINT FORM

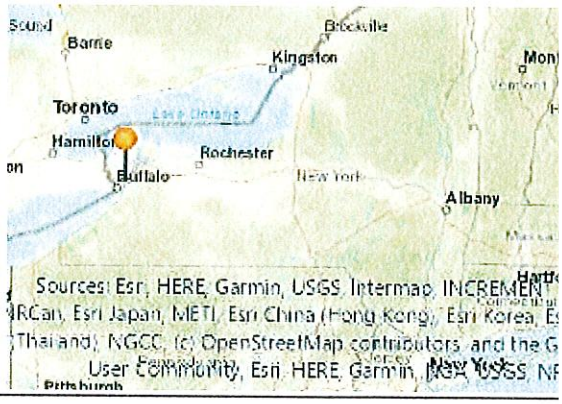
Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

EAF Mapper Summary Report

Monday, August 21, 2023 8:48 AM

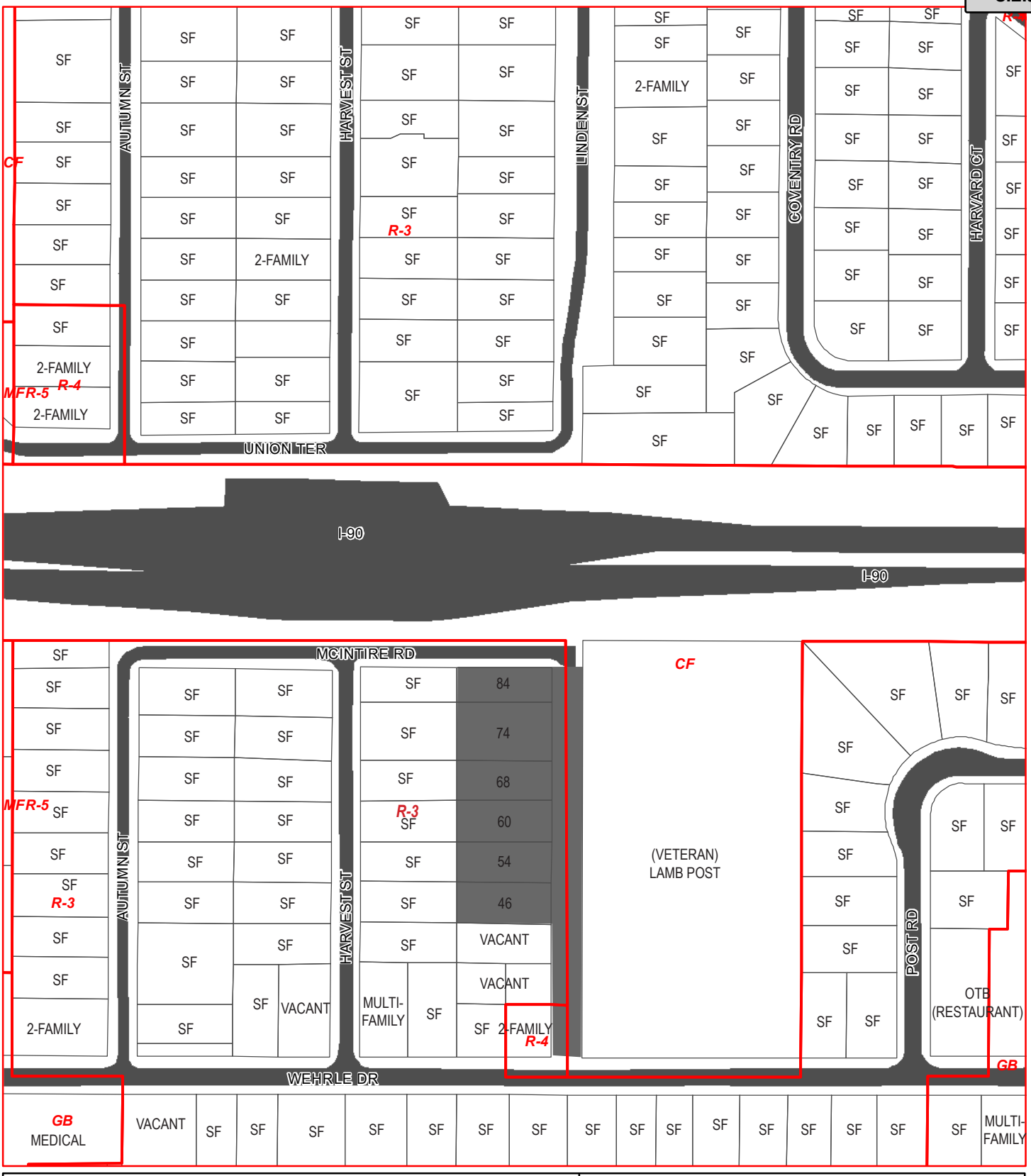


Disclaimer: The EAF Mapper is a screening tool intended to assi project sponsors and reviewing agencies in preparing an environment assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF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



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -



BCPA-2023-02

Request to Amend the Comprehensive Plan "Figure 6" from Single-Family Residential to Mixed Residential
Property Located at 46, 54, 60, 68, 74 & 84 South Linden St.
South Linden LLC, Petitioner

January 18, 2024

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

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -



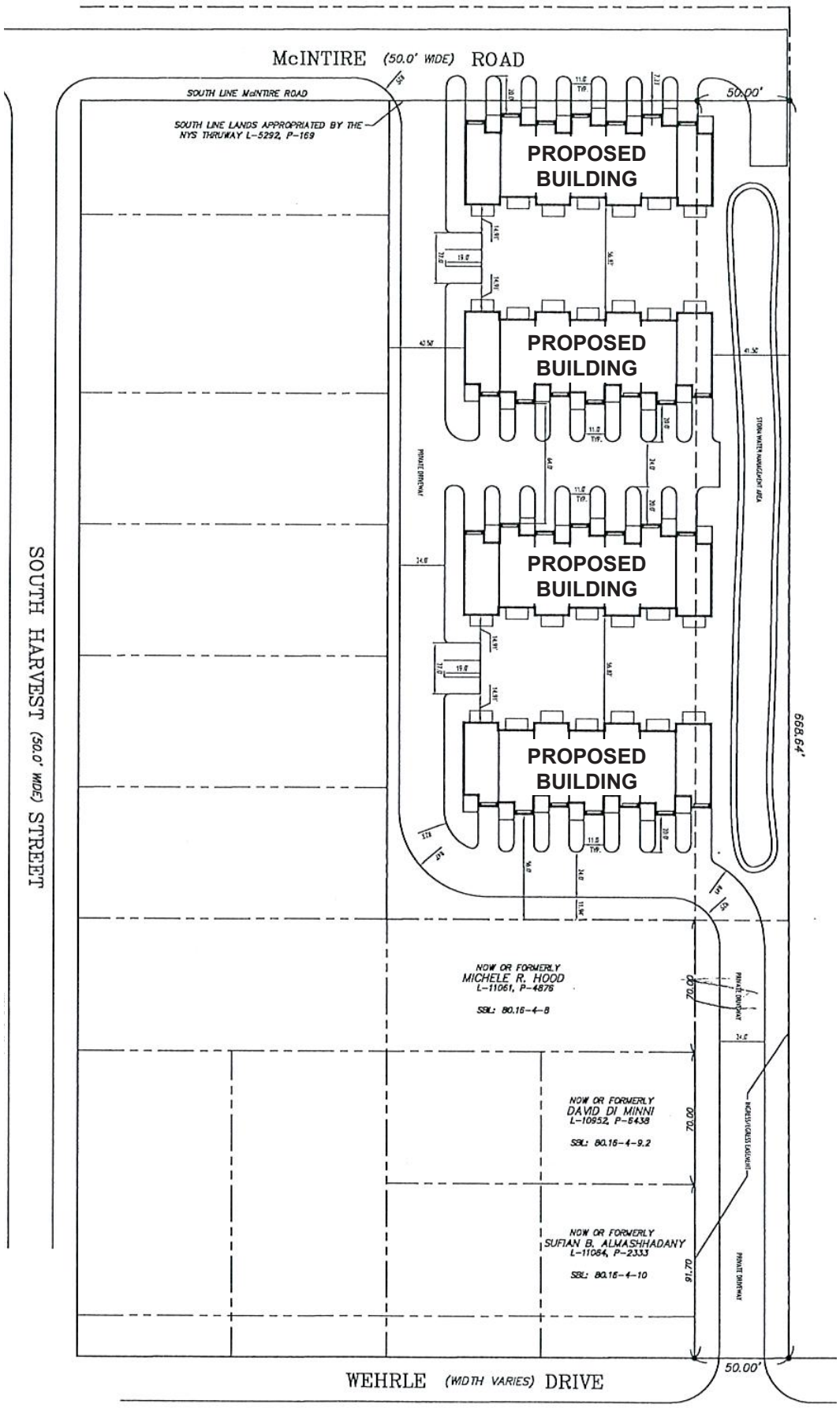


CONCEPTUAL ILLUSTRATIONS

BCPA-2023-02

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

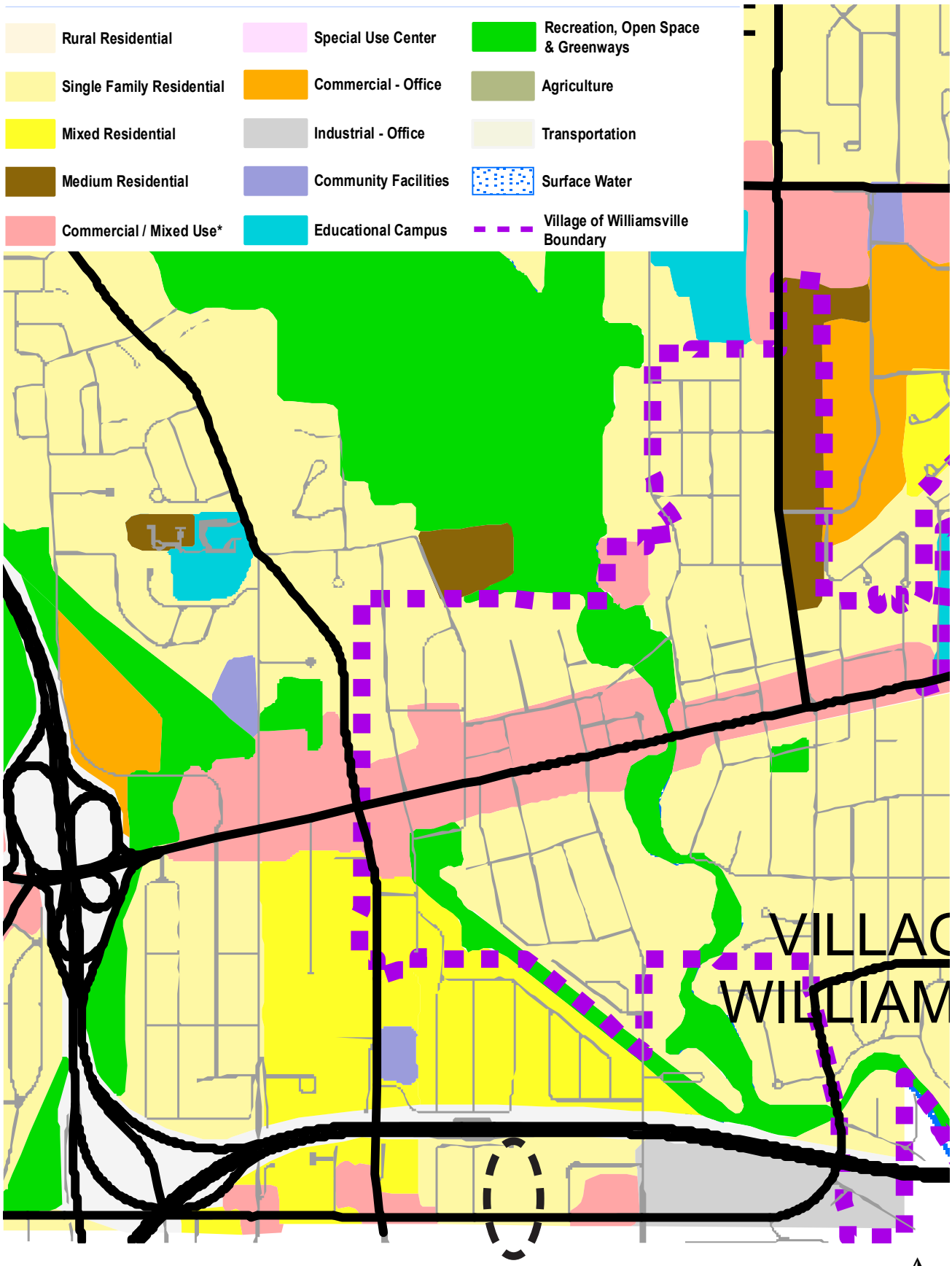


CONCEPT PLAN

BCPA-2023-02

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

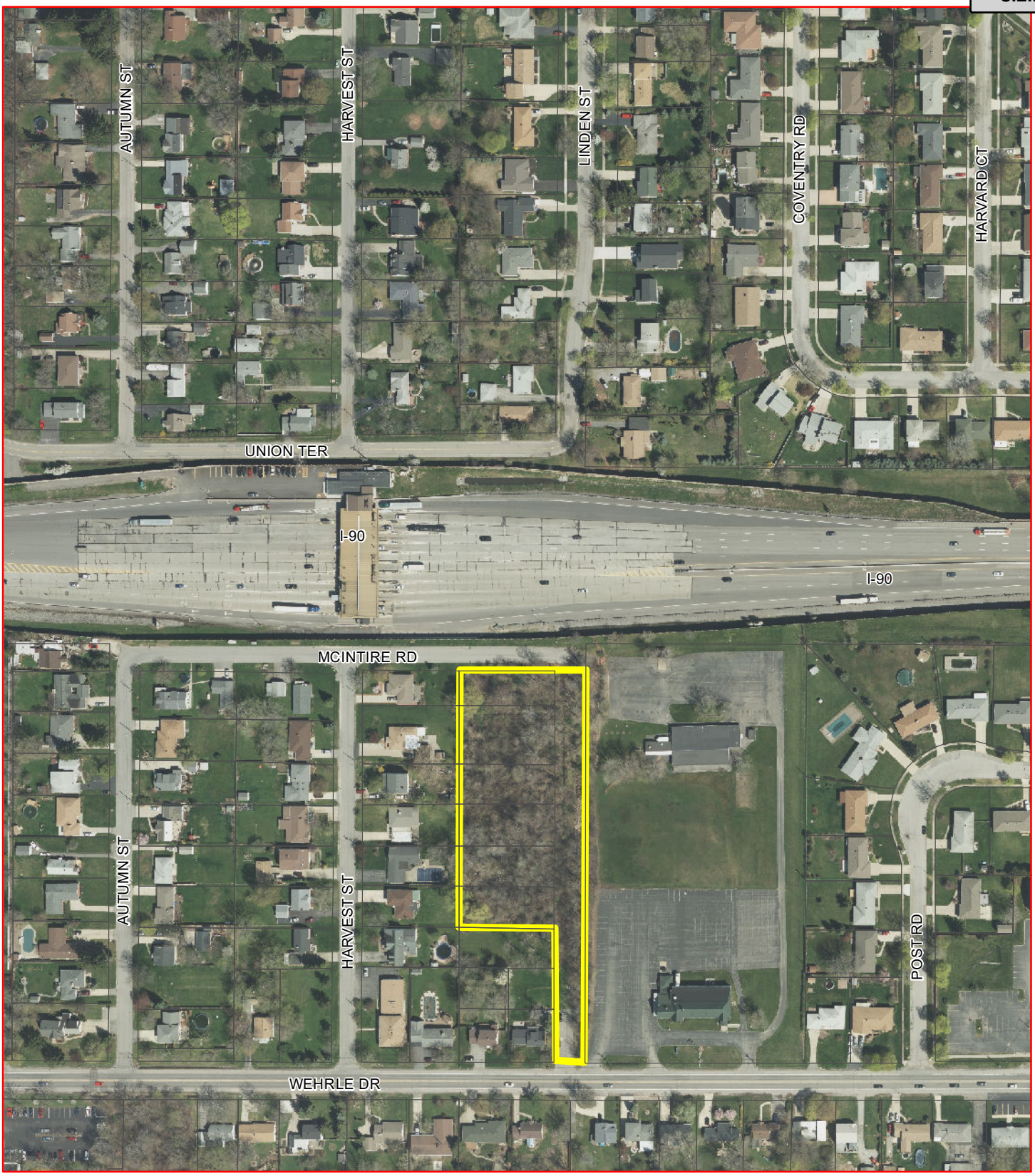
Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -



COMPREHENSIVE PLAN
FIGURE 6

BCPA-2023-02
46, 54, 60, 68, 74 & 84 South Linden Street

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -



BCPA-2023-02

Request to Amend the Comprehensive Plan "Figure 6" from Single-Family Residential to Mixed Residential
Property Located at 46, 54, 60, 68, 74 & 84 South Linden St.
South Linden LLC, Petitioner

January 18, 2024

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

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Amherst

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

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

MEMORANDUM

TO: Scott Marshall, Principal Planner
FROM: Roberta Rappoccio, Associate Planner
DATE: September 15, 2023
RE: BCPA-2023-02 Bicentennial Comprehensive Plan Amendment Review
Proposed: Amend Comprehensive Plan to change land from Single Family Residential to Mixed Residential
Property located at: 46, 54, 60, 68, 74 &84 South Linden Street
Plans received: August 25, 2023

The subject request should be denied.

2.0 Plan Concept

The Conceptual land use plan (Figure 6) in the Town's Comprehensive Plan identifies this area as Single Family Residential (light yellow). In Figure 6 (below), the neighborhood between the I-90 to the north and Wehrle Drive to the south and from the east side of the proposed site to the west side of S. Autumn Street is predominantly existing single family residential.

Proposed mixed residential designation that would introduce potentially higher housing density than is currently presented in this area. With a potential of up to 12 units per acre to be developed, this density would not be in character with the existing small lot, single-family community that surrounds the site.

3.0 Land Use and Development

3.3.1 Residential Uses – Single Family Residential (2- 4 residential units per acre)
The proposed site is an opportunity for new and infill development. Such development should be consistent with the scale and character of the existing single-family homes that surround the site.

The densities of a Mixed Residential development are not suited for this neighborhood. The neighborhood is not an area of transition between commercial uses and lower density single-family neighborhoods, and would not to be considered an underutilized area near commercial or mixed use centers. Single-family density residential development is the appropriate scale at this site.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

FIGURE 6

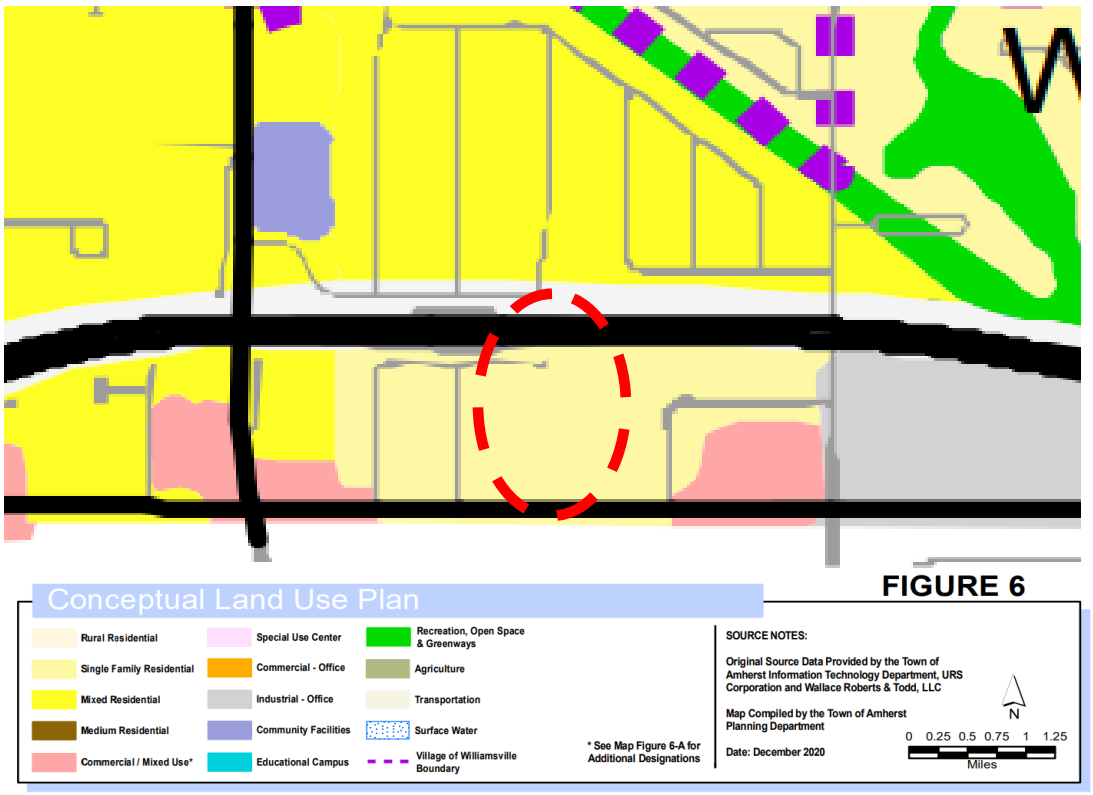


FIGURE 6

With this petition, consideration should also be given to the potential transition of the adjacent site to the east (the George F. Lamm American Legion Post 622) into future single-family residential potential use also. Maintaining the single-family residential use as portrayed in Figure 6 (above) assures consistent future low density residential land use options for the larger area.

4.0 Natural and Cultural Resources

The site is potentially within an area designated as sensitive for archaeological sites. Verification from the NY State Historic Preservation Office that the development will not impact these resources is required.

In addition, the proposed site contains mature trees. Trees that are 6" diameter or larger should remain if possible and be integrated into the design of the site. Where possible, green infrastructure should be incorporated into the design of the site.

5.0 Economic Development

Infill housing will help maintain a strong tax base, however the proposed density recommended in mixed residential would not be in character with the neighborhood. The site could accommodate single-family homes or possible duplex style homes on these lots.

6.0 Transportation

Staff concurs with the petitioner's response.

The Comprehensive Plan recommends the future redevelopment of the property to the east, currently an American Legion Post, as single family residential, access to this area should be enabled with a public street network from McIntire Road to the east end.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

7.0 Infrastructure
Staff concurs with the petitioner's response.

8.0 Housing and Neighborhoods
Housing in this area consists mainly of single-family homes on individual lots. The existing established neighborhood is comprised of modest sized homes on individual lots.

Allowing a much higher density attached housing development to this neighborhood would be inconsistent with the character of the established community.

9.0 Community Facilities and Services
Staff concurs with the petitioner's response

Note: The concept plan provided with the application is being used for informational purposes only. This department review is not to be construed as endorsement or approval of the concept plan or that it complies with the requirements of Section 203 or Section 204 of Town Code.

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

DH/RR/KA
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\DRAFT_BCPA-2023-02_LongRange_082923.doc
cc: Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Palumbo, Gary

From: Polowy, Martin
Sent: Friday, December 1, 2023 1:08 PM
To: Marshall, Scott; Palumbo, Gary; Robshaw, Nora B.
Cc: Burroughs, Nicole
Subject: RE: Request To Amend Bicentennial Comprehensive Plan - South Linden, LLC - gmp_11292023
Attachments: 20231201124628008.pdf

TB conditions satisfied.

Martin A. Polowy
Town Attorney
Town of Amherst - Town Attorney's Office

Mailing Address
5583 Main Street
Williamsville, New York 14221
(716) 631-7030 (p)
(716) 631-7101 (f)
E-Mail : mpolowy@amherst.ny.us

Office Address
30 South Cayuga, Suite 101
Williamsville, New York 14221

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

From: Marshall, Scott <SMarshall@amherst.ny.us>
Sent: Thursday, November 30, 2023 2:49 PM
To: Polowy, Martin <mpolowy@amherst.ny.us>; Palumbo, Gary <gpalumbo@amherst.ny.us>; Burroughs, Nicole <NBurroughs@amherst.ny.us>
Subject: RE: Request To Amend Bicentennial Comprehensive Plan - South Linden, LLC - gmp_11292023

January 3rd

Scott A. Marshall, Principal Planner

Town of Amherst
Planning Department
5583 Main Street
Williamsville, New York 14221
Phone: (716) 631-7051 Fax: (716) 631-7153

From: Polowy, Martin <mpolowy@amherst.ny.us>
Sent: Thursday, November 30, 2023 1:51 PM
To: Palumbo, Gary <gpalumbo@amherst.ny.us>; Burroughs, Nicole <NBurroughs@amherst.ny.us>
Cc: Marshall, Scott <SMarshall@amherst.ny.us>
Subject: RE: Request To Amend Bicentennial Comprehensive Plan - South Linden, LLC - gmp_11292023

Whats your deadline to take it off?

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Amherst

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

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

August 23, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Supt. of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
NYSHPO

RECEIVED
OCT 18 2023
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 2.4± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2023-02**; PROPERTY LOCATED AT **46-74 SOUTH LINDEN STREET.** SOUTH LINDEN LLC, PETITIONER.

REVIEW:

☑ No concerns with request

☐ The following additional information is required to complete review: _____

☐ Request is not reviewable because: _____

☐ General comments relative to your agency's interests: DSCA will be required.

Please provide comments by **August 30, 2022**

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

Reviewed By: _____ **Date:** 9/29/23

DU/TV/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_Transmittal_082322.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, N.Y. AND REPLY TO MUNICIPALITY

Submit this form with full statement of proposed action (as described in GML 239-m(c)) at www.Erie.gov/IRonline, OR mail a hard copy (retain a copy for your files) to: Erie County Division of Planning, 95 Franklin Street, Room 1053, Buffalo, N.Y., 14202

DO NOT WRITE IN THIS SPACE
Case No.: ZR-23-478
Postmark/Delivery Date: 8/25/23

The proposed action described herein is referred in accordance with the provisions of NYS General Municipal Law §239 l - nn
A Municipal Referral Map is available to help determine whether an applicable action is subject to referral.

Description of Proposed Action

1. Name of Municipality: Town of Amherst, New York

§239-m(4)(b) provides that the county shall have 30 days after receipt of a full statement of the proposed action to reply.
If the county fails to reply within such period, the referring body may take final action.
However, any county reply received after 30 days but 2 or more days prior to final action by the referring body shall be subject to §239-m(5)
The referring body shall file a report of its final action with the county within 30 days per §239-m(6).

2. Hearing Schedule: Date 10/19/23 Time 6:30pm Location 5583 Main Street, Williamsville, New York 14221

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

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

5. Location of Property: ☐ Entire Municipality ☑ Address: 46-74 South Linden Street

5a. S.B.L. of Property: 86-16-4-7

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

7. Proposed change or use: *(specify the action, such as the scope of variances or site plans)* Request to amend Figure 6 of the Comprehensive Plan from "Single Family Residential" to "Mixed Residential"

8. Other remarks: BCPA-2023-02

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

10. Return Address: Town of Amherst Planning Department, 5583 Main Street, Williamsville, New York 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 8/25/23. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Comment on proposed action is attached hereto.**
3. ☐ **The proposed action is subject to review; Recommendation on Proposed Action is attached hereto.**
4. ☒ **No Recommendation; proposed action has been reviewed and determined to be of local concern.**

By the Division of Planning: Dan M. Hall **Date:** 9/28/23

ZR1
Revised 5/22

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

COUNTY OF ERIE

DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF PLANNING AND COMMUNITY DEVELOPMENT

DANIEL R. CASTLE, AICP, COMMISSIONER — THOMAS E. BAINES, ESQ., DEPUTY COMMISSIONER

September 28, 2023

Mr. Thomas Voigt
Assistant Planner
Town of Amherst Planning Dept.
5583 Main Street
Williamsville, NY 14221

Re: Request to Amend the Bicentennial Comprehensive Plan – for 2.4 Acres of Land from Single Family Residential to Mixed Residential
Location: 46-74 South Linden Street
Review No.: SP-23-478

Pursuant to New York General Municipal Law (GML) Section 239(m), the Erie County Department of Environment and Planning (DEP) has reviewed the above-referenced project (the "Project") referred by the Town of Amherst on August 25, 2023 and determined it to be of local concern. Erie County DEP would also like to note the following:

- The subject parcel is within 500 feet of the Town of Cheektowaga's municipal boundary. The Town of Amherst should provide written notice to the neighboring municipality in accordance with General Municipal Law 239-nn.
- As the applicant moves forward with finalizing its site plans, it should consider retaining as many mature trees on site as possible, as these likely act as a buffer for noise from the adjacent I-90.

This review pertains to the above-referenced Action submitted to Erie County DEP. This letter should not be considered sufficient for any County approvals. The applicant and/or its contractors must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,

David Hall
Senior Planner

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

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

MEMORANDUM

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

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: August 30, 2023

SUBJECT: Request to Amend the Bicentennial Comprehensive Plan – For 2.4±Acres of Land from Single Family Residential to Mixed Residential; **BCPA-2023-02**
Property Location: **46-74 South Linden Street**
Petitioner: **South Linden LLC**

No concerns with request

cc: Jeff Palumbo, Block. Longo, LaMarca & Brzezinski, 9276 Main St., Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Amherst

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

RECEIVED
SEP 01 2023
TOWN OF AMHERST
PLANNING DEPT.

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

August 25, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Supt. of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
NYSHPO

RECEIVED
Williamsville Central School Dis
AUG 28 2023
Asst Superintendent for
Finance & Management Servic

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 2.4± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2023-02**; PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN STREET.** SOUTH LINDEN LLC, PETITIONER.

REVISED TRANSMITTAL (Address Change)

REVIEW:

☑ No concerns with request

☐ The following additional information is required to complete review: _____

☐ Request is not reviewable because: _____

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

Bus transportation will not enter the development.

Please provide comments by **August 30, 2022**

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

Reviewed By: _____ **Date:** 8/29/23

DU/TV/bf

X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_Rev_Transmittal_082523.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Amherst
Town of Amherst Planning Department
Erie County, New York

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

August 23, 2023

RECEIVED
AUG 29 2023
TOWN OF AMHERST
PLANNING DEPT.

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Supt. of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
NYSHPO

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 2.4± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2023-02**; PROPERTY LOCATED AT **46-74 SOUTH LINDEN STREET.** SOUTH LINDEN LLC, PETITIONER.

REVIEW:

☒ No concerns with request
☐ The following additional information is required to complete review: _____
_____
☐ Request is not reviewable because: _____
_____
☐ General comments relative to your agency's interests: _____
_____

Please provide comments by **August 30, 2022**

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

Reviewed By: C. Schregel **Date:** 8/29/23

DU/TV/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_Transmittal_082322.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Amherst

Town of Amherst Planning Department — Erie County, New York

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

August 23, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Supt. of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
NYSHPO

RECEIVED
AUG 25 2023
TOWN OF AMHERST
BUILDING DEPT

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 2.4± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2023-02**; PROPERTY LOCATED AT **46-74 SOUTH LINDEN STREET.** SOUTH LINDEN LLC, PETITIONER.

REVIEW:

☒ No concerns with request

☐ The following additional information is required to complete review: _____

_____

☐ Request is not reviewable because: _____

_____

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

_____.

Please provide comments by **August 30, 2022**

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

Reviewed By: Doug Gesel **Date:** Aug 29, 23

DU/TV/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_Transmittal_082322.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Planning Board Item: 27918 - S. Linden St. Rezoning
In response to documents:
Directed to: Town of Amherst Planning Board, Council Members, & Representators of S. Linden LLC

To: Members of the Town of Amherst, Planning Board & Council and Mr. Militello & representors of S. Linden LLC,

My name is Steve Martin and I am a resident and property owner of 74 S. Harvest St. I am writing a letter in hopes to address concerns pertaining to the size and scope of the proposed development project by Mr. Militello and S. Linden LLC should this rezoning be approved. I believe, as a tax payer and neighboring resident, that my concerns should be addressed and considered prior to making final verdict of both the matters of rezoning and then the proposed plans for the project. I have read the supporting documents (BCPA-2023-02 & ZTA-2023-03) submitted by S. Linden LLC and express concern with "*Petitioner's responses"* on several categories. My hope is that the Town Board will examine these concerns prior approving the re-zoning or allowing this project to proceed; and if it does, make certain that each point is addressed and NOT overlooked. Further, some questions are pointed to the Town so that I and neighbors may be in the know.

To preface, I have resided at 74 S Harvest since 2010. I am a married father of 2 young children of 8 and 9 years old. S. Harvest St. is very quiet and safe and welcoming. It is composed of approximately 15 homes and a few others found on McIntire. Most residents have made these homes their primary residents much longer than I. Many of our neighbors are in consensus regarding how the approval of the rezone and proposed project could negatively affect many aspects of this street. My concerns are addressed in the order of the "Comprehensive Plan's" layout, not in order of priority. Please seriously consider my words and worries.

B. Rationale for Request of Amendment:

1: How will the requested amendment be consistent with Section 22

- Petitioner states "…while respecting appropriate buffers in existing neighbors"
    - Please elaborate the meaning and context of this phrase? Currently, our neighborhood has a natural barrier consisting of a large wooded area. How will a "buffer" be created? How will the new building compliment the character of the existing neighborhood composed of mainly single-family residences of 1950-1960 era brick or raised ranch homes?
- Petitioner states "…enhance diversity of economy of the Town, strengthen the tax base and attraction to the community by carefully using vacant land…"
    - How will the proposed project affect my neighborhoods property and assessed values?
    - My property taxes collected have increased from $3,000 in 2013 – over $4,800 in 2022. Will this project lead to an increase of collected taxes from property owners?

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Planning Board Item: 27918 - S. Linden St. Rezoning
In response to documents:
Directed to: Town of Amherst Planning Board, Council Members, & Representators of S. Linden LLC

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

1. 3.0 Land Use and Development

-Petitioner states "…does so with context-sensitive architectural site and design…Is appropriate for residences along roads like Wehrle Drive and as a buffer to more traditional single-family neighborhoods."

- How will the proposed project's context-sensitive architecture fit into the style of the neighborhood?
- Again, our horizon is a large wooded area. How will a buffer be created? 28 possible homes on a 7 home residential parcels will not enhance the appeal of the neighborhood. It will instead remove our wooded back-drop, and place a large 2-story complex in view of our yards which are already surrounded by the I-90 privacy wall. Lastly, will large lights be installed in the parking lot addition to existing ambient light and if so, what it the alternative?

2. 4.0 Natural and Cultural Resources:

-Petitioner states"…Plan of best management practices…retain stormwater…silt fences etc."

- How can the developer be held responsible or guarantee that "best management practices be used." Our street already borders the I-90. We have air quality issues in the form of exhaust, brake, road and tire dust. Added construction dust should be minimalized.
- I am also worried about any additional water runoff created by construction and the final project. S. Harvest already experiences sanitary sewage back-ups when storm sewars overflow. This has not been addressed by the Town of Amherst
- I don't believe construction vehicles should have access to S. Harvest for this size project which could lead to debris left in the street if proper track-out pads are not used etc. Additionally, we have many pedestrians, dog walkers, and children who play without sidewalks. This debris and added traffic of large vehicles will become a safety hazard.
- Further, added sound pollution is unwelcomed. The thruway wall prevents most of the noise, however, added noise was experienced during the airport construction project. The commercial jets flew over beginning at 5:30am and often not ending until 12-2am in the morning leaving almost no reprieve. I hope that construction will not be tandem with the next airport upgrade yielding 24 hours of noise! Lastly, the Lamm Post bordering S. Linden holds summer concerts. The wooded area acts as a noise barrier. This too should be addressed to keep the atmosphere of our quiet neighborhood
- Will large lights be used in the new parking lot? I prefer not add additional ambient lighting to our properties

Steve Martin 74 S. Harvest St. Amherst NY 14221

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Planning Board Item: 27918 - S. Linden St. Rezoning
In response to documents:
Directed to: Town of Amherst Planning Board, Council Members, & Representators of S. Linden LLC

3. 5.0 Economic Development:

- Duplicate question as previously, how will this affect the values and taxes paid by neighboring property owners?

4. 6.0 Transportation:

-Petitioner states: "…Traffic from the proposed townhome will not significantly alter any traffic patterns in the area.

- Simply not true should McIntire be permitted and connected to S. Linden as a second entry / exit to the development. Our street is comprised of under 20 homes. Many of our owners have 2 vehicles or less! We have no sidewalks for our children to play or for neighbors to walk. Proposing 28 homes will likely infuse a potential of 50+ vehicles down our street, many of which will, will utilize McIntire as a back entrance. Use of McIntire could double or triple the current traffic pattern. Additionally, S. Harvest, S. Autumn, and McIntire will potentially be infused with additional pedestrians, pet walkers, and children which must share roads with drivers
- What research has been or will be done? The proposed scope of this project will absolutely change the traffic pattern of S. harvest and should be reviewed!
- How will overflow parking to McIntire and S. Harvest be prevented should the proposed numbers of parking spaces not be sufficient, especially during holidays etc.

5. 7.0 Infrastructure

-Petitioner states: "The proposed amendment will not stress existing storm or waste water service.

- I have complained to the Town of Amherst multiple times over my 10 years of residence regarding the stormwater during harsh weather. I am concerned that the proposed project will create a large influx of runoff and sewage if not properly assessed. Many of our neighbors, including myself, experience (or have in the past) water in our basements when storm sewars overflow. I do not want this to become a more frequent occurrence. What protection do I have as a taxpayer should this project and the environmental change impact my property?

In conclusion, I am wary that a "mixed residential" rezone be proper for this location. As a communal neighborhood, we prefer that no development be allowed, although this may be unrealistic. Our neighbors know one another by name and enjoy the quiet and reserved atmosphere provided by the hidden street within the town. Allowing multiple homes will change the atmosphere and pose a safety risk for pedestrians and children due to increased traffic and the lack of sidewalks.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Planning Board Item: 27918 - S. Linden St. Rezoning
In response to documents:
Directed to: Town of Amherst Planning Board, Council Members, & Representators of S. Linden LLC

Further, I believe a development of this size and scope opposes the Town's vision as listed within the Bicentennial Plan and will pose a safety risk. The Bicentennial Plan calls for a reduction of automobiles and encourages bicyclists and pedestrians. It recognizes the need of smaller parking lots and more convenient connections for non-auto commuting. This location will not allow for easy or convenient access to the village or surrounding commerce without an automobile. It is not safe to walk or ride from Wehrle and into the village. S. Linden, McIntire, and S. Harvest are not considered neighborhood connection streets and it is impossible to think that residents will not drive vehicles or park on these streets. The S. Autumn, S. Harvest, and McIntire were not designed for a large concentration of population or traffic

Lastly, I do not feel that a multiple 2-story buildings make for a proper backdrop for an Amherst backyard nor do multiple rental townhomes fit within the style or aesthetic of the existing properties. The proposed town homes will not improve the visual character nor directly revitalize the "existing older neighborhood" nor by the looks of the proposed layout, follow guidelines of an open space integration as cited 3-3 Land Use and Development

Please reflect on the concerns listed above and do not make swift decisions without examining the existing neighborhood and the proposed project or future developments. I am proud to reside in Amherst and believe in future growth potential. These parcels should be developed with great consideration but without hastiness

Thank you for your attention

Steve Martin

74 S. Harvest St.

Amherst NY 14221

716-440-3907

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Carrato, Amy

From: Cerra, Dawn
Sent: Friday, October 20, 2023 11:07 AM
To: Carrato, Amy; Fadel, Bryan
Subject: **FW: Feedback via the Town Boards and Committees [#282]

Would you please forward this to the appropriate people?
Thank you.
I am vetting TOA emails while Lisa is out of the office.
Thank you kindly,

Dawn
Clerk's Office
Municipal Building
5583 Main Street
Williamsville, NY 14221
Website: www.amherst.ny.us
Office: 716-631-7047
Amherst: Ambitious Citizens,
Amazing Community,
Ample Opportunities
Coming together is a beginning;
keeping together is progress;
working together is success.
~Henry Ford

From: burst@emailmeform.com
Sent: Thursday, October 19, 2023 4:48 PM
To: Cerra, Dawn
Subject: Feedback via the Town Boards and Committees [#282]

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Name*:	Kerry Lauffer
Address:	59 S Harvest St Williamsville, NY 14221
Phone*:	716-698-7128
Email:	KLauffer3@gmail.com
Please select the Board or Committee you wish to contact*:	Planning Board

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Comment/Question/Etc.:

I received a letter today from Jeffery Palumbo, Esq. who represents John Militello of South Linden L.L.C regarding their request to rezone my neighborhood so that they can develop 28 townhouses on the land behind my house. This land is currently an undeveloped wooded area that provides privacy and decreases the noise from the George F. Lamm American Legion events. I feel that this development will take away the privacy we have in our own backyard. One of the reasons that we purchased our home on S Harvest is because we have no rear neighbors. I also feel that the increased traffic from this development will cause a safety risk for the my children and the other children on our street. They currently play on McIntire Rd. since it is a dead end and there is no thru traffic. We do not have sidewalks or streetlights on out street and I feel that increased traffic increases the risk of an accident. This is the first we are hearing of this development, and I am not sure what the process is, but I wanted to let my feelings known to the board. I hope that you consider the negative impact that this development will have on our neighborhood and deny the rezoning request. Thank you.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

Carrato, Amy

From: Ulatowski, Daniel
Sent: Thursday, October 19, 2023 5:06 PM
To: Carrato, Amy
Subject: FW: **FW: Feedback via the Town Boards and Committees [#279]

Amy see below for Linden BCPA Amendment

From: Uthman, Vianne
Sent: Thursday, October 19, 2023 5:02 PM
To: Ulatowski, Daniel
Subject: FW: **FW: Feedback via the Town Boards and Committees [#279]

Thank you Dan!
Vi

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Thursday, October 19, 2023 3:39 PM
To: Cerra, Dawn <dcerra@amherst.ny.us>
Subject: Feedback via the Town Boards and Committees [#279]

View Entry

Name*:	Kerry Lauffer
Address:	59 S Harvest St Williamsville, NY 14221
Phone*:	716-698-7128
Email:	KLauffer3@gmail.com
Please select the Board or Committee you wish to contact*:	Zoning Board of Appeals
Comment/Question/Etc.:	I received a letter today from Jeffery Palumbo, Esq. who represents John Militello of South Linden L.L.C regarding their request to rezone my neighborhood so that they can develop 28 townhouses on the land behind my house. This land is currently an undeveloped wooded area that provides privacy and decreases the noise from the George F. Lamm American Legion events. I feel that this development will take away the privacy we have in our own backyard. I also feel that the increased traffic from this development will cause a safety risk for the my children and the

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

other children on our street. They currently play on McIntire Rd. since it is a dead end and there is no thru traffic. We do not have sidewalks or streetlights on out street and I feel that increased traffic increases the risk of an accident. This is the first we are hearing of this development, and I am not sure what the process is, but I wanted to let my feelings known to the board. I hope that you consider the negative impact that this development will have on our neighborhood and deny the rezoning request. Thank you.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan -

George F. Lamm Post No. 622

THE AMERICAN LEGION

962 WEHRLE DRIVE
NEAR CAYUGA ROAD

WILLIAMSVILLE, N.Y. 14221
PHONE: 716-204-2405

THE FRIENDLY POST

June 14, 2024
Re: BCPA 2023-02

Town of Amherst Supervisor
Brian J. Kulpa
5583 Main St.
Williamsville, NY 14221

Mr. Kulpa:

This letter is in response to housing to be developed on the former South Linden St., as outlined in BCPA 2023-02.

The George F. Lamm Post, 962 Wehrle Drive (AKA Lamm Post), property adjacent to the planned development and as future neighbors to the planned development, have a few requests as planning continues.

1) At least a 4-foot fence from Wehrle Drive to the thruway wall on the property line. This is requested to ensure both properties cannot be accessed by residents or Lamm Post visitors.
2) Shrubbery on the property behind the fence. This will enhance privacy for both residents and the Lamm Post.

As your new neighbors, we look forward to continued planning with the Town of Amherst and South Linden LLC. If you have any questions, please reach us at 716-906-9257.

Kind regards,

George F. Lamm Post 622
Board of Directors

JUN 24 2024 PM1:5(

CC: Town Clerk
Board Members
Planning Department
Jeffery Palumbo Esq.

Attachment: lamm post letter (RES-2024-210 : Adoption of Resolution to Amend the Bicentennial Comprehensive Plan - 46, 54, 60, 68, 74 & 84

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 29631 **RESOLUTION 2024-902** **ADOPTED**

Knox Upgrades and Fire Investigation Equipment

WHEREAS, to increase access to properties for emergencies KNOX locks are important to gain access without causing additional property damage and security, situational awareness cameras (Thermal Imaging Camera) are utilized in the process of investigating fires; and

WHEREAS, the Amherst Fire Safety Division administers the KNOX program and in an effort to maintain safety and security for businesses in the Town of Amherst; and

WHEREAS, the Amherst Town Fire Safety Division fire/emergency Situational Awareness Camera (Thermal Imaging Camera) is necessary; and

WHEREAS, the Amherst Fire Safety Division also responds to various types of Emergency related incidents and provide a high level of safety and professionalism in performing our assigned duties as the Fire Inspectors.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the purchase of KNOX equipment and fire investigation items from Avoidable Alarm Fund T-2999.4002.

11/12/2024
Consent

FINANCIAL IMPACT:

A cost not to exceed $13,000.00

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

Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-5979!

QUOTED TO:
CUS108422
AMHERST FIRE SAFETY DIV
5583 MAIN ST
WILLIAMSVILLE NY 14221-5488
UNITED STATES
ERIE

SHIP TO:
AMHERST FIRE SAFETY DIV
5583 MAIN ST
WILLIAMSVILLE NY 14221-5488
UNITED STATES
ERIE

Valid Through	Sales Rep	Terms	PO #	Shipping Method
4/20/2025	Ralph Orta	N30 - Net 30		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KLS-8800L	Knox eLock Core™, ELOCK CORE RETROFIT KIT	40	EA	$262.00	$10,480.00

Installation Address: , ,
Primary System Code Role: PS-42-0239-09-98-EKY01

Memo: PO number required to place order.

Subtotal	**$10,480.00**
Tax Amount	**$0.00**
Shipping and Handling	**$59.00**
Total	**$10,539.00**

QT-KA-59795

Attachment: DOC110624-11062024100952 (RES-2024-902 : Knox Upgrades and Fire Investigation Equipment)

Terms and Conditions

All pricing is subject to change and is based on a quantity order to be shipped all at one time. Prices quoted are valid through the "Valid Through" date shown. All shipping and handling fees, if provided, are estimates based upon ground service to the address shown above. Knox will provide you a firm cost for shipping and handling fees when order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

SALES TAX DISCLAIMER: Knox is required to collect sales tax for purchases made: in all US states/commonwealths (except DE, HI, MT, NH, an OR); in the District of Columbia; in Canada; and in other countries and other US territories/jurisdictions as mandated by local law. Where applicable Knox will charge sales tax unless you have a valid sales tax exemption certificate on file with Knox. If you are sales tax exempt, you must provide u with an exemption certificate at the time the order is placed.

Please provide a purchase order number.

Attachment: DOC110624-11062024100952 (RES-2024-902 : Knox Upgrades and Fire Investigation Equipment)

KNOX®
When seconds matter

The Knox Company is the sole source manufacturer and inventor of Knox® Rapid Access Products manufactured and/or assembled in our Phoenix, Arizona facility. Knox maintains the highest level of key and lock control and ensures they are strictly controlled.

As the leader in the rapid access product category, the Knox brand is preferred by more than 14,000 first responder departments/agencies throughout North America and are selected above other lock box programs based on the company's more than forty-five year reputation for integrity, quality, and reliability. Products include a complete line of eLock and mechanical lock boxes, cabinets, key switches, padlocks, the MedVault® Narcotics Vault and locking FDC Caps.

Knox also manufactures products that electronically secure the Knox Master Key: Sentralok® and KeySecure® Key Retention Systems that provide keypad access with full audit trail documentation.

UL Listings obtained, include the following:

- UL 437: Standard for Key Locks
- UL 508: Standard for Industrial Control Equipment
- UL 1037: Standard for Anti-theft Alarms and Devices
- UL 1332: Standard for Organic Coating for Steel Enclosures for Outdoor Use Electrical Equipment
- UL 1610: Standard for Central-Station Alarm Units

Included with the Knox System are many services that benefit first responders. Mechanical master keys are provided at no charge, records of installations are compiled on request, and complimentary materials for distribution to property owners is also provided.

Knox products satisfy stringent rapid entry requirements. Please contact us if we can provide additional information.

Sincerely,

The Knox Company

Attachment: DOC110624-11062024100952 (RES-2024-902 : Knox Upgrades and Fire Investigation Equipment)

1601 W. Deer Valley Road, Phoenix, AZ 85027 | 800.552.5669 | Fax 623.687.2290 | **knoxbox.com**

Witmer
PUBLIC SAFETY GROUP, INC.

101 Independence Way
Coatesville, PA 19320
www.wpsginc.com
terry.dickinson@thefirestore.com
(716) 534-6127

Quote

Quote#	QUO201
Date	10/11/2
Exp. Date	11/10/2

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

FLIR K1 Situational Awareness Camera (QTY:5)

ID	Name	Terms	Sales Rep	Shipping Method
48122	Town of Amherst, Fire Safety Division	Net 30	Terry Dickinson	FedEx Ground Hom

#	Item Name	Description	Quantity	Unit Price	Amo
1	FLIR-88701-0101	FLIR K1 Situational Awareness Camera Includes: (1) K1 Camera, printed documentation Wrist Strap Lanyard, USB-C to USB-A Cable, Tactical Pouch	5	450.00	2,25

ACCEPTANCE OF QUOTATION

The above prices,specifications, and conditions are satisfactory and are hereby accepted.

Freight charges are estimated at the time of quote. Applicable freight costs will apply at time of shipment.

Quotation is valid until Nov 10,2024

Signature: _____ Date: _____

Subtotal:	2,250
Discount:	0
Tax Total:	0
Freight:	20
Total:	**2,270**

Attachment: DOC110624-11062024100952 (RES-2024-902 : Knox Upgrades and Fire Investigation Equipment)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29633 **RESOLUTION 2024-903** **ADOPTED**

Buffalo Niagara Heritage Village (BNHV) MOU - CRS #5141

AGENDA ITEM : NOVEMBER 12th, 2024

TO: **Town Board**

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

DATE: **November 6, 2024**

RE: **BNHV MOU - CRS #5141**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - November 12, 2024**)

11/12/2024
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
ABSENT:	Lavin, Marinucci

Attachment: BNHV Memo of Understanding Ton Creek FINAL (RES-2024-903 : Buffalo Niagara Heritage Village (BNHV) MOU - CRS #5141)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this _____ day of November 2024, will evidence the mutual understanding and intent, by and between the TOWN OF AMHERST (the "Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York with offices and principal place of business located at 5583 Main Street, Williamsville, New York 14221, and BUFFALO NIAGARA HERITAGE VILLAGE ("BNHV"), formerly known as the AMHERST MUSEUM, a not-for-profit corporation operating under an Absolute Charter granted by the Board of Regents of the State of New York on behalf of the Education Department, with offices and principle place of business located at 3755 Tonawanda Creek Road, Amherst, New York 14228.

WHEREAS, the parties have expressed an interest to have BNHV continue to operate and maintain its museum in accordance with its State Charter (the "Museum"), separate and apart from the Town, and to expand the same, at a location at 3755 Tonawanda Creek Road, Amherst, New York 14228 (the "Site"), and;

WHEREAS, the Town has preliminarily determined that the operation of the Museum at the Site would continue to serve a public purpose and provide a public benefit to the residents of the Town.

NOW THEREFORE, the Town and BNHV desire to enter into this Memorandum of Understanding ("MOU") between them, setting forth the working arrangements that each of them agrees are necessary to complete the design and construction of the Museum expansion and relocation of certain historic structures on the Site (the "Project").

1. Purpose.

The purpose of this MOU is to provide a framework for any future long-term leases and agreements between the Town and BNHV regarding the development of the Museum at the Site.

2. Obligations of the Parties.

The parties acknowledge that no contractual relationship is created between them by this MOU, but agree to work together in the true spirit of partnership to ensure that there is a united, visible and responsive leadership of the development and to demonstrate financial, administrative, and managerial commitment to the development by means of the following individual services.

3. Cooperation.

The activities and services for the Project to be discussed by the parties in more depth shall include, but not be limited to:

a) Determine the exact location and new structure for the Museum's tenancy within the Site through participation in a feasibility study;

b) Enter into a lease for long term collection storage area;

c) Identify the ownership of the historic structures and determine those which may be relocated within the Site;

d) Establish a construction budget and determine individual responsibilities between parties with respect to construction of improvements and financing mechanisms, which may include bonds, grants, and capital campaign contributions;

e) Establish a long-term lease for the Site.

4. Parties' Responsibilities.

Preliminarily and in the spirit of cooperation, the parties agree that the responsibilities for the Project will be divided as follows:

a) Town Responsibilities. The Town will, at Town expense:

i. Provide a location for a new building, and cause same to be constructed if the parties so agree;

ii. Establish a plan for its portion of the operational funding of BNHV;

iii. Establish a plan for its portion of the funding to construct the new building; and

iv. Review and execute all leases and other agreements necessary to accomplish foregoing.

b) BNHV Responsibilities.

i. BNHV will furnish, at BNHV expense, all museum equipment, exhibit display fixtures, office equipment, agricultural equipment, and any outside or inside signage.

ii. If so agreed by the parties, BNHV will cause the new building to be constructed.

iii. BNHV will establish a plan for its portion of the funding to construct the new building (if any).

iv. BNHV will employ any staff required to operate the Museum.

v. BNHV may hire a national museum designer/consultant to work with the general contractor and subcontractors hired by the Town to design, build, and install the Building and Fixtures, including the agricultural facilities.

Attachment: BNHV Memo of Understanding Ton Creek FINAL (RES-2024-903 : Buffalo Niagara Heritage Village (BNHV) MOU - CRS #5141)

vi. BNHV will cooperate with the Town to develop a plan for the Project that places the historic structures in appropriate historic context. BNHV will share with the Town any records or information about the historic structures that pertain to prior relocations or will aid in any future relocation.

vii. BNHV will pursue available grant funding from public and private sources for the exhibits, interpretation, construction, and/or operation of the Museum.

5. Mutual Agreements.

a) The design and layout of the Building and Site will be approved by both parties. The parties agree that BNHV will be an integral partner and decision maker with the Town regarding the overall design, location and aesthetic of the Building and Site. The Building and Site will be installed and designed to work with the furnishings required for the Museum; for example, temperature and humidity controls for collection storage and exhibits, adequate doorway clearance for moving exhibits, and safety and security features;

b) The parties anticipate that BNHV's operating costs may be impacted by the construction and relocation process which may require adjustment of the annual operating subsidy provided by the Town during construction years.

c) Any contracts arising out of concepts discussed in this MOU will be procured in accordance with the Town's procurement rules where necessary.

d) The parties agree that the Town will not terminate the Museum's occupation and use of its current buildings and outdoor spaces or its use of the archive building until a new agreement is entered by the parties.

e) The parties agree that BNHV may work directly with the Town's third-party architect and construction manager in furtherance of the Project.

6. Timeline.

The parties will enter into a binding lease before February 1, 2025. Engineering for the Site will take place during 2024-25 and a construction timeline will be developed in early 2025. The parties agree to make reasonable best efforts to coordinate construction and relocation to allow for as much advance planning as possible and modified operation of BNHV activities during construction. These deadlines may be extended by mutual agreement of the parties.

Attachment: BNHV Memo of Understanding Ton Creek FINAL (RES-2024-903 : Buffalo Niagara Heritage Village (BNHV) MOU - CRS #5141)

7. Resources.

Notwithstanding the above, the parties will endeavor to have final approval and secure financing necessary to fulfill their individual financial contributions, if any, once it is determined that the development of the Project will go forward.

8. Nonbinding.

This MOU is not a legally binding agreement and no party shall have any legal obligation or liability to the other party with respect to matter set forth in this MOU, unless and until formal written legal agreements are executed by all parties. Either party may, without liability, terminate discussions with the other party on any of the matters set forth in this MOU at any time.

BUFFALO NIAGARA HERITAGE VILLAGE	TOWN OF AMHERST
By: _____	By:_____
[President]	Brian J. Kulpa, Town Supervisor
Date: _____	Date: _____

Attachment: BNHV Memo of Understanding Ton Creek FINAL (RES-2024-903 : Buffalo Niagara Heritage Village (BNHV) MOU - CRS #5141)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29626 **RESOLUTION 2024-904** **ADOPTED**

Amended and Restated Land Lease Agreement (Up State Cellular, Co., L.L.C. - CRS #5156)

AGENDA ITEM : NOVEMBER 12th, 2024

TO: **Town Board**

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

DATE: **November 6, 2024**

RE: **Amended and Restated Land Lease Agreement (CRS #5156)**
Between the Town of Amherst and Up State Tower Co., L.L.C.
Location: 1042 North Forest Road, Williamsville, New York 14221
Location: 4845 Millersport Highway, East Amherst, New York 14051

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - November 12, 2024**)

11/12/2024
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
ABSENT:	Lavin, Marinucci

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

AMENDED AND RESTATED LAND LEASE AGREEMENT

THIS SECOND AMENDED AND RESTATED LAND LEASE AGREEMENT ("Lease") is dated _____, 2024 (the "Effective Date") between **the Town of Amherst** ("you") ("Lessor"), and **Up State Tower Co., L.L.C.**, a Maryland limited liability company ("we" or "us") ("Lessee").

This Agreement amends, restates and supersedes that certain Land Lease Agreement between Lessor and Lessee with an effective date of September 5, 2017, and thereafter restated and amended by that First Amendment to Land Lease Agreement and Restatement Thereof, dated September 5, 2017 and of which a Memorandum of Lease which was Erie County Clerk's Office in deed book 11324 page 8320 on January 26, 2018

NOW THEREFORE, for mutual consideration herein**,** You agree to lease the real property described on **Exhibit A** to us and we agree to rent it from you so that we can construct and operate a communications facility as described herein. For the mutual promises provided in this Lease, you and we agree to the following terms:

1. **LEASE OF PREMISES.** You agree to lease to us, and we agree to lease from you the herein described Premises:

a) an approximately 70' x 40' SF portion of the property commonly known as 1042 North Forest Road, Amherst New York, 14221, SBL 55.19-3-33.21 (Parcel 1), in the approximate location depicted on Exhibit A, attached hereto ; and

b) an approximately [x] SF portion of the property commonly known as 4845 Millersport Highway, East Amherst, New York, 14051, SBL: 16.00-5-38, (Parcel 2) in the approximate location depicted on Exhibit A, attached hereto, the properties hereinafter being collectively referred to as the "Premises".

You agree to grant us a non-exclusive right, 7 days a week twenty four hours a day for in, under and across the property to us: (i) for entering, exiting and accessing the Premises, by foot, car and truck, by people working with us or for us, or people to whom we have assigned this Lease, (ii) to install utility services at the Premises, and (iii) for installing and taking care of communications equipment, utility wires, poles, cables, conduits, and pipes for our use of the Premises, extending from the nearest public right-of-way, over and across any property of yours to the Premises (the "Easements") in the location(s) shown on **Exhibit B;** however, if any utility company requires any utility Easement to be located in a location other than what is shown on **Exhibit B**, Lessor agrees to relocate the utility Easement to the location required by the utility company. The Easements are non-exclusive easements and we can construct a roadway over the Easements subject to any necessary approvals. In the event Lessee constructs a roadway over the Easements, it shall be responsible to maintain and repair said roadway(s). In the event Lessor or its designees damage the Easements, Lessor shall equally share in the reasonable costs to repair the Easements. We will not block or prevent Town of Amherst employees, agents, or other

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

personnel from accessing the Premises in the event of official Town business or otherwise when responding to any emergency.

2. **USE.**

(a) We can use the Premises for sending and receiving signals and installing, building, taking care of, operating, replacing and upgrading our communications fixtures, e.g. a pole or tower and our related equipment, cables, antennas, equipment shelters or cabinets and fencing and any other items we need to successfully and securely use the Premises (collectively, the "Communications Facility"). A more specific description of the Communications Facility is shown on Exhibit "C" and attached hereto. We can alter, replace, expand and upgrade the Communications Facility at any time during the term of this Lease with the consent of the Town of Amherst in compliance with the Town's Telecommunication Facility Standards code, as may be amended from time to time.

(b) Lessee hereby agrees that any construction with respect to the Communications Facility contemplated in paragraph 2(a) above, shall first be performed at Parcel 2. Furthermore, once construction commences, it is the intention of the Lessee that, absent circumstances outside of Lessee's control, the Communications Facility at Parcel 2 become operational prior to the Communication Facilities at Parcel 1. In the event the Communications Facility at Parcel 1 becomes operational before the Communications Facility at Parcel 2, without any circumstances outside of Lessee's control, the Lessee must ensure the Communications Facility at Parcel 2 becomes operational as soon as possible and no more than 30 days after the Communication Facility at Parcel 1 becomes operational.

3. **TERM.** The term of this Lease (the "Initial Term") is 4 years, beginning on the day: (i) we begin construction of the Communications Facility, or (ii) 6 months after the date that we receive all governmental approvals necessary for the operation of the Communications Facility (the "Approvals"), whichever is earlier (the "Beginning Date"). This Lease is subject to the Town of Amherst Zoning Board of Appeals granting a special use permit(s) for the Communications Facility. This Lease will be automatically renewed for 9 additional terms of 5 years each (the "Renewal Terms") unless we notify you that we are not going to renew at least 60 days prior to the end of the current Term. "Term" means the Initial Term and any Renewal Term.

4. **LEASE FEE.** In consideration for the granting lease rights herein, Lessee will permit Lessor to co-locate communications equipment on the Communications Facility Lessee intends to construct on the Premises, exclusively within the top twenty (20) feet of the Communications Facility, assuming construction of a one-hundred eighty (180) foot tower. Notwithstanding the foregoing, other than the location of Town equipment on the aforementioned tower, no further consideration will be paid to Lessor with respect to the rights granted by Lessor in and to the Premises. No monthly rent or licensing fees will be paid by Lessee to Lessor, as co-location of the Lessor's equipment will be the full consideration for the covenants herein..

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

5. **FEASIBILITY PERIOD.**

(a) From the Effective Date until the Beginning Date (the "Feasibility Period"), Lessee may conduct tests and inspections of the Premises, survey the Premises (if desired), and obtain a title report from a title company at Lessee's sole expense, to determine if the Premises is suitable Lessee's intended use. Lessee shall not be responsible for any Premises condition discovered during such investigation, but shall repair any damage to the Premises caused solely by its own actions. Lessee will restore the Premises to its condition as it existed prior to conducting any tests. In addition, Lessee shall indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or claims arising from any tests conducted by Lessee or Lessee's consultants. Lessee agrees to provide lessor with an insurance certificate from Lessee and any of Lessee's consultants entering the Premises to perform tests, naming Lessor as an additional insured prior to any entry on the Premises. Notwithstanding anything herein to the contrary, aside from all necessary geotechnical testing, including soil borings necessary for siting the tower, Lessee shall not have the right to conduct any invasive testing, including but not limited to a Phase II environmental assessment, without the prior written consent of the Lessor.

(b) Lessor shall reasonably cooperate with Lessee, and sign all documents required for any zoning applications and to permit Lessee's intended use and investigation of the Premises and the Easements, and Lessor's intended co-location of emergency communications equipment on the Communications Facility as provided for herein. The foregoing shall not obligate Lessor to advocate for any approvals on behalf of Lessee.

(c) If Lessee deems that the Premises is not suitable for its use, Lessee can terminate this Lease by sending written notice prior to the Beginning Date. In the event Lessee elects to terminate the Lease, neither party shall have any further obligation under the Lease, except as otherwise expressly provided herein.

6**.** **UTILITIES.** Lessee will install new electric service to be separately metered and billed to each party who uses the Communications Facility. Each party shall pay for their portion of the utilities services used at the Premises, and Lessee can (at its expense) install or improve utility services at the Premises with the Town's proper approval, which shall not be unreasonably withheld.

7. **ASSIGNMENT/SUBLEASING.**

(a) Lessee may, , assign any or all Lessee's interest in this Lease or any part thereof, and/or any or all of Lessee's right, title and interest in and to any or all of Lessee's installations at the Premises to any party controlling, controlled by or in common control with Lessee, any affiliate of Lessee or any party acquiring substantially all of the assets of Lessee, provided that Lessee provides Lessor at least sixty (60) days prior written notice of any such assignment and any such assignee agrees to assume Lessee's obligations under this Lease in writing. Any other assignment of this Lease by Lessee shall require Lessor's prior written consent, which shall not be unreasonably withheld or delayed.

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

(b) Lessee will have the right to sublease or license use of all or any portion of the Premises with the consent or approval of Lessor, which shall not be unreasonably withheld or delayed. Lessee shall provide written notice to Lessor within sixty (60) days after such sublease or license is fully executed. Notwithstanding the foregoing, a sublease or license to any communication carrier regulated by the Federal Communications Commission shall be except from this notice and approval requirement.

(c) Lessee shall provide Lessor with copies of all fully-executed assignments and subleases within ten (10) days of the same being fully-executed.

8. **TRANSFER WARRANTY AND EXCLUSIVE USE.**

(a) You agree not to sell, lease, or transfer the Premises, or grant any interest in the Premises, in a way that unreasonably interferes with our use of the Premises. Unless we give our approval in writing in advance, you will not:

i. Assign your rights hereunder to another Communications provider;
ii. Assign any of the rights to this Lease except when you sell the underlying property;
iii. Sell or transfer any portion of the Premises separately from the remainder of the Premises.

(b) If a court finds anything in this Lease to be overbroad or otherwise unreasonable, instead of rejecting it entirely the Court will enforce it only to the extent narrow or reasonable enough to be permitted.

9. **REMOVAL OF COMMUNICATIONS FACILITY.** We will submit an analysis, certified by a NYS licensed professional engineer, of the cost of removal of the Communications Facility and surrounding property restoration. We will at our cost and expense execute and file with the Town, a bond, or other form of security acceptable to the Town as to type of security and the form and manner of execution, in an amount approved by the Town of Amherst Zoning Board of Appeals, but not less than twice the certified cost of the removal. This bond or security shall remain in full force and effect throughout the term of the special use permit and/or until any necessary site restoration is completed to restore the site to a condition comparable to that which existed prior to our use. Title to the Communications Facility will remain personal and be vested in Us, regardless of whether the Communications Facility is considered fixtures. All costs to remove all equipment and the Communications Facility shall be paid by Lessee and completed within one (1) year of the expiration of the Term. In the event Lessee fails to remove all equipment and Communications Facility within one (1) year of the expiration of the Term, Lessor shall notify Lessee that the Communications Facility shall be removed within 45 days. The Parties agree that the Lessee will pay the fair market value rent for a vacant parcel of land of similar size on a month to month basis from the date the that is thirty (30) days after) the date of expiration or earlier termination of the lease. to the date of complete removal. In the event the Communications Facility is not removed within the stated timeframe, Lessor may remove the equipment and charge Lessee

for all associated removal costs. This Lease shall at all times be subject to the provisions of Town Code Chapter 203 section 6-7-20.

10. **RIGHT OF FIRST REFUSAL**. If You receive an offer from any person or entity that, to the Lessor's knowledge, owns towers or other wireless telecommunications facilities (or is in the business of acquiring your interest in this Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or your interest in this Lease or any option for any of the foregoing, you shall provide written notice to us of said offer, and we shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine our possessory or economic interest in the Premises. Your notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If your notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If we do not exercise its right of first refusal by written notice to you given with thirty (30) days, you may convey the property as described in your notice. If we decline to exercise our right of first refusal, then this Lease shall continue in full force and effect and our right of first refusal shall survive any such conveyance. Lessee shall not have the right to assign the right of first refusal to any person or entity, either separate from an assignment of this Lease or as part of an assignment of this Lease.

11. **INSURANCE.**

(a) We will carry commercial general liability insurance insuring us against liability for personal injury, death or damage to personal property caused by our use of the Premises and the Easements, with combined single limits of $3,000,000 (Three Million Dollars and Zero Cents) per occurrence and a $5,000,000 (Five Million Dollar and Zero Cents) umbrella policy.

(b) You will self-insure against liability for personal injury, death or damage to personal property caused by your use of the Premises and equipment thereon, with limit of $5,000,000 (Two Million Dollars and Zero Cents) and shall name the Lessee as additional insured on a primary and noncontributory basis with waiver of subrogation. If applicable, Lessor shall add Lessee as an additional insured on a primary and non-contributory basis on any insurance policy that Lessor may have for liability arising out of the Lessor's use of the Communications Facility.

12. **TERMINATION.** We can terminate this Lease any time before the Beginning Date. We can also terminate this Lease by giving you written notice if: (a) we can't get the required Approvals, or (b) any Approval is canceled, terminated, or expires, or (c) you don't deliver to us any non-disturbance agreement or subordination agreement you've agreed to in this Lease, or (d) we determine that the Premises contains Hazardous Substances that weren't introduced to the Premises by us, or (e) you don't comply with this Lease after the expiration of any applicable notice and/or cure period,, or (d) your use of the Premises results in interference, or a degradation of a transmission signal, with the Communications.

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

You can terminate this Lease if you determine if the Communications Facility is repaired, rebuilt, placed, moved, re-located, modified or maintained in a way that is in violation of the provisions of local law or a special use permit in effect at the time of the Beginning Date, or in the event of a Default as defined herein, after the expiration of any applicable notice and/or cure period, or the timely commencement and diligent pursuit of a cure. The Town of Amherst will notify you of such violation. The notice will specify the nature of the violation or non-compliance and that the violations must be corrected within thirty (30) days of the date of the notice, or of the date of personal service of the notice, whichever is earlier. Notwithstanding anything to the contrary in the Town Code, if the violation causes, creates or presents an imminent danger or threat to the health or safety of lives or property, the Town may, at its sole discretion, order the violation remedied within twenty-four (24) hours.

13. **INDEMNITY.**

(a) Pursuant to Town Code Chapter 203 section 6-7-18, to the extent permitted by the law, to at all times Lessee shall defend, indemnify, protect, save, hold harmless, and exempt the Lessor, and its officers, boards, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said facility, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the Town, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by the Town.

(b) In addition to the language above, to the fullest extent permitted by New York law, both parties will indemnify and hold harmless each other from all claims and losses, to extent said claims, costs or losses are caused by: (A) acts or omissions in operations or activities on the Property, or the Easements by the indemnifying party or the employees, agents, contractors, licensees, tenant (other than us if you are the indemnifying party) and/or subtenants of the identifying party; or (B) a breach by the indemnifying party under this lease that has not been cured. However, this indemnification doesn't cover claims or losses arising solely from the negligence or intentional misconduct of the indemnified party. A party that seeks indemnification must promptly give the other party notice of any legal action. However, a delay in notice won't relieve the indemnifying party of any liability to an indemnified party, except to the extent the indemnifying party can show that the delay prejudiced the defense of the action. The indemnifying party may participate in or assume the defense. If the indemnifying party elects to assume the defense, then the indemnifying party must give the other party notice of its election; they may select counsel satisfactory to the other party; and the indemnifying party will not be liable to the other party for any fees or other costs of counsel or any other expenses incurred by the other party in defending the action other than reasonable investigation costs, and must not compromise or settle the action without the other party's consent; and the indemnified party must not unreasonably withhold its consent to any proposed settlement and has no liability with respect to any

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

compromise or settlement effected without its consent. If an indemnifying party doesn't give notice of its election to assume the defense of an action within ten (10) days after it receives notice of the action or claim, then the indemnifying party is bound by any determination made in the action or by any compromise or settlement that the other party may affect. Notwithstanding anything to the contrary in this lease, you and we hereby waive any claims that one of the parties may have against the other for consequential, incidental or special damages.

14. **HAZARDOUS SUBSTANCES.** We agree to hold the Town of Amherst and the Town's affiliates, officers, directors, employees, agents, lenders, successors, and assigns harmless from any claims, damages, fines, penalties, losses, judgment, costs, and liabilities resulting from our operations on the Premises resulting in any violation of any Environmental Law by us.

15. **QUIET ENJOYMENT.** You covenant that we; upon rendering the consideration herein and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the right to use the Leased Premises, Access and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection, or molestation by you.

16. **INTERFERENCE STUDY.** In the event same is required, we will obtain a radio frequency interference study showing that our intended use will not interfere with any existing communications facilities. If the study finds that there will be interference that cannot be reasonably remedied, after we have failed to resolve such interference, you may terminate this Lease immediately.

17. **DEFAULT.** If either of us is in default under this Lease for a period of (i) ten (10) days after receiving written notice of a default regarding non-payment, or (ii) sixty (60) days after receiving notice of any other default, then the party providing notice of the other party's default may pursue any remedies available under law or in equity. If a default that doesn't involve the non-payment of money can't reasonably be cured in sixty (60) days, then the non-defaulting party cannot pursue its remedies if the defaulting party begins to cure the default within the sixty (60) day period and diligently proceeds to cure the default as soon as practicable.

18. **COLLATERAL ASSIGNMENT**.

(a) We may, without your consent, collaterally mortgage and grant a security interest to any lender "Lender"), as security for any loan, in all of our interest in: (i) this Lease, (ii) the Communications Facility, (iii) any other personal property owned by us and located at the Premises, and (iv) all subleases and licenses by us and the benefits of those.

(b) A Lender may: (i) enforce its rights under its leasehold mortgage and other loan and security documents (a "Security Instrument") against our interests, (ii) acquire title to our interest in the Lease and the Easements under this Lease in any lawful way, (iii) pending foreclosure of such Security Instruments, take away from us possession of the Premises and the Easements. and (iv) obtain, at the Lender's or our sole expense, a title insurance policy insuring those Security Instruments. In connection with a Lender's title insurance policy, you will promptly sign and deliver to the title company any reasonable and accurate affidavits and certificates that the title

company may reasonably request. If a Lender acquires our interest in this Lease by foreclosure or otherwise, then the Lender can assign pursuant to Section 7 herein.

(c) The provisions of this section 18 are conditioned on any such Lender attorning to Lessor in the event of a foreclosure of any leasehold mortgage.

19. **ESTOPPEL CERTIFICATES.** Within thirty (30) days after we ask you for it in writing, you will deliver to us a letter addressed to us and any Lender we specify, in a form required by the Lender, confirming the status of this Lease and any other details regarding this Lease that we might reasonably request. We may request such a letter as often as a Lender requires one.

20. **TAXES.**

(a) The Parties hereby agree that the real property associated with the Premises will be used to facilitate communication equipment owned and operated by Lessor, as well as equipment owned and operated by Lessee and Lessee's sub-tenants ("Lessee's Communications Equipment"). Accordingly, the Premises and the Communications Facility shall be deemed to be exempt from real property taxes, and in the event any portion of the Premises or the Communications Facility becomes taxable, Lessor shall be liable for, and Lessee shall not be liable for, any such real property taxes.

(b) To the extent that Lessee or its subtenants installs communications equipment on the tower structure and such communications equipment become taxable, Lessee shall be responsible for the tax associated therewith. Lessee shall cooperate with Lessor in establishing separate tax parcels associated with imposing real property taxes upon Lessee's Communications Equipment. Notwithstanding the forgoing, the parties agree that to the extent the Communications Facility, or any portion thereof are dedicated for Lessor's use, such improvements shall be tax exempt. Furthermore, Lessor agrees take any action necessary to ensure that Lessor's proportionate share of the Communications Facility remain tax exempt for the duration of the Lease.

21. **MISCELLANEOUS**

(a) We promise that we are authorized to do business in the state in which the Premises is located and that the person signing this lease on our behalf is authorized to enter into this Lease for us.

(b) We shall obtain all necessary governmental and regulatory approvals required and agree that the proposed Communication Facilities will at all times comply with The Town of Amherst's Wireless Telecommunications Code (Chapter 203 Part 6-7) , as of the date of this Agreement and as may be amended from time to time.

(c) Each of us may sign different copies of this Lease, and each signed copy will be considered an original, and all the copies taken together will be considered the same agreement.

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

(d) The terms and conditions of this Lease will extend to and bind the heirs, personal representatives, successors and assigns of both you and us.

(e) Either now or before the Beginning Date, you will sign, have notarized and deliver to us (for us to file publicly) a Memorandum of Lease (the "MOL") in the form of Exhibit "D". Lessee shall be solely responsible for the cost to record the MOL, and Lessee shall, at its sole cost and expense, terminate such MOL at the expiration or earlier termination of this Lease.

(f) All required notices must be in writing and sent by United States Mail, certified or registered with return receipt requested, or by any nationally recognized overnight courier service for priority delivery, to the addresses set forth below. Notice will be considered given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Us:	Up State Tower Co., LLC P.O. Box 30560 Bethesda, MD 20824 And: notices@dogwoodtowers.com	**For You:**	Town of Amherst 5583 Main Street Williamsville, NY 14221

(g) This Lease will be governed by and interpreted by the laws of the state in which the Premises is located.

(h) All of the attached Exhibits are part of this Lease for all purposes. We both agree that Exhibit A (the legal description of the Premises), Exhibit B (the description of the Premises and the Easements) and Exhibit C (the description of the Communications Facility) may be attached to this Lease and the MOL in preliminary form. When the final exhibits to be used in our applications for the Approvals are prepared, they will also be attached to this Lease and will be the final Exhibits A, B and C to this Lease and the MOL.

(i) This Lease can only be amended by a written document that has been sign by both us and you.

(j) The waiver of a breach of any provision of this Lease will not be considered a waiver of any other breach by any party.

(k) Each provision of this Lease must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Lease will remain in full effect.

(l) For purposes of this Lease, “Business Days” are defined as Monday through Friday excluding weekends and public holidays.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK : SIGNATURE PAGE FOLLOWS

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

The parties sign this Lease effective as of the Effective Date.

WITNESS:

YOU:
TOWN OF AMHERST

By: _____

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

US:
UP STATE TOWER CO., L.L.C.

By: _____

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

EXHIBIT "A" TO LAND LEASE AGREEMENT

LEASE PARCEL I

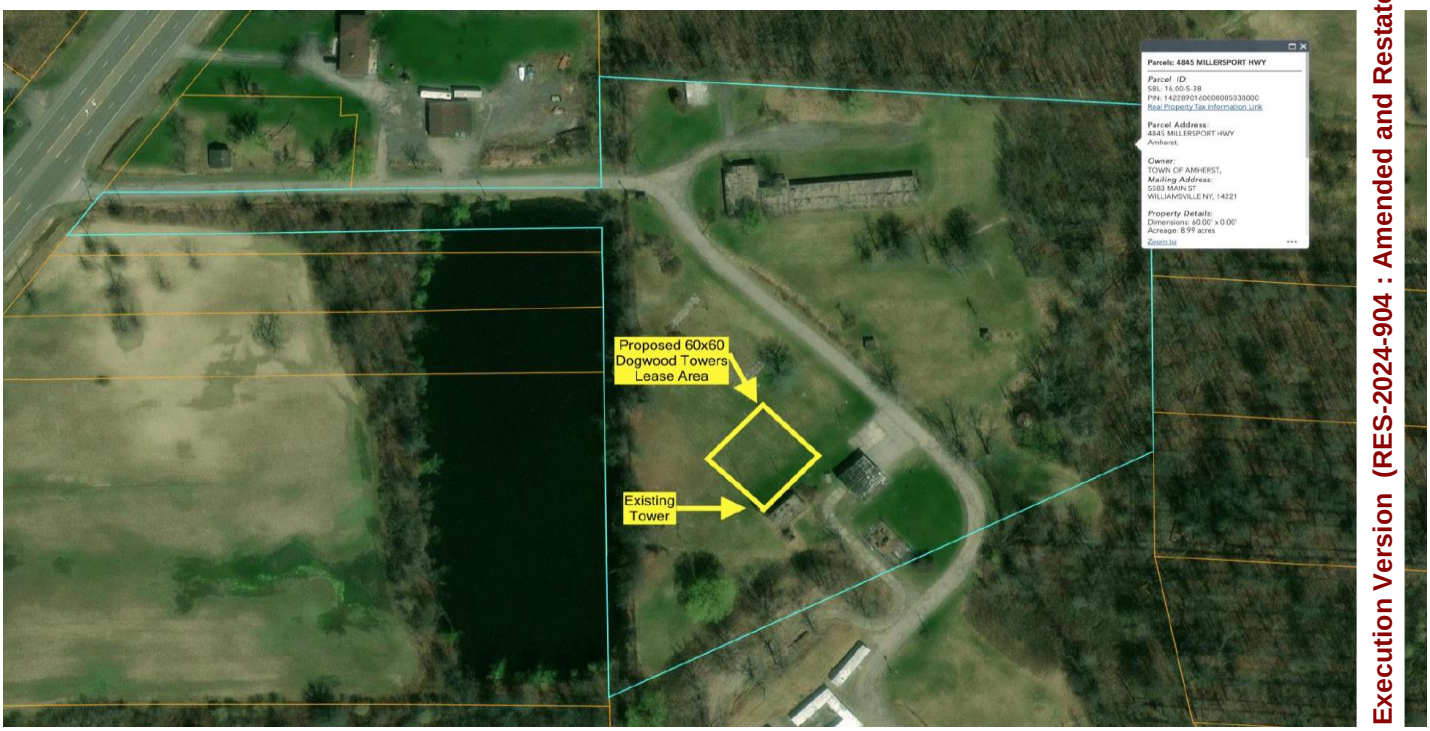
ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF AMHERST, ERIE COUNTY, STATE OF NEW YORK AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR FOUND IN THE WESTERLY HIGHWAY BOUNDARY LINE OF N. FOREST ROAD, SAID POINT BEING THE SOUTHEAST CORNER OF LANDS OF CHESTER & AMY BETH GROSOFSKY; THENCE, N78°27'27"W, A DISTANCE OF 1186.29' TO THE TRUE POINT OF BEGINNING, THENCE:

1) N43°48'29"W, A DISTANCE OF 40.00' TO A POINT; THENCE,
2) N46°11'31"E, A DISTANCE OF 70.00' TO A POINT; THENCE,
3) S43°48'29"E, A DISTANCE OF 40.00' TO A POINT; THENCE,
4) S46°11'31"W, A DISTANCE OF 70.00' TO THE **PLACE AND POINT OF BEGINNING.**

BEING 2,800 SQFT., 0.064 ACRES OF LAND.

LEASE PARCEL II



Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

EXHIBIT "B" TO LAND LEASE AGREEMENT

DESCRIPTION OF THE PREMISES AND THE EASEMENTS

PARCEL I ACCESS EASEMENT

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF AMHERST, ERIE COUNTY, STATE OF NEW YORK AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR FOUND IN THE WESTERLY HIGHWAY BOUNDARY LINE OF N. FOREST ROAD, SAID POINT BEING THE SOUTHEAST CORNER OF LANDS OF CHESTER & AMY BETH GROSOFSKY THENCE, 532°30'52"W, ALONG THE AFORESAID WESTERLY HIGHWAY BOUNDARY LINE OF N. FOREST ROAD, A DISTANCE OF 123.70' TO THE TRUE POINT OF BEGINNING, THENCE:

1) S32°30'52"W, ALONG THE WESTERLY HIGHWAY BOUNDARY LINE OF N. FOREST ROAD, A DISTANCE OF 23.13' TO A POINT; THENCE,
2) N87°35'52"W, A DISTANCE OF 426.17' TO A POINT; THENCE,
3) N89°04'06"W, A DISTANCE OF 481.47' TO A POINT; THENCE,
4) N00°41'29"E, A DISTANCE OF 321.20' TO A POINT OF CURVE; THENCE,
5) WESTERLY, ALONG A CURVE WHICH HAS A RADIUS OF 30.00', A DISTANCE OF 47.00' TO A POINT OF TANGENCY; THENCE,
6) N89°04'19"W, A DISTANCE OF 103.20' TO A POINT; THENCE,
7) S46°11'31"W, A DISTANCE OF 46.45' TO A POINT; THENCE,
8) N43°48'29"W, A DISTANCE OF 20.00' TO A POINT IN THE SOUTHEAST CORNER OF A LEASE PARCEL; THENCE,
9) N46°11'31"E, A DISTANCE OF 70.00' TO A POINT; THENCE,
10) S43°48'29"E, A DISTANCE OF 15.18' TO A POINT; THENCE,
11) S89°04'19"E, A DISTANCE OF 139.66' TO A POINT; THENCE,
12) S00°41'29"W , A DISTANCE OF 321.21' TO A POINT OF CURVE; THENCE,
13) EASTERLY, ALONG A CURVE WHICH HAS A RADIUS OF 30.00', A DISTANCE OF 47.00' TO A POINT OF TANGENCY; THENCE,
14) S89°04'06"E, A DISTANCE OF 431.93' TO A POINT; THENCE,
15) S87°35'52"E, A DISTANCE OF 438.02' TO **THE PLACE AND POINT OF BEGINNING.**

BEING 29,549 SQFT., 0.678 ACRES OF LAND.

PARCEL II ACCESS EASEMENT

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

EXHIBIT "C" TO LAND LEASE AGREEMENT

DESCRIPTION OF THE COMMUNICATIONS FACILITY

For both Parcels 1 and 2 in the Lease: a wireless telecommunications tower and base, transmitting and receiving antennas, cables, wires, utility lies, equipment shelters and building, electronics equipment, generators and other equipment, improvements and personal property, fencing and landscaping around the tower compound, a gate to the tower compound, and, if required by any county, state or federal agency/department with jurisdiction over the construction and operation of the Communications Facility, a location based system (including, without limitation, antenna(s), coaxial cable, base units and other associated equipment) more particularly described as follows:

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

EXHIBIT D
MEMORANDUM OF LEASE

PREPARED BY AND UPON
RECORDATION PLEASE RETURN TO:

_____
_____
_____
_____

Tax ID No.: SBL: 16.00-5-38, 55.19-3-37.1 and 68.07-1-3

_____

MEMORANDUM OF LEASE

Site Name/Location: BUF-508
Amherst, NY

This Memorandum of Lease, dated as of _____, 2024, evidences that a Land Lease Agreement (the "Lease") dated as of _____, 2024, made and written between Town of Amherst,("Lessor") having a mailing address of 5583 Main Street, Williamsville, NY 14221, and Up State Tower Co., L.L.C. ("Lessee"), a Maryland limited liability company having a mailing address at P.O. Box 30560, Bethesda, Maryland 20824, and the terms and conditions of such Lease are incorporated herein by this reference. Nothing in this Memorandum of Lease shall be deemed to modify, amend, limit, or otherwise affect the terms and conditions of the Lease. In the event of any inconsistency between the terms of this Memorandum of Lease and the terms of the Lease, the terms of the Lease shall control.

Such Lease provides in part that Lessor leases to Lessee the premises commonly known as 1042 North Forest Road, Tax Account # **55.19-3-37.1 and 68.07-1-3**, Town of Amherst County of Erie, State of New York, more particularly described in Exhibit A attached hereto (the "**Parcel I**") and a portion of the premises, commonly known as **4845 Millersport Highway,** Tax Account #**SBL: 16.00-5-38,** Town of Amherst County of Erie, State of New York, more particularly described in Exhibit A attached hereto (the "**Parcel II**").

The Tower Sites are situated within a larger parcel of real property that is owned by Lessor and more particularly described in Exhibit A attached hereto. Pursuant to the Lease, Lessor has also granted Lessee one or more easements for non-exclusive rights of access to the Tower Site and for electric and telephone facilities to the Tower Site (the "Easements"). The Lease term shall commence on the earlier of the date (the "Beginning Date") that: (i) Lessee begins construction of the Communications Facility (as such term is defined in the Lease) at the Tower Site, or (ii) is six (6) months after the date that Lessee receives all Approvals (as such term is defined in the Lease)

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

necessary for the construction of the Communications Facility, and ends on the 4th anniversary of such Beginning Date. Such term is subject to nine (9) additional five (5) year extension periods.

Before Lessor may sell the Tower Site, or any portion thereof, to any third party, Lessor must make such offer to Lessee, upon the terms and conditions and subject to the limitations more particularly set forth in the Lease.

Additionally, each party must obtain prior written consent from the other party before any of the following:

i. Assign the rights hereunder the Lease to any other person or entity who is in a business similar to that of Lessee;

ii. Assign any of the rights to the Lease without the transfer of the underlying Property;

iii. Sell or transfer the Property or the Lease separately from the Property, such that the leasehold estate is separated from the Property; or

iv. Sell or transfer any portion of the Property separately from the remainder of the Property.

Upon the cancellation, termination or expiration of the Lease, Lessee will make, execute and deliver to Lessor an instrument releasing this Memorandum of Lease, which instrument shall in form and substance be satisfactory to Lessor and shall be in recordable form and any such release shall not be unreasonably withheld.

Lessee does hereby make, constitute and appoint Lessor Lessee's true and lawful attorney-in-fact for the limited, specific and exclusive purpose of executing, delivering and recording a termination of this Memorandum of Lease in the event that Lessee has not signed and returned to Lessor, within ten (10) business days after the cancellation, termination or expiration of the Lease in accordance with the terms thereof, a signed termination of this Memorandum of Lease. This power of attorney is coupled with an interest and shall be irrevocable until this Memorandum of Lease has been validly released of record. The power of attorney set forth in this paragraph is hereby expressly limited to the specific matters and rights set forth in such paragraph.

This Memorandum of Lease may be executed in counterparts, each of which, when executed, shall be deemed an original instrument, but all of which taken together shall constitute one and the same agreement. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK: SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties have executed the Memorandum of Lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

LESSOR:

_____

By:_____

Print Name:_____

Date:_____

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

LESSEE:

Up State Tower Co., L.L.C.

_____

By: BRIAN GELFAND

Print Name:_____

Its: PRINCIPAL

Date:_____

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

ACKNOWLEDGEMENT – LESSOR

STATE OF NEW YORK
COUNTY OF_____

On the _____ day of _____ in the year 2024, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public
My commission expires:

ACKNOWLEDGEMENT – LESSEE

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On the _____ day of _____ in the year 2024_, before me, the undersigned, personally appeared BRIAN GELFAND, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public
My commission expires:

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

EXHIBIT A

DESCRIPTION OF TOWER SITE

That certain _____ square foot parcel or tract of land, together with non-exclusive easements for access 24 hours a day, seven days a week and for utilities services and facilities, located in the Town of _____, County of _____, State of _____, and more particularly described as follows:

[See attached Plan of the Tower Site and Easements]

The Tower Site is located within a larger parcel(s) or tract(s) of land located in the Town of _____, County of _____, State of _____: (i) which is owned by _____; and (ii) which is more particularly described in Exhibit A-1, attached hereto and by this reference made a part hereof.

Attachment: HWY Swormville Amended and Restated Land Lease Agreement - Execution Version (RES-2024-904 : Amended and Restated Land

EXHIBIT A-1

DESCRIPTION OF LARGER PARCEL OF PROPERTY
WITHIN WHICH TOWER SITE IS LOCATED

That certain lot or parcel of land situated in the Town of _____, County of _____, State of _____, bounded and described as follows:

[INSERT PROPERTY DESCRIPTION]

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29627 **RESOLUTION 2024-905** **ADOPTED**

Authority to Commence Surplus Money Proceeding (935 Casey Road)

AGENDA ITEM : NOVEMBER 12TH, 2024

TO: **Town Board**

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

DATE: **November 6, 2024**

RE: **Authority To Commence Surplus Money Proceeding**
***935 Casey Road (East Amherst, New York)**

Kindly adopt a resolution authorizing the Town Attorney's Office to commence a surplus money proceeding to recover surplus funds held by the Erie County Comptroller's Office in connection with the foreclosed property at 935 Casey Road, New York 14051. The Amherst, Cheektowaga, Tonawanda HOME Consortium has a lien against the foreclosed property and hopes to recoup a part of the unpaid loan through the surplus funds being held by the Erie County Comptroller's Office.

Thank you.

SAA:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - November 12, 2024**)
Laurie Stillwell, Director of Community Development

11/12/2024
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
ABSENT:	Lavin, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29654 **RESOLUTION 2024-906** **ADOPTED**

Issuance of Highway Work Permit (CRS# 5151)

AGENDA ITEM : NOVEMBER 12TH, 2024

TO: **Town Board**

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

DATE: **November 7, 2024**

RE: **Issuance of Highway Work Permit (CRS# 5151)**

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

RESOLVED, that pursuant to Highway Law §149, the Town Supervisor is authorized to execute the attached permit for utility work to be done on N. Bailey Avenue, pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - November 12, 2024**)
Steven E. Floss, Highway Superintendent (*w/o attachment)*
Kurt Stanley, Deputy Highway Superintendent (*w/o attachment)*

11/12/2024
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
ABSENT:	Lavin, Marinucci

PERMIT ISSUED UNDER SECTION 149 OF NEW YORK STATE HIGHWAY LAW

The undersigned, the Town Superintendent of Highways of the Town of Amherst County of Erie, upon the written application of Mike Letina, whose address is 144 Kensington Ave, Buffalo NY 14214 dated on the 10th day of September, 2024 and filed with him as prescribed by Section 149 of the Highway Law, hereby grants permission to said applicant to extend overhead powerlines across North Bailey Avenue

on the highway as described as follows

installing overhead conductors from existing pole 5320 on the west side of the road, to the south east, toward new pole 5319R, located in private

This permit is granted under the following conditions:

1. The work authorized by this permit shall be performed in a manner satisfactory to the Town Superintendent.
2. The applicant is to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the highway under terms of this permit and is to save the Town harmless from all damages which may accrue by reason of their location in the Highway, and upon notice by the Town Superintendent agrees to make repairs required for the protection and preservation of the highway, and further agrees that upon failure of the applicant to make such repairs, that they may be made by the Town Superintendent at the expense of the applicant and such expense shall be a prior lien upon the land benefitted by the use of the highway for such pipes, hydrants and appurtenances.
3. If the drainage, sewer, water pipes or appurtenances, which are laid under this permit are placed in a Town road they shall be so placed as not to interrupt or interfere with public travel upon the highway; and the earth removed must be replaced and the highway left in all respects in as good condition as before the work was performed.
4. If the work performed is on a road which has been improved by State aid, such drainage, sewer or water pipes must be placed at least four (4) feet below and in such manner as in no way to interfere with the macadam, shoulders or drainage ditches of the highway and that portion of the trench which passes under the macadam, shoulders or drainage ditches of the highway and that portion of the trench which under the macadam, shoulders or drainage ditches of the highway and that portion of the trench which passes under the macadam shall be bored or pipe-driven and in no case shall the macadam be disturbed. Upon completion of the work the highway shall be left in as good condition as before the work was performed and to the satisfaction of the Town Superintendent. Care must be taken not to interfere with drainage ditches or structures.

   Please notify utility companies before starting work

5. It is agreed by the applicant that any injury or disturbance of the macadam portion of the highway, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the applicant to the satisfaction of the Town Superintendent.
6. The Town Superintendent may, upon the failure of the applicant to comply with any of the conditions contained herein, revoke this permit and remove any pipes, or hydrants, or other appurtenances which may have been placed in the highway under this permit.

Attachment: HwyWorkPermit.NBailey-11072024124555 (RES-2024-906 : Issuance of Highway Work Permit (CRS# 5151))

7. If the road upon which this permit is issued at the time of issuance a town highway, and it should be thereafter improved by State aid as a State or County highway, it is agreed that the applicant shall, before its improvement at the applicant's own expense remove drainage, sewer or water pipes or appurtenances which may be placed under this permit and will relay the same in conformity with the directions of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Commission of Highways.

I hereby agree to the conditions contained in the foregoing permit.

Michael T. Letina

Applicant

Dated this 10th day of September, 2024

Town Superintendent of Highways

The undersigned members of the Town Board of the Town of Amherst hereby consent to the grant of the foregoing permit.

Dated this _____ day of _____, 202_

Town Supervisor

Town Clerk

Councilmember

Councilmember

Councilmember

Councilmember

Attachment: HwyWorkPermit.NBailey-11072024124555 (RES-2024-906 : Issuance of Highway Work Permit (CRS# 5151))

Rules and Regulations prescribed by the State Superintendent of Public Works under Section 10 of the Highway Law relative to the issuance of permits under Section 149

1. Permits to law sewer od water pipes, with appurtenances, shall be issued under Section 149 in the following manner:
2. A written application on the form prescribed by the State Superintendent of Public Works and provided by the Town Superintendent, having the blank places properly filled in, must be filed with the Town Superintendent.
3. The permit must be issued on these forms prescribed by the State and before being issued must, in all cases, be approved by the County Superintendent of the county within which the highway is located. One copy of the permit shall be filed with the Town Clerk and one with the Town Superintendent.
4. The consensus of a majority of members of the Town Board, or the County Superintendent, must be affixed to the permit.
5. Should any special conditions exist which may require further restrictions in order to protect the highway other than those contained in this printed form ; the same should be inserted in the blank space provided therefore and indicated as such.

Permit under Section 149

Issued: _____

To: _____

P.O. Address: _____

_____

Town Superintendent of Highways

Attachment: HwyWorkPermit.NBailey-11072024124555 (RES-2024-906 : Issuance of Highway Work Permit (CRS# 5151))

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Central Alarm
Initiated by: **Thomas Merrill**
Co-Sponsored by:

DOC ID: 29600 **RESOLUTION 2024-907** **ADOPTED**

Approve Contract for VSP Graphic Group CRS #5136

Request the supervisor to sign an agreement with VSP Graphic Group for graphic work at the Central Alarm Office.

11/12/2024
Consent

FINANCIAL IMPACT:

A3020 4110 $955.00

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

VSPGraphicGroup

10 Dyke Road - Buffalo NY 14224

Project Proposal

Date	Estimate #
10/22/2024	140888

Name / Address

Amherst Central Fire Alarm Office
500 John James Audubon Pkwy,
Amherst, NY 14228

3M Certified Graphics Installation Company | FAST TRACK Graduates of Western New York | PDAA Master Certified Installer | USG

10th Fastest Growing Company Ranked by Buffalo Business First

Account Rep Email	Account Rep	Terms
Mike@vspgraphicgroup.com	NACH	Due on receipt

Item Code	Description	Qty	Price Ea.	Total
	Wall Display			
Vinyl Graphics	3M Digitally Printed Vinyl Wall Wrap - High Resolution Imagery - Vinyl Will Be Laminated With 3M Matte UV Protective Laminate	1	395.00	395.00
Artwork-Creative ...	Setup of electronic files for proofing Setup of electronic files for wide format digital printing Processing Onsite Assessment	1	200.00	200.00
Labor - Installation	3M Certified Installation - Onsite -This project falls under the NYS DOL provisions for prevailing wage	1	360.00	360.00

Quote is valid for 30 days from date above. By signing below, you accept full responsibility to pay additional artwork charges beyond the quoted price, if creative art time exceeds the estimated time below. VSP owns all creative artwork designs until purchased solely by the immediate customer. Creative time does not include ownership of what has been created by VSP. All design work and/or logos must be purchased by VSP for no less than $250.00. All reproductions of work originally performed by VSP must have proper written authorization by VSP Graphic Group. All invoicing is due upon receipt unless otherwise noted within the terms data box. All labor charges quoted are permanent. Please be aware that there is a 24hr cancellation policy. VSP needs this time in order to rescheduling your installation appointment. If VSP is installing at your location, 3M-VSP requires that the area be well lit, floors clean of debris and dust, a minimum of 6 foot on all sides of afleet unit made clear and an environment temperature no lower than 65 degrees. 3M-VSP will not guarantee any warranty items without the environment conditions stated above. Please be sure your vehicle is clean and free from debris. If your vehicle needs cleaned by our staff you will be charged $50 and this may delay the time in which your vehicle can be picked up. By signing below, you accept these terms and all payments due, including 3% finance, collection and legal fees.

After review and approval of the quote above, please sign and date below:

Sign Here: _____

Print Name: _____

Date: _____

Subtotal	$955.00
Sales Tax (8.75%)	$0.00
Total	**$955.00**

We offer 3 services to everyone, Pick 2 - Fast, Good, Cheap

3M Certified and Industry Accredited Company | Over 10 National Creative Publicated Awards | Serving WNY Since 1995 | Buffalo's Most Trusted Creative Solution Provider

Attachment: VSP Graphics Information (RES-2024-907 : Approve Contract for VSP Graphic Group CRS #5136)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: VSP Graphics Information (RES-2024-907 : Approve Contract for VSP Graphic Group CRS #5136)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: VSP Graphics Information (RES-2024-907 : Approve Contract for VSP Graphic Group CRS #5136)

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:

VSP Graphic Group
Print Name of Company

By: M. Nachtrieb
Signature

Michael Nachtrieb
Printed name

Date: 10/18/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: VSP Graphics Information (RES-2024-907 : Approve Contract for VSP Graphic Group CRS #5136)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/19/2024

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 716-648-3230 Benz Associates LLC 36 Buffalo Street Hamburg, NY 14075 Richard Benz	CONTACT NAME: Richard Benz PHONE (A/C, No, Ext): 716-648-3230 FAX (A/C, No): 716-648-3589 E-MAIL ADDRESS:
INSURED VSP Marketing Graphic Group Inc, VSP Associates LLC 10 Dyke Rd West Seneca, NY 14224	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Erie Insurance Company — 26263 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liabi X XCU included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	Q45-6550192	09/15/2024	09/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 1,000,00 $ 5,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	Q06-5780052	06/07/2024	06/07/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,00
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000	Y	Y	Q33-6570071	09/15/2024	09/15/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,00 $ 5,000,00
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Q87-6600342	03/16/2024	03/16/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,00 $ 1,000,00 $ 1,000,00
A	Leased Rented equi							100,00

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

Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: VSP Graphics Information (RES-2024-907 : Approve Contract for VSP Graphic Group CRS #5136)

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)
VSP MARKETING GRAPHIC GROUP, INC.
10 DYKE ROAD SUITE 4
WEST SENECA, NY 14224

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
716-674-5103

1c. Federal Employer Identification Number of Insured or Social Security Number
161596940

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
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL435372

3c. Policy effective period
01/01/2024 to 12/31/2025

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 8/19/2024 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 Leston Welsh,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: VSP Graphics Information (RES-2024-907 : Approve Contract for VSP Graphic Group CRS #5136)

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: VSP Graphics Information (RES-2024-907 : Approve Contract for VSP Graphic Group CRS #5136)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) VSP Marketing Graphic Group Inc. VSP Associates LLC 10 Dyke Rd West Seneca, NY 14224 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 716-674-5103 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1596940
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 Erie Insurance Company 3b. Policy Number of Entity Listed in Box "1a" Q87-6600342 3c. Policy effective period 03/16/2024 to 03/16/2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

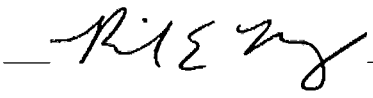
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Richard E Benz
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  08/14/2024
(Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-648-3230

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: VSP Graphics Information (RES-2024-907 : Approve Contract for VSP Graphic Group CRS #5136)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: VSP Graphics Information (RES-2024-907 : Approve Contract for VSP Graphic Group CRS #5136)

EXHIBIT "1"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: VSP Graphic Group

Signature: M. Nachtrieb

Print Name: Michael Nachtrieb

Title: VP

Date: 10/18/24

Revised 4.2017

Attachment: VSP Graphics Information (RES-2024-907 : Approve Contract for VSP Graphic Group CRS #5136)

13.E.1.b

Prevailing Wage

Home > Prevailing Wage

· Wage Schedule · Submit Notice Of Award · Submit Notice Of Project Completion

PRC#: 2024013412 **Acceptance Status:** Accepted Article 8
Type of Contracting Agency: Town

Contracting Agency

Town of Amherst
Thomas Merrill
Senior Fire Dispatcher
5583 Main Street
Williamsville NY 14221

(716) 689-1230
(716) 689- 1229 Fax
tmerrill@amherst.ny.us

Send Reply To

Project Information

Project Title	Central Alarm Office Graphic
Description of Work	Design and installation of wall graphic at the Central Alarm Office.
Contract Id No.	140888
Project Locations(s)	Central Fire Alarm Office
Route No / Street Address	500 John James Audubon Parkway
Village / City	Amherst
Town	Amherst
State / Zip	NY 14228
Nature of Project	Other Reconstruction, Maintenance, Repair or Alteration
Approximate Bid Date	10/22/2024
Checked Occupation(s)	Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Erie

Attachment: Prevailing Wage Form (RES-2024-907 : Approve Contract for VSP Graphic Group CRS #5136)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 29629 **RESOLUTION 2024-908** **ADOPTED**

Budget Transfers and Amendments

For November 12, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 11/6/2024
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:***
A1681.4090 IT - Professional Services $12,500.00	A1681.1000 Personal Services $5,902.32 A1681.1200 OT $3,146.29 A1681.1850 Lump Sum Retirement $2,563.10 A1684.8030 FICA $888.29
To transfer funds to cover retirement lump sums and transfer of employee from another department.	
A3641.1000 Emerg Serv- Personal Svcs $40,170.21 A3641.1200 Overtime $859.98 A3641.4025 Print/Adv/Lease $316.06 A3641.4060 Telephone $328.76 A3641.4120 Training & Edu $159.00 A3641.4310 Gas & Oil $39.74 A3641.4410 Public Safety & Med Supply $1,795.62 A3641.8030 FICA $2,936.94 A3641.8050 Hos & Med Ins. $15,185.08 A3641.8051 Dental $109.30 A3641.8052 Vision $48.30 A3121.1000 Police- Personal Services $105,596.93 A3121.8030 Police - FICA $8,078.16	A3649.1000 ARPA- Personal Svcs $145,767.14 A3649.1200 Overtime $859.98 A3649.4025 Print/Adv/Lease $316.06 A3649.4060 Telephone $328.76 A3649.4120 Training & Edu $159.00 A3649.4310 Gas & Oil $39.74 A3649.4410 Public Safety $1,795.62 A3649.8030 FICA $11,015.10 A3649.8050 Hos & Med Ins. $15,185.08 A3649.8051 Dental $109.30 A3649.8052 Vision $48.30
To transfer funds to recognize revenue loss for ARPA.	
N2224.1000 AMH CDBG- Personal Svcs $4,676.13 N2224.1853 Sick Incentive $280.37 N2224.8010 St Retirement $1,883.53 N2224.8030 FICA $773.29	N2224.1300 Longevity $1,867.13 N2224.4050 Mileage $2,384.50 N2224.4420 Uniform & Shoes $146.13 N2224.8050 Hospital & Med Ins $2,900.27 N2224.8051 Dental $311.38 N2224.8052 Vision $3.91
To clean up budget accounts for CDBG.	
A7250.4110 Audubon - Contractual $35,000	A7250.9000 Interfund Transfer $35,000
To transfer funds from Audubon Golf into KP2333 Audubon Golf Course Improvements for the range.	
D5130.2600 HWY Machinery - Equipment $1,779.46	D5130.9000 Interfund Transfers $1,779.46
To transfer funds from D5130 into KP2341 Highway Equipment for CRS# 5148 Stainless Steel Dump Bodies.	

BUDGET AMENDMENTS - 2024

INCREASE: ***INCREASE:***

KP2306.02089 Erie County Grant $311,205.00 KP2306.4972 Construction $311,205.00
To setup budget for Erie County Grant, CRS# 4887, Pedestrian and Bicycle Improvements, Phase 5, Inter municipal agreement.

KP2333.05031 Interfund Transfers $35,000 KP2333.4972 Construction $35,000
To transfer funds from A7250 Audubon Golf into KP2333 Audubon Golf Course Improvements for the range.

KP2341.05031 Interfund Transfers $1,779.46 KP2341.2250 Trucks, Tractors, Trailers $1,779.46
To setup budget for interfund transfer from D5130 into KP2341 Highway Equipment for CRS# 5148 Stainless Steel Dump Bodies.

11/12/2024
Consent

FINANCIAL IMPACT:

See Descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29605 **RESOLUTION 2024-909** **ADOPTED**

Award Bid #2024042 Stainless Steel Dump Bodies - CRS #5148

WHEREAS, the Contract Compliance and Administration Department received bids on October 24, 2024 for Stainless Steel Dump Bodies; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Valley Fab & Equipment, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Valley Fab & Equipment, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we need to get them on order as soon as possible due to the long lead time.

11/12/2024
Consent

FINANCIAL IMPACT:

KP2341-2250 $141,000.00

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

Bid #2024042 Stainless Steel Dump Bodies										
Low Bidder			Vendor Name:	One Nation Distribution		Viking Cives		Valley Fab & Equipment		Morgan Ingland	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	3	Each	Stainless Steel Dump Body	$62,488.00	$187,464.00	$49,500.00	$148,500.00	$47,000.00	$141,000.00	$55,699.00	$167,097.00
			Prices quoted to be delivered price.								
			No Additional charges/freight will be allowed.								

NOTES:

One Nation Distribution - Everest SDS 11' Spreader Combo Dump.

Viking Cives - Quote attached for PL9001.

Valley Fab & Equipment - Quote attached for Everest equipment package. Per quote, 400 day build time from manufacturer. Delivery is included.

Morgan Ingland - Quote attached for 11" All season Body. Build time 12-14 weeks ARO. Per quote, freight prepared and added in the final cost.

Attachment: Bid Analysis Stainless Steel Dump Bodies (RES-2024-909 : Award Bid #2024042 Stainless

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29619 **RESOLUTION 2024-910** **ADOPTED**

Award OGS Mini Bid #2024048 Ford Bronco for Facilities Dept. - CRS #5153

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2024048 through NYS OGS for the purchase of one (1) 2024 or newer Ford Bronco Sport Big Bend; and

WHEREAS, bids were received from 6 vendors as per the attached Bid Tabulation Form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Mini-Bid be awarded to C. Basil Ford Inc. for their low bid of $29,173.02; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with C. Basil Ford Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we need to order the vehicle as soon as possible due to the lead time.

11/12/2024
Consent

FINANCIAL IMPACT:

KP2410-2250

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

Rank	Total Quantity	Make & Model	Model Code	Mini-Bid #	Contractor	Contract #	NYS Discount	NYS Base Price	Total Price for Mini-Bid	Built to Spec or Pre-Existing Inventory	Estimated # of days if built to spec	Notes
1	1	2025 Ford Bronco Sport Big Bend 4X4	R9B	2024048	C. Basil Ford Inc.	PC68991	12.05%	$33,170.00	$29,173.02	Built to Spec	60-90 days	
2	1	2025 Ford Bronco Sport Big Bend 4X4	R9B	2024048	Van Bortel Ford, Inc.	PC68953	11.84%	$33,170.00	$29,242.67	Built to Spec	150 days +/-	
3	1	2025 Ford Bronco Sport Big Bend 4x4	R8B	2024048	Friendly Ford	PC69149	11.11%	$33,170.00	$29,484.81	Built to Spec	TBD	
4	1	2025 Ford Bronco Sport Big Bend 4X4	R9B	2024048	Nielsen Ford of Morristown Inc	PC69843	9.06%	$33,170.00	$30,164.80	Built to Spec	90-150 days	
5	1	2024 Ford Bronco Sport Big Bend 4x4	R9B	2024048	Scorpio Motors LLC DBA Greenwich Ford	PC69492	5.00%	$33,270.00	$31,831.50	Pre-Existing Inventory	N/A	Oxford White exterior, $225 in aftermarket components included.
6	1	2025 Ford Bronco Sport Big Bend 4x4	R9B	2024048	Healey Brothers Ford	PC69421			$33,267.50	Pre-Existing Inventory	N/A	Oxford White exterior, vendor did not provide Form B - Mini Bid Response Form.

Notes: This bid was for a 2024 Ford Bronco Sport Big Bend model that is Built to Specification, we will also consider Pre-Existing inventory.

Attachment: Mini Bid 2024048 - Bid Tab (RES-2024-910 : Award OGS Mini Bid #2024048 Ford Bronco for Facilities Dept. - CRS #5153)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29642 **RESOLUTION 2024-911** **ADOPTED**

Short Term Extension for Bid #2022028 Truck & Heavy Equipment Parts & Repair - CRS #5158, 5159, 5160, 5161, 5162 & 5163

WHEREAS, the contracts for Bid #2022028 Truck & Heavy Equipment Parts & Repair will be expiring on November 16, 2024; and

WHEREAS, a formal bid was issued to replace this contract, however, the results are still under review;

NOW THEREFORE, BE IT RESOLVED, the Town Board approves the short term extension of the contracts with the following vendors:

Baschmann Services, Inc. - CRS #5158
D&W Diesel, Inc. - CRS #5159
Alta Equipment - CRS #5160
Regional International - CRS #5161
Fleet Maintenance, Inc. - CRS #5162, and
Five Star Equipment, Inc. - CRS #5163; and

BE IT FURTHER RESOLVED, as per the Short Term Extension verbiage in the original bid, these extensions will be for a three-month period, and will expire when a replacement contract is issued; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extensions with the above referenced companies; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System so Town departments are not without a valid contract.

11/12/2024
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
ABSENT:	Lavin, Marinucci

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

October 6, 2024

Alta Equipment Equipment LLC
4554 West Saile Drive
Batavia, NY 14020

ATTN: William Evans

Re: Bid #2022028 – Truck & Heavy Duty Equipment Parts & Repair

Dear Mr. Evans:

The above listed contract will be expiring on November 16, 2024.

Please advise if Alta Equipment LLC will agree to hold pricing for three months as per the contract wording below. This three-month extension will be effective until February 16, 2025 or will terminate once a replacement contract is issued.

"In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor, with the same terms and conditions as the original Contract, including, but not limited to, quantities (prorated for such one-month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim."

_____

_____ Yes, I agree to extend _____ No, I do not wish to extend

Company Name: _____

Representative (Please print):_____ Title: _____

Signature: _____ Date: _____

Acceptance by the Town of Amherst:

_____

Brian Kulpa, Supervisor Date

Attachment: 3 Month Extension Memos (RES-2024-911 : Short Term Extension for Bid #2022028 Truck & Heavy Equipment Parts & Repair -

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

October 6, 2024

Baschmann Services
1101 Maple Road
Elma, NY 14059

ATTN: Peter P. Baschmann

Re: Bid #2022028 – Truck & Heavy-Duty Equipment Parts & Repair

Dear Mr. Baschmann:

The above listed contract will be expiring on November 16, 2024.

Please advise if Baschmann Services will agree to hold pricing for three months as per the contract wording below. This three-month extension will be effective until February 16, 2025 or will terminate once a replacement contract is issued.

"In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor, with the same terms and conditions as the original Contract, including, but not limited to, quantities (prorated for such one-month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim."

_____

_____ Yes, I agree to extend _____ No, I do not wish to extend

Company Name: _____

Representative (Please print):_____ Title: _____

Signature: _____ Date: _____

Acceptance by the Town of Amherst:

_____

Brian Kulpa, Supervisor Date

Attachment: 3 Month Extension Memos (RES-2024-911 : Short Term Extension for Bid #2022028 Truck & Heavy Equipment Parts & Repair -

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

October 6, 2024

D & W Diesel, Inc.
1503 Clark Street Road
Auburn, NY 13021

ATTN: Susan Clickner, Bidding Coordinator

Re: Bid #2022028 – Truck & Heavy-Duty Equipment Parts & Repair

Dear Ms. Clickner:

The above listed contract will be expiring on November 16, 2024.

Please advise if D & W Diesel, Inc. will agree to hold pricing for three months as per the contract wording below. This three-month extension will be effective until February 16, 2025 or will terminate once a replacement contract is issued.

"In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor, with the same terms and conditions as the original Contract, including, but not limited to, quantities (prorated for such one-month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim."

_____

_____ Yes, I agree to extend _____ No, I do not wish to extend

Company Name: _____

Representative (Please print):_____ Title: _____

Signature: _____ Date: _____

Acceptance by the Town of Amherst:

_____

Brian Kulpa, Supervisor Date

Attachment: 3 Month Extension Memos (RES-2024-911 : Short Term Extension for Bid #2022028 Truck & Heavy Equipment Parts & Repair -

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

October 6, 2024

Five Star Equipment, Inc.
284 Ellicott Road
Orchard Park, NY 14127

ATTN: Dave English, Customer Support Advisor

Re: Bid #2022028 – Truck & Heavy Duty Equipment Parts & Repair

Dear Mr. English:

The above listed contract will be expiring on November 16, 2024.

Please advise if Five Star Equipment, Inc. will agree to hold pricing for three months as per the contract wording below. This three-month extension will be effective until February 16, 2025 or will terminate once a replacement contract is issued.

"In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor, with the same terms and conditions as the original Contract, including, but not limited to, quantities (prorated for such one-month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim."

_____

_____ Yes, I agree to extend _____ No, I do not wish to extend

Company Name: _____

Representative (Please print):_____ Title: _____

Signature: _____ Date: _____

Acceptance by the Town of Amherst:

_____

Brian Kulpa, Supervisor Date

Attachment: 3 Month Extension Memos (RES-2024-911 : Short Term Extension for Bid #2022028 Truck & Heavy Equipment Parts & Repair -

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

October 6, 2024

Fleet Maintenance, Inc.
67 Ransier Drive
West Seneca, NY 14224

ATTN: Jonathan Clark, Vice President

Re: Bid #2022028 – Truck & Heavy Duty Equipment Parts & Repair

Dear Mr. Clark:

The above listed contract will be expiring on November 16, 2024.

Please advise if Fleet Maintenance, Inc. will agree to hold pricing for three months as per the contract wording below. This three-month extension will be effective until February 16, 2025 or will terminate once a replacement contract is issued.

"In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor, with the same terms and conditions as the original Contract, including, but not limited to, quantities (prorated for such one-month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim."

_____

_____ Yes, I agree to extend _____ No, I do not wish to extend

Company Name: _____

Representative (Please print):_____ Title: _____

Signature: _____ Date: _____

Acceptance by the Town of Amherst:

_____

Brian Kulpa, Supervisor Date

Attachment: 3 Month Extension Memos (RES-2024-911 : Short Term Extension for Bid #2022028 Truck & Heavy Equipment Parts & Repair -

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

October 6, 2024

Regional International Corp.
2425 Walden Avenue
Buffalo, NY 14225

ATN: Gina L. Carello, Executive Vice President

Re: Bid #2022028 – Truck & Heavy Duty Equipment Parts & Repair
Three Month Contract Extension

Dear Ms. Carello:

The above listed contract will be expiring on November 16, 2024.

Please advise if Regional International will agree to hold pricing for three months as per the contract wording below. This three-month extension will be effective until February 16, 2025 or will terminate once a replacement contract is issued.

"In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor, with the same terms and conditions as the original Contract, including, but not limited to, quantities (prorated for such one-month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim."

_____

_____ Yes, I agree to extend _____ No, I do not wish to extend

Company Name: _____

Representative (Please print):_____ Title: _____

Signature: _____ Date: _____

Acceptance by the Town of Amherst:

_____

Brian Kulpa, Supervisor Date

Attachment: 3 Month Extension Memos (RES-2024-911 : Short Term Extension for Bid #2022028 Truck & Heavy Equipment Parts & Repair -

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Court
Initiated by: **Kim Kern**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 29624 **RESOLUTION 2024-912** **ADOPTED**

Brenda Walck - Court Reporting Services - CRS ID #5119

Brenda K. Walck - Court Reporting Services - CRS ID #5119. Please authorize the Supervisor to sign this contract between Brenda K. Walck and Amherst Town Court for Court Reporting Services. This contract CRS ID #5119 has been successfully routed through the Contract Routing System.

11/12/2024
Consent

FINANCIAL IMPACT:

There is sufficient money in the Court's Budget to cover the contract.

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

BRENDA K. WALCK

COURT REPORTING SERVICE AGREEMENT

SERVICE AGREEMENT
-BETWEEN-
THE SERVICE PROVIDER
Brenda K. Walck – Court Reporter
6291 Milleville Circle
Sanborn, New York 14132
PHONE: (716) 695-4374
-AND-
THE CUSTOMER
Amherst Town Court
400 John James Audubon Pkwy.
Amherst, New York 14228
PHONE: (716) 689-4200
FAX: (716) 689-4284

START DATE – 11/22/24
END DATE – 11/22/25

BACKGROUND
Amherst Town Court is of the opinion that Brenda K. Walck has the necessary qualifications, experience and abilities to provide the Court Reporting Services that are needed at Amherst Town Court. Brenda K. Walck, Court Reporter, is agreeable to providing such services for Amherst Town Court, on the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in the Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to the Agreement agree as follows:

SERVICES
Amherst Town Court hereby agrees to engage the services of Brenda K. Walck to provide services consisting of Court Reporting Services.

PERFORMANCE
Brenda K. Walck agrees to provide Court Reporting Services at Amherst Town Court when needed.

Attachment: DOC110524-11052024164531 (RES-2024-912 : Brenda Walck - Court Reporting Services - CRS ID #5119)

COMPENSATION

For the court reporting services provided by Brenda K. Walck, Amherst Town Court agrees to pay $45.00 per hour (minimum 3 hours ($135.00) per working day). In addition, Amherst Town Court must provide a seven-day notice to cancel scheduled court reporting services. In the event of an unexpected court cancellation, where at least a seven-day notice is not given, Amherst Town Court agrees to pay the minimum of three hours which equals $135.00.

Transcripts - $3.75 per page

EQUIPMENT

Brenda K. Walck, Court Reporter, agrees to provide all necessary court reporting equipment that will be used to perform the agreed-upon duties, i.e., Court Reporting Services.

INDEPENDENT CONTRACTOR

Brenda K. Walck, in accordance with her status as an independent consultant, covenants and agrees that she will conduct herself consistent with such status. She will neither hold herself 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.

TERM OF AGREEMENT

The Term of Agreement will begin on the date of the Agreement and will continue for one year. This contract can be cancelled with a 14-day written notice by the Court Reporter.

ASSIGNMENT

This Agreement is being entered into in reliance and upon the consideration of the skill and qualifications of Brenda K. Walck. In her absence she agrees to find a court reporter who is qualified to provide Court Reporting Services for the Amherst Town Court. The individual covering will have the same insurance coverage as Brenda K. Walck, to ensure consistency with protection and compliance with the contract and will receive the agreed-upon compensation as above. In the event that sufficient coverage cannot be found, Amherst Town Court will be responsible for finding a suitable replacement for that day.

Brenda K. Walck — 10/29/24

BRENDA K. WALCK
COURT REPORTER — DATE

BRIAN KULPA
AMHERST SUPERVISOR — DATE

Attachment: DOC110524-11052024164531 (RES-2024-912 : Brenda Walck - Court Reporting Services - CRS ID #5119)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2024

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 be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI INSURANCE SERVICES LLC/PHS 01215796 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
BRENDA WALCK 6291 MILLEVILLE CIR SANBORN NY 14132-9239	INSURER A : Twin City Fire Insurance Company	29459
	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/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			01 SBM BE0665	09/14/2024	09/14/2025	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / EXCESS LIAB: OCCUR / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

THE TOWN OF AMHERST
400 JOHN JAMES AUDUBON PKWY
AMHERST NY 14228-1142

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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: DOC110524-110524164531 (RES-2024-912 : Brenda Walck - Court Reporting Services - CRS ID #5119)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Court
Initiated by: **Kim Kern**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 29625 **RESOLUTION 2024-913** **ADOPTED**

Elizabeth Jernigan - Court Reporting Services - CRS ID #5120

Elizabeth A. Jernigan - Court Reporting Services - CRS ID #5120. Please authorize the Supervisor to sign this contract between Elizabeth A. Jernigan and Amherst Town Court for Court Reporting Services. This contract CRS ID #5120 has been successfully routed through the Contract Routing System.

11/12/2024
Consent

FINANCIAL IMPACT:

There is sufficient money in the Court's Budget to cover the contract.

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

ELIZABETH A. JERNIGAN

COURT REPORTING SERVICE AGREEMENT

SERVICE AGREEMENT

-BETWEEN-

THE SERVICE PROVIDER

Elizabeth A. Jernigan – Court Reporter
126 Donna Lea Blvd
Amherst, NY 14221
PHONE: (716)474-4646

-AND-

THE CUSTOMER

Amherst Town Court
400 John James Audubon Pkwy.
Amherst, New York 14228
PHONE: (716) 689-4200
FAX: (716) 689-4284

START DATE - 11/22/24

END DATE - 11/22/25

BACKGROUND

Amherst Town Court is of the opinion that Elizabeth A. Jernigan has the necessary qualifications, experience and abilities to provide the Court Reporting Services that are needed at Amherst Town Court. Elizabeth A. Jernigan, Court Reporter, is agreeable to providing such services for Amherst Town Court, on the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in the Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to the Agreement agree as follows:

SERVICES

Amherst Town Court hereby agrees to engage the services of Elizabeth A. Jernigan to provide services consisting of Court Reporting Services.

PERFORMANCE

Elizabeth A. Jernigan agrees to provide Court Reporting Services at Amherst Town Court when needed.

Attachment: DOC110524-1105202416580 6 (RES-2024-913 : Elizabeth Jernigan - Court Reporting Services - CRS ID #5120)

COMPENSATION

For the court reporting services provided by Elizabeth A. Jernigan, Amherst Town Court agrees to pay $45.00 per hour (minimum 3 hours ($135.00) per working day). In addition, Amherst Town Court must provide a seven-day notice to cancel scheduled court reporting services. In the event of an unexpected court cancellation, where at least a seven-day notice is not given, Amherst Town Court agrees to pay the minimum of three hours which equals $135.00.
Transcripts - $3.75 per page

EQUIPMENT

Elizabeth A. Jernigan, Court Reporter, agrees to provide all necessary court reporting equipment that will be used to perform the agreed upon duties i.e., Court Reporting Services.

INDEPENDENT CONTRACTOR

Elizabeth A. Jernigan, in accordance with her status as an independent consultant, covenants and agrees that she will conduct herself consistent with such status. She will neither hold herself 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.

TERM OF AGREEMENT

The term of Agreement will begin on the date of this Agreement and will continue for one year. This contract can be cancelled with a 14-day written notice by the Court Reporter.

ASSIGNMENT

This Agreement is being entered into in reliance and upon the consideration of the skill and qualifications of Elizabeth A. Jernigan. In her absence she agrees to find a court reporter who is qualified to provide Court Reporting Services for Amherst Town Court. The individual covering will have the same insurance coverage as Elizabeth A. Jernigan, to ensure consistency with protection and compliance with the contract and will receive the agreed-upon compensation as above. In the event that sufficient coverage cannot be found, Amherst Town Court will be responsible for finding a suitable replacement for that day.

Elizabeth Jernigan 10/30/24

ELIZABETH A. JERNIGAN — DATE
COURT REPORTER

BRIAN KULPA — DATE
AMHERST SUPERVISOR

Attachment: DOC110524-11052024165806 (RES-2024-913 : Elizabeth Jernigan - Court Reporting Services - CRS ID #5120)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2024

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 Briceland Agency, Inc. 6633 Main Street Williamsville NY 14221	**CONTACT NAME:** James Mariano **PHONE (A/C, No, Ext):** (716) 631-8800 **FAX (A/C, No):** (716) 631-2848 **E-MAIL ADDRESS:** james@briceland.com
INSURED EJ Court Reporting 126 Donna Lea Blvd Williamsville NY 14221	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** New York Central Mutual — 14834 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2410801760 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			6177748	11/22/2024	11/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired and Non-Owned	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

All operations of the named insured performed for the certificate holder only.

CERTIFICATE HOLDER

Town of Amherst
400 John James Audobon Parkway
Amherst NY 14228

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: DOC110524-1105202416580 6 (RES-2024-913 : Elizabeth Jernigan - Court Reporting Services - CRS ID #5120)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29637 **RESOLUTION 2024-914** **ADOPTED**

Proposal for Installation of Seven (7) Fire Hydrants 4300 Millersport Highway SP-2022-03_A TOA Job No: 2005.114A

We are hereby requesting authorization to have seven (7) additional fire hydrants installed by the developer associated with the above development.

The Erie County Water Authority requires the installation of seven (7) fire hydrants at the above location during the course of construction to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. The hydrants will become property of the Town of Amherst. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to issue final approval of the referenced hydrants. The Town is to pay the annual maintenance fee of $160.80 each for a total of $1,125.60.

May we have your approval for the installation of seven (7) additional fire hydrants?

11/12/2024
Consent

FINANCIAL IMPACT:

. The Town is to pay the annual maintenance fee of $160.80 each for a total of $1,125.60.

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29639 **RESOLUTION 2024-915** **ADOPTED**

Change Order No. 01- SU – Louis Del Prince & Sons, Inc. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5100

We respectfully request your consideration for the approval of this resolution authorizing the Supervisor to sign the referenced Change Order, which proposes an increase to this overall contract by $126,151.74. This adjustment will address perimeter safety and sound attenuation concerns raised by adjacent residents through the installation of an additional 1,500 linear feet of 8-foot stockade fencing. Additionally, we plan to install further fencing and a sidewalk along Queen Place Rd. to enhance pedestrian safety and access to the park from the neighborhood.

Lastly, it is important to note that the existing onsite storm line was found to be damaged prior to construction, necessitating further corrective actions and associated costs. Funding for this added expense is available within the project account KP2303.4972.

Thank you for your attention to this matter. We believe these improvements will significantly benefit the community.

11/12/2024
Consent

FINANCIAL IMPACT:

Funding for this added expense is available within the project account KP2303.4972. an increase to this overall contract by $126,151.74.

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

DRAFT

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* ROYAL PARK SPORTS COMPLEX TOWN JOHB NO. 2019-055	**CONTRACT INFORMATION:** Contract For: SITE/UTILITY Date: May 13, 2024	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: October 7, 2024
OWNER: *(Name and address)* TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE, NY 14221	**ARCHITECT:** *(Name and address)* Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C. 375 Essjay Road, Suite 200 Williamsville, NY 14221	**CONTRACTOR:** *(Name and address)* LOUIS DEL PRINCE & SONS, INC. 580 CAYUGA ROAD CHEEKTOWAGA, NY 14225-1312

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Playground Cleanouts Revision (RFP 004), Damaged Storm Pipe Repair (RFP 003) and Fence/Sidewalk Changes (RFP 001)

The original Contract Sum was	$	6,490,400.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	6,490,400.00
The Contract Sum will be increased by this Change Order in the amount of	$	126,151.74
The new Contract Sum including this Change Order will be	$	6,616,551.74

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C.	LOUIS DEL PRINCE & SONS, INC	TOWN OF AMHERST
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
David L. Kenyon		
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
9/10/24		
DATE	**DATE**	**DATE**

Attachment: Backup CO 1 - LDP - TB 11-12-24 (RES-2024-915 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

AIA Document G701 – 2017. Copyright © 1979, 1987, 2000 , 2001 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 11:41:59 ET on 09/05/2024 under Order No.4104246501 which expires on 10/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

Wendel

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

REQUEST FOR PROPOSAL

No. 001

TITLE:	***Additional Fence and Sidewalk***	**DATE:**	July 12, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Sons, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	05-Site/Utility Construction

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Please provide an itemized quote for the following proposed changes:

1. Removal of existing chain link fence and construction of 8-foot high wood privacy fence along the east boundary of the park as indicated on the attached drawings.
2. Removal of existing chain link/picket fences on the north and south sides of Queens Place and construction of 6-foot high wood privacy fence and 4-foot high chain link fence as indicated on the attached drawings.
3. Extending the curbs on the north and south side of Queens Place and construction of 5-foot wide (measured from face of curb) sidewalk with accessible curb cut.

Attachments:

- Drawing sheet L101 dated 07-12-2024.
- Drawing sheet L102 dated 07-12-2024.
- Drawing sheet L103 dated 07-12-2024.
- Drawing sheet L104 dated 07-12-2024.
- Drawing sheet L201 dated 07-12-2024.
- Drawing sheet L204 dated 07-12-2024.
- Drawing sheet L205 dated 07-12-2024.
- Drawing sheet L304 dated 07-12-2024.

REQUESTED BY:

Arthur V. Traver III, RLA, ASLA

Attachment: Backup CO 1 - LDP - TB 11-12-24 (RES-2024-915 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
PAVING CONTRACTORS
Since 1937

"Buffalo's Original Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075-RFP 001 Rev.5		10/17/2024

Site: Royal Park Sports Complex-187 Royal Parkway W. Williamsville, NY 14221

1)

Upgrade horizontal rails on 850 LF of 8' high wood fencing from base bid.

- In place of (3) 2x4x8 rails, substitute (3) 2x6x8 rails per section.

Unit Price $2.25 per/ft.

Labor: $765.60
Materials: $1148.40
Total: $1,914

Additional stump grinding from original 8' high wood fencing from base bid.

Labor: $736
Materials: $1,104
Total: $1,840

Install 650 LF of additional 8' high wood fencing along the east boundary of the park.

- Use (3) 2x6x8 horizontal rails per section.

Labor: $23,596.40
Materials: $35,394.60
Total: $58,991

- Clear and Grub

(Eastwood) Labor: $5,000
Materials: $3,648
Total: $8,648

(LDP) Labor: $1,352
Materials: $500
Total:1,852

Clear & Grub Grand Total: $10,500

TOTAL(page 1): $73,245.00

Attachment: Backup CO 1 - LDP - TB 11-12-24 (RES-2024-915 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

#2) Queens Place

- Install 30 LF of 4’ high chain-link fence on each side of street (60 LF total).

Labor: $1,566
Materials: $2,349
Total: $3,915

- Install 111 LF of 6’ high 3-rail wood fencing with materials to match the remainder of projects wood fence. Each side of the street (222 LF Total)

Labor: $7,854.80
Materials: $11,782
Total: $19,637

Queens Place
Grand Total: $23,552

3)

- Install 5’ wide sidewalk (+/- 750 SF) & detectable warning unit (22 SF).
- Install concrete curbing (+/- 30 LF).

Labor: $7,632.40
Materials: $11,448.60
Total: $19,081

Grand Total: $115,878

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

TOTAL(page 2): $42,633

Summary

Page 1:	$73,245.00
Page 2:	$42.633.00
RFP 001 Total	$115,878.00

Attachment: Backup CO 1 - LDP - TB 11-12-24 (RES-2024-915 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

Wendel

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

REQUEST FOR PROPOSAL

No. 003

TITLE:	***Damaged Storm Pipe Repair***	**DATE:**	August 2, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Sons, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	05-Site/Utility Construction

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Please provide an itemized cost proposal for work depicted on drawings L303, L304 and L306 revised 8/1/24 (attached) for work associated with damage to existing 54" storm pipe resulting from boring B-10 and the revised pipe alignment from sanitary diversion chamber.

Attachments:

- Drawing sheet L303 REV 2 dated 08-01-2024.
- Drawing sheet L304 REV 2 dated 08-01-2024.
- Drawing sheet L306 REV 2 dated 08-01-2024.

REQUES

David L. Kenyon, RLA, ASLA, LEED AP
Senior Landscape Architect
Associate Principal

Attachment: Backup CO 1 - LDP - TB 11-12-24 (RES-2024-915 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
PAVING CONTRACTORS
Since 1937

"Buffalo's Original Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075-RFP 003		10/30/2024

Site: Royal Park Sports Complex-187 Royal Parkway W. Williamsville, NY 14221

Drawing Sheets: L303 Rev.2, L304 Rev. 2 and L306 Rev.2.

Damaged Storm Pipe Repair (54" Dia)

- Install 6" HDPE (P49) +/-50 LF.
- Install Nyloplast Inline Drain W/ Insert-A-Tee and Ductile Iron Dome Grate.

Total = $3,404.74

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Attachment: Backup CO 1 - LDP - TB 11-12-24 (RES-2024-915 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
PAVING CONTRACTORS
Since 1937

"Buffalo's Orignal Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

Change Order 002

Project Name: *Amherst Royal Park Sports Complex*

Owner's Project #: *261341* **LDP #:** *24-075*

Requested by: *Town Of Amherst* **Date:** *14-Aug-24*

Description of Change: *RFP 03--Grading & Drainage*

Labor

Description	# People	# Hours	Unit Cost	Item Total
Laborers	2	8	$66.47	$1,063.52
Operator	1	8	$84.64	$677.12
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$1,740.64**

Equipment

Description	Qty	# Hours	Unit Cost	Item Total
Komatsu 138	1	8	$55.00	$440.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$440.00**

Materials

Description	Qty	UOM	Unit Cost	Item Total
Stone #1	5	TN	$30.00	$150.00
NYOPLAST Inline drain, Inserta Tee and grate	1	LS	$630.00	$630.00
				$0.00
				$0.00
			Total	**$780.00**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
			Total	**$0.00**

Markup (15%)	**$444.10**
TOTAL	**$3,404.74**

Attachment: Backup CO 1 - LDP - TB 11-12-24 (RES-2024-915 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

Wendel

REQUEST FOR PROPOSAL

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

No. 004

TITLE:	***Playground Cleanout Rev***	**DATE:**	August 12, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Sons, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	05-Site/Utility Construction

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Please provide a detailed cost proposal to relocate cleanouts associated with Playground underdrains as depicted on the attached Dwg. L303 Rev.3 dated 08-12-2024.

Attachments:

- Drawing sheet L303 REV 3 dated 08-12-2024.

REQUES

, LEED AP
Senior Landscape Architect
Associate Principal

Attachment: Backup CO 1 - LDP - TB 11-12-24 (RES-2024-915 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

"Buffalo's Original Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075-RFP 004	Due Upon Receipt	9/4/2024

Site: Royal Park Sports Complex-187 Royal Parkway W. Williamsville, NY 14221

Drawing Sheets: L303 Rev.3 dated 8/12/2024.

Playground Cleanouts Revision Cleanouts

- Extend the (6) 4" underdrain pipes and install cleanout & grates outside playground surface area.

Total: $6,869

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Attachment: Backup CO 1 - LDP - TB 11-12-24 (RES-2024-915 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
PAVING CONTRACTORS
Since 1937

"Buffalo's Orignal Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

Change Order 003

Project Name: *Amherst Royal Park Sports Complex*

Owner's Project #: *261341* **LDP #:** *24-075*

Requested by: *Town Of Amherst* **Date:** *14-Aug-24*

Description of Change: *RFP-04-Playground Cleanouts*

Labor

Description	# People	# Hours	Unit Cost	Item Total
Laborers	2	8	$66.47	$1,063.52
Operator	2	8	$84.64	$1,354.24
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$2,417.76**

Equipment

Description	Qty	# Hours	Unit Cost	Item Total
Skid Steer	1	8	$38.00	$304.00
Komatsu 138	1	8	$54.00	$432.00
Tool Truck	1	8	$15.25	$122.00
				$0.00
				$0.00
				$0.00
			Total	**$858.00**

Materials

Description	Qty	UOM	Unit Cost	Item Total
4" Underdrain	55	LF	$2.15	$118.25
EJ- Frames & Covers	6	Ea	$209.73	$1,258.38
Stone	22	TN	$30.00	$660.00
Parts	6	EA	$110.00	$660.00
			Total	**$2,696.63**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
			Total	

Markup (15%)	**$895.86**
TOTAL	**$6,868.25**

Attachment: Backup CO 1 - LDP - TB 11-12-24 (RES-2024-915 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29640 **RESOLUTION 2024-916** **ADOPTED**

Award of Bid Audubon Golf Course Driving Range Netting Improvement TOA Project No. 2000.085I

The existing driving range safety netting, installed in 2010, has deteriorated and requires replacement. A new system has been designed to replace the current 450 linear feet of 30-foot-tall netting with an upgraded system featuring 1,400 linear feet of new poles and nets at heights of 40 and tapering to 60 feet. This expansion will enhance protection on both sides of the range from errant shots and improve safety for players on the adjacent first hole of the golf course.

As such and on October 17, 2024, we received bids for this project, and after reviewing the four submissions (attached bid tabulation) we recommend awarding the contract to Wind and Sun Protection Inc., 1112 14 Avenue, Coaldale, Alberta Canada, T1M1M8, in the amount of $362,717.00. Funding for this contract shall be from account KP2333-4972.

Thank you for considering this request.

11/12/2024
Consent

FINANCIAL IMPACT:

contract to Wind and Sun Protection Inc., 1112 14 Avenue, Coaldale, Alberta Canada, T1M1M8, in the amount of $362,717.00. Funding for this contract shall be from account KP2333-4972.

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

Audubon Golf Course
Driving Range Netting

Bid Tabulation / October 17, 2024

T.O.A. Job No. 2000.085I

General Construction Contract

No.	Bidder	Bid Bond (Y / N)	Base Bid Total	Contact
1	Wind and Sun Protection Inc.	Y	$362,717.00	anthony@windandsunprotection.com
2	PM Pavement Inc.	Y	$472,700.00	mike.jantzi@pmpavement.com
3	Camco General Contracting Inc.	Y	$474,850.00	camsitarek@gmail.com
4	Pinto Construction Services Inc.	Y	$695,000.00	drobinson@pintocs.com

Attachment: Audubon Golf Course Driving Range Netting Bid Tabs (RES-2024-916 : Audubon Golf Course Driving Range Netting Improvement)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29641 **RESOLUTION 2024-917** **ADOPTED**

Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration Resolution Authorizing Supervisor to Sign a Federal Aid Local Project Agreement, PIN 5765.23; NYS Comptrollers Contract #D041556 Town of Amherst Job No. 2024.016A CRS ID #5102

Please approve the attached resolution authorizing the Supervisor to sign a State-Local Agreement (SLA) indicating a commitment to participate in the administration and funding the design phases of the above referenced Federal Aid project.

This project, including the design phase, is 80% reimbursable through Federal Aid. The remaining 20% local share must be provided by the Town of Amherst. The attached SLA and draft Town Board Resolution authorizes the Town to provide first instance funding to cover all the design fees and Right-of-Way (ROW) incidentals in the total amount of $655,000.00. Of that total, the Town is responsible for the local share (20%) amount of $131,000.00 and the remaining 80% is reimbursable. Funding is allocated in 2025-2030 CIP Project E-1 utilizing Boulevard Central District Mitigation Funds Account #T4032-02770, and therefore contingent upon the Town Board's approval of the CIP.

The Town's Engineering Department will commence the design phase following NYSDOT's Local Project Manual after SLA execution. This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

11/12/2024
Consent

FINANCIAL IMPACT:

the Town is responsible for the local share (20%) amount of $131,000.00 and the remaining 80% is reimbursable. Funding is allocated in 2025-2030 CIP Project E-1 utilizing Boulevard Central District Mitigation Funds Account #T4032-02770,

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

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

RESOLUTION 2024-XXX

Authorizing the implementation, and funding in the first instance 100% of the federal state aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration, P.I.N. 5765.23, (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% Non-Federal funds; and

WHEREAS, the Town of Amherst desires to advance the Project by making a commitment of 100% of the Non-Federal share of the costs of the Project's Preliminary Engineering (Design I-VI); and

NOW, THEREFORE, the Amherst Town Board, duly convened does hereby

RESOLVE, that the Amherst Town Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Amherst Town Board hereby authorizes the Town of Amherst to pay in the first instance 100% of the federal and non-federal shares of the cost of the Preliminary Engineering (Design I-VI) and Right-of-way Incidental work for the Project or portions thereof; and it is further

RESOLVED, that the sum of $655,000 is hereby appropriated from 2025-2030 CIP Project #E-1 and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Town of Amherst shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Town Supervisor of the Town of Amherst Town Board be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Town of Amherst with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the Municipality's first instance funding of Project costs and permanent funding of the local share of federal aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

Press F1 to see instructions in blank fields

Federal Aid Local Project Agreement (09/2023)

MUNICIPALITY/SPONSOR: **Town of Amherst**
PROJECT ID NUMBER (PIN): **5765.23** BIN: **N/A**
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: **9/4/2024** By: **JEH**
Initials

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D041556**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State").

and

the ***Town of Amherst*** (the "Municipality/Sponsor")
acting by and through ***Town Supervisor***
with its office at ***Amherst Municipal Building, 5583 Main Street, Williamsville, NY 14221.***

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as ***Intersection Reconfiguration, Maple Rd (CR 192) and N. Bailey Ave, Town of Amherst, Erie County*** (as more specifically described in such Schedule A, the "Project").

W I T N E S S E T H:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10 (34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, and Chapter 794 of the laws of 2022, as further amended by Chapter 3 of the laws of 2023 (effective December 28, 2023), the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

Press F1 to see instructions in blank fields

MUNICIPALITY/SPONSOR: **Town of Amherst**
PROJECT ID NUMBER (PIN): **5765.23** BIN: **N/A**
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: **9/4/2024** By: **JEH**
Initials

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the ***Town Supervisor*** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required, therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

Press F1 to see instructions in blank fields

2. *General Description of Work and Responsibility for Administration and Performance*. Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.
The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through NYSDOT's web site at https://www.dot.ny.gov/plafap, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit*. Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under $5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid*. NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges, or other Federal Participating costs directly identifiable with the eligible project.

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

4.2 *Marchiselli Aid (if applicable)*. NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991, are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 Marchiselli Extended Records Retention Requirements.

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Title 49 of the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

(a) the amount stated in Schedule A for the Federal Share; or
(b) the amount stated in Schedule A as the State (Marchiselli) share.

All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government, or their representatives.

4.4 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project, or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors, or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security, or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet. or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company, or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* The Project phase(s) and Term are identified in Schedules (A) executed herewith and incorporated herein or as subsequently identified in a duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued, or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

13.1 ***Time is of the essence (Bridge NY Projects).*** **The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

14. *NYSDOT Obligations*. NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights*. In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements*. The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements*.

17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
(a) Via certified or registered United States mail, return receipt requested:
(b) By facsimile transmission,
(c) By personal delivery,
(d) By expedited delivery service; or
(e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)
Name: ***Christopher Church***
Title: ***Project Manager***
Address: ***100 Seneca Street, Buffalo, NY 14203***
Telephone Number: ***716-847-3246***
Facsimile Number: ***716-847-3080***
E-Mail Address: ***Christopher.Church@dot.ny.gov***

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

[Municipality/Sponsor] ***Town of Amherst***
Name: ***Brian J. Kulpa***
Title: ***Supervisor***
Address: ***Amherst Municipal Building, 5583 Main Street, Williamsville, NY 14221***
Telephone Number: ***716-631-7032***
Facsimile Number: ***716-631-7146***
E-Mail Address: ***bkulpa@amherst.ny.us***

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Instructions and authorization forms are available on the State Comptroller's website at https://www.osc.ny.gov/state-vendors. Registration forms and instructions can be found at the NYSDOT Electronic Payment Guidelines website at:
https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic Payment Guidelines.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

federal, state, and local laws, rules, and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 (41 CFR Subtit. B, Ch. 60) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act (NY CLS ECL, Art. 6), including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

Press F1 to see instructions in blank fields

Federal Aid Local Project Agreement (09/2023)
MUNICIPALITY/SPONSOR: **Town of Amherst**
PROJECT ID NUMBER (PIN): **5765.23** BIN: **N/A**
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A
Date Prepared: **9/4/2024** By: **JEH**
Initials

Comptroller's Contract Number: D041556

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

By:_____

Print Name:_____

Title:_____

MUNICIPALITY/SPONSOR ATTORNEY:

By:_____

Print Name:_____

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

On this _____ day of _____, 20___ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

_____
Notary Public

APPROVED FOR NYSDOT:

By:_____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date:_____

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By:_____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By:_____
For the New York State Comptroller
Pursuant to State Finance Law §112

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 5765.23

OSC Contract #: D041556

Contract Start Date: / /2024 (mm/dd/yyyy) **Contract End Date:** 12/31/2027 (mm/dd/yyy
☐ *Check, if date changed from the last Schedule*

Purpose: ☒ Original Standard Agreement ☐ Supplemental Schedule A No.

Agreement Type: ☒ Locally Administered
Municipality/Sponsor (Contract Payee): Town of Amherst
Other Municipality/Sponsor (if applicable):

☐ State Administered
List participating Municipality(ies) and the % of cost share for each and indicate by checkbox whi Municipality this Schedule A applies.
☐ Municipality: % of Cost shar
☐ Municipality: % of Cost shar
☐ Municipality: % of Cost shar

Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☐ ROW Acquisition ☐ Construction/CI/CS

Work Type: HWY INTERSECTION IMP | **County** (If different from Municipality): Erie

(Check, if Project Description has changed from last Schedule A): ☐
Project Description: Intersection Reconfiguration, Maple Rd (CR 192) and N. Bailey Ave, Town of Amherst, Erie County

Marchiselli Eligible ☐ Yes ☒ No

A. Summary of Participating Costs FOR ALL PHASES
For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered
5765.23.121	Current	CMAQ (80%)	$630,000.00	$504,000.00	$0.00	$126,000.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
5765.23.221	Current	CMAQ (80%)	$25,000.00	$20,000.00	$0.00	$5,000.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
TOTAL CURRENT COSTS:			$655,000.00	$524,000.00	$ 0.00	$131,000.00	$ 0.00

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

NYSDOT/State-Local Agreement – Schedule A PIN 5765.23

B. Local Deposit(s) from Section A:	$ 0.00
Additional Local Deposit(s)	$0.00
Total Local Deposit(s)	$ 0.00

C. Total Project Costs *All totals will calculate automatically.*

Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
$524,000.00	$ 0.00	$131,000.00	$655,000.00

Total FEDERAL Cost	$524,000.00
Total STATE Cost	$ 0.00
SFS TOTAL CONTRACT AMOUNT	**$524,000.00**

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: **Jess Hoehn** Phone No: 716-533-4063

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See LPB's SharePoint for link to sample footnotes)

- ADDITIONAL PROJECT DESCRIPTION: This project will improve the existing signalized intersection at Ma Rd (CR 192) and N. Bailey Ave, in the Town of Amherst, in Erie County.
- FUND SOURCE: The Engineering (Design I-VI) phase (121) and Right-of-Way Incidentals phase (.221) CMAQ funds at 80% Federal Aid matched with 20% Local funds.

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Scoping: Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☐
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☐
3. Smart Growth Attestation (NYSDOT ONLY).	☐	☐
4. Preliminary Design: Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☒
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☒
6. Obtain aerial photography and photogrammetric mapping.	☐	☒
7. Perform all surveys for mapping and design.	☐	☒
8. Detailed Design: Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☒
9. Perform landscape design (including erosion control).	☐	☒
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☒

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☒
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☒
13. Conduct any required soils and other geological investigations.	☐	☒
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☒
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☒
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☒
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☒

A2. Right-of-Way (ROW) Incidentals

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☒
2. ROW mapping and any necessary ROW relocation plans.	☐	☒
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☒
4. Secure Appraisals.	☐	☒
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☒

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including *de minimis* determination, as may be applicable. **If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.**	☐	☒
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	☐	☒

B. Right-of-Way (ROW) Acquisition

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. **If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.**	☐	☐
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	☐	☐
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	☐	☐
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	☐	☐
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	☐	☐
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	☐	☐
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	☐	☐

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☐
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☐
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☐
4. Compile and submit Contract Award Documentation Package.	☐	☐
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☐
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☐
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☐
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	☐	☐
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☐
9. Administer construction contract, including the review and approval of all contactor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☐
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☐
11. Administer all construction contract claims, disputes or litigation.	☐	☐

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	☐	☐
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	☐	☐

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

TABLE OF CONTENTS

		Page
1.	Executory Clause	3
2.	Non-Assignment Clause	3
3.	Comptroller's Approval	3
4.	Workers' Compensation Benefits	3
5.	Non-Discrimination Requirements	3
6.	Wage and Hours Provisions	3-4
7.	Non-Collusive Bidding Certification	4
8.	International Boycott Prohibition	4
9.	Set-Off Rights	4
10.	Records	4
11.	Identifying Information and Privacy Notification	4
12.	Equal Employment Opportunities For Minorities and Women	5
13.	Conflicting Terms	5
14.	Governing Law	5
15.	Late Payment	5
16.	No Arbitration	5
17.	Service of Process	5
18.	Prohibition on Purchase of Tropical Hardwoods	5-6
19.	MacBride Fair Employment Principles	6
20.	Omnibus Procurement Act of 1992	6
21.	Reciprocity and Sanctions Provisions	6
22.	Compliance with Breach Notification and Data Security Laws	6
23.	Compliance with Consultant Disclosure Law	6-7
24.	Procurement Lobbying	7
25.	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26.	Iran Divestment Act	7
27.	Admissibility of Contract	7

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $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 let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $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 the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

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 proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: http://www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions 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.

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

   As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

   The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency[1] the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA[2]), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215 Highway Training and Education
20.219 Recreational Trails Program
20.XXX Highway Planning and Construction - Highways for LIFE;
20.XXX Surface Transportation Research and Development;
20.500 Federal Transit-Capital Investment Grants
20.505 Federal Transit-Metropolitan Planning Grants
20.507 Federal Transit-Formula Grants
20.509 Formula Grants for Other Than Urbanized Areas
20.600 State and Community Highway Safety
23.003 Appalachian Development Highway System
23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

[2] http://www.cfda.gov/

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Attachment: Attachment Maple North Bailey (RES-2024-917 : Maple Road (CR 192) and N. Bailey Avenue Intersection Reconfiguration)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29596 **RESOLUTION 2024-918** **ADOPTED**

Authorize Supervisor to Sign Contract with VCS - Visual Computer Solutions Inc - CRS #5143

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst approves the contract with VCS - Visual Computer Solutions Inc software for the time keeping and scheduling software system that is compatible with the Town's MUNIS System.

The Town of Amherst contract is for the period 11/01/24 through 10/31/2025 and includes the SAAS renewal time keeping service to include time sheets and scheduling.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract that is subject to the Contract Routing System (CRS #5143).

11/12/2024
Consent

FINANCIAL IMPACT:

VARIOUS

VARIOUS

$12,833.00

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

Visual Computer Solutions, Inc.
4400 US Highway 9 South
Suite 3500
Freehold, NJ 07728
(732) 730-9009
www.vcssoftware.com

Invoice 21321

BILL TO
Town of Amherst
Highway Department
1042 North Forest Road
Williamsville, NY 14221

PLEASE PAY
$12,833.00

SALES REP
HS

QTY	DESCRIPTION	PRICE EACH	AMOI
164	SaaS Renewal Services SaaS-Renewal Services - (164) For term of Nov 2024 to Oct 2025	78.25	12,833.

VCS accepts payments via ACH:
Account #69437016
Routing #021052053

TOTAL DUE $12,833.0

THANK YC

Agreed to and Accepted by:

VCS, Inc.
Print Name of Company

By: _____
Signature

Guy D. Memmo
Printed name

Date: 10/16/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: VCS (RES-2024-918 : Authorize Supervisor to Sign Contract with VCS - Visual Computer Solutions Inc - CRS # 5143)

Employee Scheduling and
Time & Attendance Systems

Full Service Plan Renewal - SaaS

Due Date	Renewal Price*
10/31/24	$12,833.00

Town of Amherst
Highway Department
1042 North Forest Road
Williamsville NY 14221

Your Software-as-a-Service is set for renewal.

Renewal invoiced is attached for your review.

Plan Description – SaaS Service:	Nov 2024 to Oct 2025

- Core Scheduling System
- Web Portal
- Broadcast Notification
- Payroll Export Module (Munis)
- Phone App (Geo-Location)
- No software support fees as comprehensive support is all-inclusive. Services include:
  - Phone, e-mail, webinar, and VPN interactions with VCS' certified technicians
  - Free refresher training webinars
  - Training video library
  - Quarterly software upgrades
- Comprehensive security with automatic access to back-up, disaster recovery, and support services
- Eligible for attendance at VCS annual User Conference

* Subject to change based on occasional price increases, as well as purchase of additional licenses or modules.

Attachment: VCS (RES-2024-918 : Authorize Supervisor to Sign Contract with VCS - Visual Computer Solutions Inc - CRS # 5143)

Attachment: VCS (RES-2024-918 : Authorize Supervisor to Sign Contract with VCS - Visual Computer Solutions Inc - CRS # 5143)

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.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: VCS (RES-2024-918 : Authorize Supervisor to Sign Contract with VCS - Visual Computer Solutions Inc - CRS # 5143)

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 10/16/24. 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:

VCS, Inc.
Print Name of Company

By: [signature]
Signature

Guy D. Memmo
Printed name

Date: 10/16/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19

Attachment: VCS (RES-2024-918 : Authorize Supervisor to Sign Contract with VCS - Visual Computer Solutions Inc - CRS # 5143)

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: VCS, Inc.

Signature: [signature]

Print Name: Guy D. Memmo

Title: CEO

Date: 10/23/24

Sworn To Before Me This

23rd Day of October, 2024

[signature]

Notary Public

KIMBERLY B CATTELONA
Commission # 2301831
Notary Public, State of New Jersey
My Commission Expires
November 24, 2028

Revised 4.2017

Attachment: VCS (RES-2024-918 : Authorize Supervisor to Sign Contract with VCS - Visual Computer Solutions Inc - CRS # 5143)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/3/2024

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

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

PRODUCER	CONTACT NAME: Frank Schiliro
NorthEast Insurance Services 4400 Route 9 South Suite 3300 Freehold NJ 07728	PHONE (A/C, No, Ext): (732) 972-1771 FAX (A/C, No): (732) 577-1578 E-MAIL ADDRESS: FSchiliro@northeastins.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / NAI
VISUAL COMPUTER SOLUTIONS, INC DBA JOBS FOR BLUE 4400 US HIGHWAY 9 STE 3500 FREEHOLD NJ 07728-4232	INSURER A: Selective Ins. Co. of America 12572 INSURER B: Hartford Fire Insurance Company 19682 INSURER C: Chubb Insurance Company of NJ INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2473114962 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			S 2388035	5/23/2024	5/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG HRDBB	$ 2,00 $ 30 $ 1 $ Inc $ 4,00 $ 4,00 $ 2,00
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			S 2388035	5/23/2024	5/23/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,00 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ Nil			S 2388035	5/23/2024	5/23/2025	EACH OCCURRENCE AGGREGATE	$ 5,00 $ 5,00 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Errors & Omissions/Cyber Liab.			13 TE 0453018-24	5/8/2024	5/8/2025	Limit	2 mil./3
C	Crime/3rd Party Fidelity			8251-9003	8/3/2024	8/3/2025	Limit	$500

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

When required by written agreement the following is included as an Additional Insured:
Town of Amherst NY
5573 Main Street
Williamsville NY 14221

CERTIFICATE HOLDER

Town of Amherst
5573 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Frank Schiliro/FR503

© 1988-2014 ACORD CORPORATION. All rights reserved.

Attachment: VCS (RES-2024-918 : Authorize Supervisor to Sign Contract with VCS - Visual Computer Solutions Inc - CRS # 5143)

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2984306

DATE (MM/DD/YYYY) 10/03/2024

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

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

PRODUCER Lockton Companies, LLC 2100 Ross Ave, Suite 1400 Dallas, TX 75201	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 214-771-4411 **FAX (A/C, No):** **E-MAIL ADDRESS:** REI.Certs@onedigital.com
INSURED **Visual Computer Solutions, Inc.** **4400 US Highway 9 Ste 3500** **Freehold, NJ 07728**	**INSURER(S) AFFORDING COVERAGE** — **NAI** **INSURER A :** Indemnity Insurance Company of North America — 435 **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 PER
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH T
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TER
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	☐ OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C5893687A	10/01/2024	10/01/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Town of Amherst NY
5573 Main Street
Williamsville NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Attachment: VCS (RES-2024-918 : Authorize Supervisor to Sign Contract with VCS - Visual Computer Solutions Inc - CRS # 5143)

© 1988-2016 ACORD CORPORATIO

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29607 **RESOLUTION 2024-919** **ADOPTED**

Extended Sick Leave of Absence Without Pay/Highway Department

Please authorize an Extended Sick Leave of Absence Without Pay to an employee at the Highway Department. Effective November 1, 2024 through April 30, 2025.

11/12/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29610 **RESOLUTION 2024-920** **ADOPTED**

Clerk - PT/Contract Compliance

Please appoint a Clerk - PT to the Contract Compliance Department. Effective November 13, 2024, Temporary, $35.86 ph for Karen Halton.

11/12/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29615 **RESOLUTION 2024-921** **ADOPTED**

Recreation Attendant- PT/Youth & Recreation (4 Positions)

Recreation Attendant - PT/Youth & Recreation, effective November 13, 2024, Temporary, $15.50 ph, Step 1 for Eliza Ashe, Dorothy Billups, Austin Bush and Riley Madden.

11/12/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29616 **RESOLUTION 2024-922** **ADOPTED**

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

Recreation Attendant - PT/Youth & Recreation, effective November 13, 2024, Temporary,$15.60 ph, Step 1 for Lauren McKnight and Jahiem Phillips.

11/12/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29630 **RESOLUTION 2024-923** **ADOPTED**

Amherst Police Club, Inc. Collective Bargaining Agreement 2025-2028

Please adopt a resolution authorizing the Supervisor to sign the Collective Bargaining Agreement between the Town of Amherst and the Amherst Police Club, Inc. for years 2025 through 2028.

Amherst Police Club, Inc. has ratified this settlement.

11/12/2024
Consent

FINANCIAL IMPACT:

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29646 **RESOLUTION 2024-924** **ADOPTED**

Authorize the Supervisor to Sign a Contract with a Planning Consultant to Populate the Pro-Housing Communities Spreadsheets on Amherst's Zoning Districts CRS #5176

WHEREAS, assistance is required to research the Town's Zoning Code and update the NYS Pro-Housing Communities spreadsheets allowing for residential development in the Town, and

WHEREAS, the Planning Department seeks to contract with Liliana Visca, a student in the University at Buffalo's Environmental Design program, to research the Town's Zoning Code, perform analyses, and populate New York State's Pro-Housing Communities Excel Spreadsheets indicating housing-allowed districts and district standards for all Amherst Zoning Districts that permit residential development, now therefore be it

RESOLVED, that subject to the approval of the contract routing system, the Supervisor is authorized to sign a consultant contract with Liliana Visca at a cost not to exceed $5,500.

11/12/2024
Consent

FINANCIAL IMPACT:

Funds are available in the Planning Department's budget (A8020-4000).

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

AGREEMENT

By and Between

Town of Amherst
5583 Main Street
Williamsville, New York 14221

and

Liliana Visca
4 Blackbird Lane
Spencerport, NY 14559

The Town of Amherst, New York (hereinafter "town") and Liliana Visca, (hereinafter "Contractor"), hereby agree as follows:

Research the Town's Zoning Code to answer questions and populate New York State's Pro-Housing Communities Excel Spreadsheets indicating housing-allowed districts and district standards for all Amherst Zoning Districts that permit residential development.

1. Contractor agrees that the character of services shall be the best obtainable and shall at all times be orderly and sufficient to meet the reasonable demands of the Town and the public. Contractor shall use her best skill and judgment in performing the obligation hereunder and in accordance with best practices.
2. The Parties intend that the Contractor, in performing services specified in this agreement, shall act as an independent contractor and shall have control of the services and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other parties while Contractor is under contract with the town. Contractor shall not be considered an employee of the town and is not entitled to participate in any pension plans, deferred compensation plan, health care plan or other benefits that the town may provide for its employees, with regard to services provided hereunder.
3. Contractor certifies to the Town that she will comply with all tax laws regulating the compensation she has received or will receive from the Town regarding provision of services provided herein.
4. Contractor shall indemnify and hold the Town, its officers, agents and employees, harmless from any and all liability, demands, claims or expenses, awards or judgments imposed upon the town, its officers, agents and/or employees arising from negligence, active or passive, of Contractor, including Contractor's failure to comply with any tax obligations arising from the contract, its officers, agents, subcontractors, and/or employees.
5. The Town will compensate the independent contractor for a cost not to exceed $5500;
6. The work will begin in November 2024 and will be completed by May 2025.
7. The contract may be terminated by either party with fourteen (14) days notice.

_____
Liliana Visca

Date: _____

_____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Draft_Contract_111224 (RES-2024-924 : Consultant Contract: Liliana Visca CRS #5176)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29599 **RESOLUTION 2024-925** **ADOPTED**

Training & Travel Request Logical Latent Analysis Training

TOWN BOARD AGENDA ITEM : NOVEMBER 12, 2024

TO: **Town Board**

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

RE: **Training & Travel Request**
Logical Latent Analysis Training

Kindly adopt a Resolution authorizing two (2) Officers to attend the above entitled training course. This course is being held in Albany, New York from December 8, 2024 through December 10, 2024. The cost for this training and travel is $877.80.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: November 12, 2024)**

11/12/2024
Consent

FINANCIAL IMPACT:

A 3121 .4050: $130.00

A 3121 .4120: $668.00

Contingency amounts not included in these calculations

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☒ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

Name	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
DECEMBER 8, 2024	DECEMBER 10, 2024	ALBANY	LOGICAL LATENT ANALYSIS TRAINING

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
2 # nights @ $ 114	$ 228.00	A3121.4120	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
0 # Breakfasts @ $			
2 # Lunches @ $ 17	$ 34.00	"	
2 # Dinners @ $ 31	$ 62.00	"	
2 # Incidentals @ $ 5	$ 10.00	"	
Registration/Conference Fee			
Other			
Subtotal	$ 334.00		N/A
Contingency - 10% of subtotal or $200	$ 33.40		N/A
TOTAL	$ 367.40		

Request Approved By:

Department Head Signature

10/21/2024

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Revised 1.2024

Attachment: RedactedTravelFormLogical Latent Analysis Training 12.8.24 12.10.24 (RES-2024-925 : Training & Travel Request: Logical Latent Analysis

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☒ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

Name	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
DECEMBER 8, 2024	DECEMBER 10, 2024	ALBANY, NY	LOGICAL LATENT ANALYSIS TRAINING

Expenses	Estimated	Budget A/C #	Actual
Transportation: POLICE VEHICLE			
Mileage @ $0.67 GAS	$100.00	A3121.4050	
Tolls	$130.00	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
2 # nights @ $ 114	$228.00	A3121.4120	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
0 # Breakfasts @ $			
2 # Lunches @ $ 17	$34.00	"	
2 # Dinners @ $ 31	$62.00	"	
2 # Incidentals @ $ 5	$10.00	"	
Registration/Conference Fee			
Other			
Subtotal	$464.00		N/A
Contingency - 10% of subtotal or $200	$46.40		N/A
TOTAL	$510.40		

Request Approved By:

DCW

Department Head Signature

11/21/2024

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Revised 1.2024

Attachment: RedactedTravelFormLogical Latent Analysis Training 12.8.24 12.10.24 (RES-2024-925 : Training & Travel Request: Logical Latent Analysis

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29623 **RESOLUTION 2024-926** **ADOPTED**

Digital Surveillance Solutions (DSS) (CRS #5155) Camera Installation at Northwest Amherst Community Center & APD HQ Server Replacement

TOWN BOARD AGENDA ITEM: NOVEMBER 12, 2024

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS #5155) Camera Installation at Northwest Amherst Community Center & APD HQ Server Replacement**

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: November 12, 2024)**

11/12/2024
Consent

FINANCIAL IMPACT:

CDBG Funding

N23-37 .4000: $4,488.70

N24-37 .4000: $41,870.13

Total: $46,358.83

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

digital surveillance solutions

APD HQ Server Replacement

Prepared For:
Rich Phillips
Town of Amherst
500 John James Audubon Parkway
Amherst, NY 14228
United States
rphillips@apdny.org

Prepared By:
Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessicap@dssvideo.com
716-597-0369

Quote #	Sales Rep	Payment Terms	State Contract
DSSQ6350	Jessica Pitarresi	30	PT68787

Item Number	Description		QTY	Unit Price	Total Price
APD HQ Server Replacement					
IP08-24T-2AW-E	Exacq	IP 2U Rackmount A-Series exacqVision NVR with 8 IP Enterprise licenses (64 max), 24TB Internal JBOD storage. Windows 10 IoT Ent LTSC OS on SSD, 8GB RAM, Dual 2.5GbE on-board, 4 x USB, 1 x HDMI, 2 x DP, 1 x VGA. Includes rackmount sliding rail kit, mouse and keyboard. Pre-installed exacqVision VMS software with 5 year SSA and 5 year RMA hardware warranty.	1	$8,987.00	$8,987.0
CCTV/Surveillance Camera System	DSS Labor	Install new Exacq server.	1	$140.00	$140.0
Offsite Integration/Maintenance	DSS Labor	Configure server.	6	$130.00	$780.0

SUBTOTAL	$9,907.
SALES TAX	$0.
Optional Item Total	$0.
TOTAL	$9,907.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other erro

To accept this proposal, sign here and return: Jessica Pitarresi (Signature) 11/4/2024 (Date)

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions

Rich Phillips
Technical Services Officer
Town of Amherst
220 Northpointe Pkwy
Buffalo, NY 14228

10/18/2024

Dear Rich Phillips,

Digital Surveillance Solutions, Inc. (DSS) is pleased to present this proposal for cabling additions. Please find the following scope of work.

Scope of work:

-Cable runs and terminations for 14 cameras. Building/wall penetrations. Conduit as necessary - cable through gym to exterior cameras to be free-air. Wiremold for interior cameras in gym.

Exclusions/Out of Scope:

-District to provide access to IT closets, ceilings, and/or any building location necessary to perform work.
-DSS assumes all labor to be completed between the hours of 7:00am - 5:00pm. If second shift is required, a change order would need to be approved to complete work after 5:00pm.

Assumptions:

1. All conduit pathways, cable pathways and critical points of access must be provided and accessible at time of work.
2. All work shall be performed Monday-Friday during normal business hours (7:00am to 5:00pm).
3. Parking on site shall be provided by client at no cost.
4. Town of Amherst will provide free and clear access to all working areas.
5. A point of contact (POC) and site access to necessary areas must be provided prior to arrival to the jobsite. This includes all areas to be under surveillance, data center(s), wiring closets and mechanical rooms and any other areas that could impact the deployment of the Access Control System. The POC will be the person to whom all DSS communication will be addressed and who has the

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions

authority to act for Town of Amherst in all aspects of the project. POC responsibilities includes:

a. Serve as the interface between Digital Surveillance Solutions, Inc. and Town of Amherst
b. Identify, schedule and confirm availability of support staff and management for onsite meetings (if necessary) and training.
c. Schedule meeting/training rooms as necessary.
d. Work with Digital Surveillance Solutions to administer any project change orders.
e. Obtain and provide information, data, decisions and approvals, within 1 working day of Digital Surveillance Solutions' request, unless both parties agree to an extended response time.
f. Resolve deviations from project plans that may be caused by Town of Amherst
g. Help resolve project issues, and escalate issues within Town of Amherst.

6. Any down time resulting from the lack of access or if customer scope of work not completed will not be the responsibility of Digital Surveillance Solutions and is billable at current hourly labor & travel rates.
7. Any hardware not included in DSS scope of work is to be functional and complete. If any hardware is non-functional or not complete, a change order will be required to add additional hardware of this scope. If change order is not provided to DSS in a timely manner, additional hours will be billed at current hourly labor & travel rates.
8. Installation will conform to all State, County and local codes.
9. All electrical supply to be provided by Town of Amherst.
10. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.
11. Town of Amherst to collaborate with DSS on the creation of the business rules that govern the utilization of the access control system. If there is an existing system, customer will provide access database schema in csv format to expedite configuration and programming.

Terms:

1. Town of Amherst to provide an adequate path for loading equipment and materials into the facility. This includes, but not limited to, a loading dock, ramp, freight elevator, etc. Additionally, a secure location will be provided by Town of Amherst or General Contractor to store material and equipment on site during the installation process.

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions

2. Upon delivery to customer site, Town of Amherst assumes responsibility for the safeguard and condition of all delivered materials.
3. Any damage or loss to Digital Surveillance Solutions installation by others will be billed to client. DSS will not make any corrections to damage until written approval has been provided to DSS by Town of Amherst with signature of authorized party. If authorization is not given to DSS in a timely manner, DSS will not be held responsible for any delays.
4. Town of Amherst is responsible for removal of old product, which may include but not limited to, door hardware, cabling, recording equipment, i.e. DVRs, servers, etc.

Warranty:

1. Digital Surveillance Solutions provides a sixty (60) day warranty on labor.
2. Warranty will begin upon completion of DSS scope items. Warranty will not be delayed due to system dependencies not in scope for DSS. Multi phased projects will have warranties that commence at completion of each phase.
3. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.
4. Should any defects develop during the warranty period due to workmanship or equipment failure, Digital Surveillance Solutions shall repair to original working order at no expense to client.

Warranty exclusions:

1. Customer furnished equipment, cables, or connectors.
2. Modification of system by others without the written consent and approval by Digital Surveillance Solutions. Modification(s) of the system by any vendor without written consent of Digital Surveillance Solutions will render the warranty null and void. Repairs and replacements will be subject to Time & Materials at Digital Surveillance Solutions current labor rates at the time of repairs.
3. System abuse or misuse.
4. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.
5. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.

I appreciate the opportunity to submit this proposal. If you have any questions, comments, or require further details, feel free to contact me.

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions

Best Regards,

Jessica Pitarresi
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions

Cable runs for quote DSSQ6349

Prepared For:
Rich Phillips
Town of Amherst
220 Northpointe Pkwy
Buffalo, NY 14228
United States
rphillips@apdny.org

Prepared By:
Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessicap@dssvideo.com
716-597-0369

Quote #	Sales Rep	Payment Terms	State Contract
DSSQ6351	Jessica Pitarresi	30	PT68787

Item Number		Description	QTY	Unit Price	Total Price
0E-CAT6PYW	Wbox/ADIPro	CAT6 Plenum Cable, 23/4 Solid BC, Unshielded, UTP, CMP/FT6, 1000' (304.8m) Reel in Box, Yellow	4	$391.98	$1,567.9
0E-C6YW16	Wbox/ADIPro	CAT6 Patch Cable, 1' (0.3m), 6-Pack, Yellow	1	$13.17	$13.1
0E-C6YW76	Wbox/ADIPro	CAT6 Patch Cable, 7' (2.1m), 6-Pack, Yellow	2	$26.35	$52.7
0E-C6YW36	Wbox/ADIPro	CAT6 Patch Cable, 3' (0.91m), 6-Pack, Yellow	3	$16.46	$49.3
0E-75DW2	Wbox/ADIPro	3/4" x 1/2" Duct Raceway, 2-Pack, White	6	$23.98	$143.8
0E-CAT6RJ45P	Wbox/ADIPro	Pass Through CAT6 RJ45 Connectors, 50-Pack, Clear	1	$49.58	$49.5
Electrical Installer Onsite	DSS Labor	Cable runs and terminations. Building/wall penetrations.Terminating to patch panel. Conduit as necessary - cable through gym to exterior cameras to be free-air. Wiremold for interior cameras in gym. Prevailing wage. Will billed actual time spent onsite.	40	$140.00	$5,600.0
Project/Program Manager	DSS Labor	Scheduling / Oversees all onsite work. Provide cable reports.	6	$175.00	$1,050.0

SUBTOTAL	$8,526.
SALES TAX	$0.
Optional Item Total	$0.
TOTAL	$8,526.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other erro

To accept this proposal, sign here and return: Jessica Pitarresi 11/4/2024

Signature Date

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions
485 Cayuga Road
Buffalo, NY 14225

Addendum D - Requirements for DSS provided cabling & switches

DSS Responsibilities when Cabling and/or Providing Network Switches:

- DSS will install cable, terminate, label and test cables.
- DSS will mark cable termination points at cameras so that they can be easily found.
- DSS will install project network switches and configure ports for security VLAN if necessary.
- DSS will provide adequate ports and PoE power on switches as designed in project.
- Once cabling and network is confirmed ready, the DSS PC will notify DSS management that site is ready for install and the install will be immediately following cabling completion as scheduling allows.
- DSS will provide network patch cable for cameras and the wiring closets if they are not provided by the End user in the project plan.

End User Responsibilities' for DSS provided Cabling and/or Network Switches:

- End user will provide adequate access to IT closets, racks and other IT infrastructure as needed to complete project.
- End user will provide adequate rack space for switches.
- End user will provide patch panels at appropriate racks if not defined to be provided by DSS.
- End user will provide adequate 110VAC power and power backup at appropriate racks for switches.
- End user will provide IP Address schema for security VLAN.

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions

Rich Phillips
Technical Services Officer
Town of Amherst
220 Northpointe Pkwy
Buffalo, NY 14228

10/18/2024

Dear Rich Phillips,

Digital Surveillance Solutions, Inc. (DSS) is pleased to present this proposal for supplying, installing, and configuring IP video additions. Please find the following scope of work.

Scope of work:

-DSS to provide and install 14 cameras the Northwest Amherst community center:
Interior - 8
Exterior - 6

-Provide and install server.

-Initial configuration of cameras. Add cameras to Exacq. Create views, assign rights.

Exclusions/Out of Scope:

-TOA to provide all cabling and necessary conduit at new camera locations. Cable to be terminated at camera end and patched in to switch before installation.
-TOA to provide network switch connectivity.
-TOA to provide access to data closet.
-DSS assumes all labor to be completed between the hours of 7:00am - 5:00pm. If second shift is required, a change order would need to be approved to complete work after 5:00pm.

Assumptions:

1. All conduit pathways, cable pathways and critical points of access must be provided and accessible at time of work.
2. All work shall be performed Monday-Friday during normal business hours (7:00am to 5:00pm).

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions

3. Parking on site shall be provided by client at no cost.
4. Town of Amherst will provide free and clear access to all working areas.
5. A point of contact (POC) and site access to necessary areas must be provided prior to arrival to the jobsite. This includes all areas to be under surveillance, data center(s), wiring closets and mechanical rooms and any other areas that could impact the deployment of the Video Surveillance System. The POC will be the person to whom all DSS communication will be addressed and who has the authority to act for Town of Amherst in all aspects of the project. POC responsibilities includes:

    a. Serve as the interface between Digital Surveillance Solutions, Inc. and Town of Amherst
    b. Identify, schedule and confirm availability of support staff and management for onsite meetings (if necessary) and training.
    c. Schedule meeting/training rooms as necessary.
    d. Work with Digital Surveillance Solutions to administer any project change orders.
    e. Obtain and provide information, data, decisions and approvals, within 1 working day of Digital Surveillance Solutions' request, unless both parties agree to an extended response time.
    f. Resolve deviations from project plans that may be caused by Town of Amherst
    g. Help resolve project issues, and escalate issues within Town of Amherst.

6. Any down time resulting from the lack of access or if customer scope of work not completed will not be the responsibility of Digital Surveillance Solutions and is billable at current hourly labor & travel rates.
7. Any hardware not included in DSS scope of work is to be functional and complete. If any hardware is non-functional or not complete, a change order will be required to add additional hardware of this scope. If change order is not provided to DSS in a timely manner, additional hours will be billed at current hourly labor & travel rates.
8. Installation will conform to all State, County and local codes.
9. All electrical supply to be provided by Town of Amherst.
10. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.
11. Town of Amherst to collaborate with DSS on the creation of the business rules that govern the utilization of the video surveillance system.

Terms:

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions

1. Town of Amherst to provide an adequate path for loading equipment and materials into the facility. This includes, but not limited to, a loading dock, ramp, freight elevator, etc. Additionally, a secure location will be provided by Town of Amherst or General Contractor to store material and equipment on site during the installation process.
2. Upon delivery to customer site, Town of Amherst assumes responsibility for the safeguard and condition of all delivered materials.
3. Any damage or loss to Digital Surveillance Solutions installation by others will be billed to client. DSS will not make any corrections to damage until written approval has been provided to DSS by Town of Amherst with signature of authorized party. If authorization is not given to DSS in a timely manner, DSS will not be held responsible for any delays.
4. Town of Amherst is responsible for removal of old product, which may include but not limited to, cameras, cabling, recording equipment i.e. DVRs, servers, etc.

Warranty:

1. Digital Surveillance Solutions provides a sixty (60) day warranty on labor.
2. Warranty will begin upon completion of DSS scope items. Warranty will not be delayed due to system dependencies not in scope for DSS. Multi phased projects will have warranties that commence at completion of each phase.
3. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.
4. Should any defects develop during the warranty period due to workmanship or equipment failure, Digital Surveillance Solutions shall repair to original working order at no expense to client.

Warranty exclusions:

1. Customer furnished equipment, cables, or connectors.
2. Modification of system by others without the written consent and approval by Digital Surveillance Solutions. Modification(s) of the system by any vendor without written consent of Digital Surveillance Solutions will render the warranty null and void. Repairs and replacements will be subject to Time & Materials at Digital Surveillance Solutions current labor rates at the time of repairs.
3. System abuse or misuse.
4. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.
5. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions

I appreciate the opportunity to submit this proposal. If you have any questions, comments, or require further details, feel free to contact me.

Best Regards,

Jessica Pitarresi
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions

Northwest Amherst Community Center camera additions

Prepared For:

Rich Phillips
Town of Amherst
220 Northpointe Pkwy
Buffalo, NY 14228
United States
rphillips@apdny.org

Prepared By:

Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessicap@dssvideo.com
716-597-0369

Quote #	Sales Rep	Payment Terms	State Contract
DSSQ6349	Jessica Pitarresi	30	PT68787

Item Number		Description	QTY	Unit Price	Total Price
02416-001	Axis	AXIS P4707-PLVE	1	$1,033.06	$1,033.0
02329-001	Axis	AXIS P3267-LV	1	$751.06	$751.0
02511-001	Axis	AXIS M4318-PLVE	2	$845.06	$1,690.1
02327-001	Axis	AXIS P3265-LV	2	$600.66	$1,201.3
02060-001	Axis	AXIS P3818-PVE	2	$1,822.66	$3,645.3
02635-001	Axis	AXIS P3738-PLE	2	$1,785.06	$3,570.1
01513-001	Axis	AXIS T94N01D PENDANT KIT	2	$93.06	$186.1
5504-821	Axis	AXIS T91D61 WALL MOUNT	2	$93.06	$186.1
5017-641	Axis	AXIS T91A64 BRACKET CORNER	2	$83.66	$167.3
02332-001	Axis	AXIS P3268-LVE	4	$986.06	$3,944.2
EVENIP-01	Exacq	ENTERPRISE IP Camera license, per camera. Includes 1 year of software updates or 3 years (5 years on Z-Series) when purchased with an exacqVision server.	6	$320.15	$1,920.9
IP08-12T-1QW-E	Exacq	IP Desktop Q-Series exacqVision NVR with 8 IP Enterprise licenses (32 max), 12TB Internal storage. Windows 10 IoT Ent LTSC OS on SSD, 8GB RAM, Dual 2.5GbE on-board, 4 x USB, 1 x HDMI, 2 x DP, 1 x VGA. Includes mouse and keyboard. Pre-installed exacqVision VMS software with 5 year SSA and 5 year RMA hardware warranty.	1	$3,904.50	$3,904.5

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

Item Number	Description		QTY	Unit Price	Total Price
Labor					
CCTV/Surveillance Camera System	DSS Labor	Install exterior and interior cameras at Community Center. Install new server. Prevailing wage. Will billed actual time spent onsite.	28	$140.00	$3,920.0(
Offsite Integration/Maintenance	DSS Labor	Configure server and cameras. Add to Exacq. Create new views and assign rights.	8.5	$130.00	$1,105.0(
Project/Program Manager	DSS Labor	Scheduling / Oversees all onsite work.	4	$175.00	$700.0(

SUBTOTAL	$27,925.
SALES TAX	$0.
Optional Item Total	$0.
TOTAL	$27,925.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other erro

To accept this proposal, sign here and return: Jessica Petrucci 11/4/2024

Signature Date

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions
485 Cayuga Road
Buffalo, NY 14225

Addendum C - Requirements for End User provided cabling & switches

End User Responsibilities when Cabling and/or Providing Network Switches:

Ethernet cable CAT 5E or CAT 6 (shielded preferred) to be pulled from nearest wiring closest to the camera mount location. UTP cable will be provided per specifications.

Cable to be terminated at the rack in a patch panel and in a one-port keystone jack at the camera location.

Cable to be properly labeled at both ends.

Cable to be tested for good terminations and cable continuity and cable length requirements. Test results to be shared with DSS prior to scheduling onsite work.

Cable termination points to be marked at the camera location. For example, a small colored sticker will indicate a termination point above a ceiling tile. If DSS can't determine the cable termination point, then a change order will ensue if DSS incurs labor overrun.

End user will supply 5-7' patch cables for each camera termination point and the patch panel to switch unless otherwise specified in DSS proposal.

End user will supply ethernet switches in wiring closets with appropriate port count, Power over Ethernet, and appropriate backbone bandwidth from closets back to central recording points.

POC will provide appropriate IP addressing scheme prior to DSS arriving at the installation site. A DSS project coordinator will request this information in advance of install from POC.

If a security VLAN will be used to segment camera traffic, it will be configured on switches and routing rules complete prior to DSS coming to site.

DSS Responsibilities' for End user provided Cabling and/or Network Switches:

After DSS is notified that cabling is complete, a DSS project coordinator (PC) will visit the customer site to spot test and verify:

- Cables are properly terminated, labeled and have adequate bandwidth capability.
- Cable termination points at cameras are properly marked and easily found.
- Network switches are in place; ports are patched and ready and that network and security VLAN is operating as expected.
- If cabling and network is confirmed ready, the DSS PC will notify DSS management that site is ready for install and the install will be scheduled.
- If the DSS PC finds any problems with the cabling or network readiness, the PC will report this to the end user POC or designee and DSS will await notification that the problems have been remedied.

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

digital surveillance solutions
485 Cayuga Road
Buffalo, NY 14225

Addendum B - Requirements for DSS provided server

DSS Responsibilities' for providing a Server(s):

Provide a Server(s) per the Purchase Order.

Configure the Server(s) with the Appropriate Microsoft Operating System, all patches as well as add-ons applied.

Workstations running the Milestone XProtect Smart Client will have .Net 4.7 as well as DirectX 11 installed.

Work with end user IT to create rights for a Domain User (or appropriate Local Users).

Rack and connect server to end user's network.

DSS to provide a qualified engineer for Milestone XProtect application installation.

DSS to configure all devices for optimal performance – fine tuning devices throughout the deployment and for up to 2 weeks after the system is operational.

DSS to work with Point of Contact – on assigning rights, setting up groups/roles as well as View Groups and views in Milestone XProtect Smart Client.

DSS to provide Admin Training (per the Purchase Order).

End User Responsibilities' for a DSS provided Server(s):

End user to provide rack space or appropriate location to install server(s).

End user to provide Network connections to all server(s).

End user to provide Domain User for Microsoft Active Directory. (If AD is not being used DSS will work with end user's IT to provide Workgroup rights).

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same, and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Digital Surveillance Solutions, INC
Print Name of Company

By: Jessica Pitaresi
Signature

Jessica Pitaresi
Printed Name

Date: 11/4/2024

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

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 th 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). Thi 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 no utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Digital Surveillance Solutions, Inc.

Signature: Jessica Pitanesi

Print Name: Jessica Pitanesi

Title: Accant Manager

Date: 11/4/2024

Sworn To Before Me This

4 Day of November, 2025

Notary Public

RAEANN J. JAKUBOWSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6309956
Qualified in Erie County
Commission Expires 08/18/2026

Revised 4.2017

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

Town of Amherst
PREVAILING WAGE CERTIFICATION

In bidding this project as required in the bid documents, we hereby certify the following by **initialing the box and signing below**. Failure to include this completed form signed shall invalidate the bid.

SCHEDULE OF STATE MINIMUM WAGE RATES

A. The labor on this Contract shall be performed in all respects in full accordance with the Labor Law of the State of New York. In accordance with Section 220, Subdivision 3, and Section 220-D, of the Labor Law, the Industrial Commissioner has designated as the minimum hourly rates to be paid to employees on this Work the rates shown on the schedule that can be found at the following link:

http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1503386

B. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplements to be paid to all laborers, workmen and mechanics employed on public work projects, at the time the work is performed. The amount of supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements.

C. The CONTRACTOR shall make provisions for disability benefits, workmen's compensation, unemployment insurance and social security as required by law.

DKP **We hereby certify and acknowledge that this bid has been prepared in accordance with the above provisions or federal wage rates whichever is higher.**

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 4th day of November, 20 25

FIRM NAME Digital Surveillance Solutions

ADDRESS 485 Cayuga Rd, Buffalo, NY 14225

AUTHORIZED SIGNATURE DKPaterson

PRINTED NAME OF AUTHORIZED SIGNATURE Don Paterson

TITLE VP Operations TELEPHONE NO. 716 597-0369

EMAIL ADDRESS: donp@dssvideo.com

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

ACORD

DIGIT-1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/15/2024

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 endorse 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 Gugino Insurance Agency, Inc. 5707 Main Street Williamsville, NY 14221 Alayne M. Donner 716-633-1313	CONTACT NAME: Alayne M. Donner PHONE (A/C, No, Ext): 716-633-1313 FAX (A/C, No): 716-631-5770 E-MAIL ADDRESS: adonner@guginoagency.com
INSURED Digital Surveillance Solutions Inc. 485 Cayuga Road Buffalo, NY 14225	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins Co — 18058 INSURER B : Merchants Mutual Ins. Co. — 23329 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		PHPK2655078	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 100, $ 10, $ 1,000, $ 3,000, $ 3,000,
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP9269147	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			PHUB900478	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000, $ 5,000,
	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	$ $ $
A	Professional			PHSD1799060	06/01/2023	06/01/2024	Per Claim Aggregate	2,000,0 2,000,0

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

Certificate holder is named as an additional insured on a Primary, Non-contributory basis under General Liability, Umbrella follows form, General Liability CG000010413 and PI-GLD-SGNY

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Alayne M. Donner

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
DIGITAL SURVEILLANCE SOLUTIONS, INC.
485 CAYUGA RD
BUFFALO, NY 14225

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-597-0369

1c. Federal Employer Identification Number of Insured or Social Security Number
20-0886315

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Buffalo, NY 14221

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
34078-01

3c. Policy Effective Period
5/1/2008 to 8/22/2025

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 8/23/2024 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 200886315

KEEVILY SPERO-WHITELAW INC
500 MAMARONECK AVE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
DIGITAL SURVEILLANCE SOLUTIONS, INC. 485 CAYUGA RD BUFFALO NY 14225	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B 2354 271-5	156224	11/01/2024 TO 11/01/2025	10/03/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2354 271-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 480103717

00000000000132991139

Attachment: Contract for CRS 11.5.2024 (RES-2024-926 : DSS Camera Install NW Amherst CC (CRS #5155))

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 29603 **RESOLUTION 2024-927** **ADOPTED**

Jill Bronsky CRS #5138

We request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) and Jill Bronsky, fitness instructor.

11/12/2024
Consent

FINANCIAL IMPACT:

$30.00 per hour. Charged to A6772 4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Jill Bronsky
(Payment/Check payable to same)

Address: 66 Woodbury Drive

Amherst, NY 14226

Class/Activity: Fitness Instructor

This is a -5- **year contract.**

Start Date: December 1, 2024 **Date executed below by the Town Supervisor**

End Date: November 30, 2029

Rate per hr.: $30.00

Jill Bronsky, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Jill Bronsky
Instructor/Leader Signature

9/3/2024
Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name Class Instructor CRS# Vendor Name Jill Bronsky

Contractor Commitment Form 2019

Attachment: Jill Bronsky-10222024144037 (RES-2024-927 : Jill Bronsky CRS #5138)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 29606 **RESOLUTION 2024-928** **ADOPTED**

Elaine Danielson CRS #5139

We request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) and Elaine Danielson, Craft Instructor.

11/12/2024
Consent

FINANCIAL IMPACT:

$25.00 per hour Charged to A6772 4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Elaine Danielson
(Payment/Check payable to same)

Address: 72 Lilybrooke Court

East Amherst, NY 14051

Class/Activity: Craft Instructor

This is a -5- **year contract.**

Start Date: December 1, 2024 **Date executed below by the Town Supervisor**

End Date: November 30, 2029

Rate per hr.: $25.00

Elaine Danielson, agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.

Elaine Danielson
Instructor/Leader Signature

Oct. 3, 2024
Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name Class Instructor CRS# 5139 *Vendor Name* Elaine Danielson

Contractor Commitment Form 2021

Attachment: Elaie Danielson contract-10312024114508 (RES-2024-928 : Elaine Danielson CRS #5139)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29620 **RESOLUTION 2024-929** **ADOPTED**

Ferguson Electric Inc. WPCF: Electrical Upgrades – Phase 4 Town Project No. 2017.002C

On October 24th, 2024 bids were received for the above referenced project. As per the attached bid tabulation, one (1) bid was received for the Electrical Contract (EC).

The Engineering Department recommends award of bid item E-1 to Ferguson Electric Inc., 321 Ellicott Street, Buffalo, NY 14203 per their bid amount of $486,600.00, for the WPCF: Electrical Upgrades - Phase 4.

To provide the proper level of funding for the project bid award, the Engineering Department also requests that the Town Board approve a budget transfer of $10,000.00 from KP1723-4979 (Contingency) to KP1723-4972 (Construction).

Funds are available for this project from the following Bond Account:

Project Bond Name	Account No.
WPCF: Electrical Upgrades - Phase 4	KP-1723-4972

May we have your approval to award Ferguson Electric Inc. the above referenced contract. Thank you for your consideration of this request.

11/12/2024
Consent

FINANCIAL IMPACT:

KP-1723-4972

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

Mechanical/Electrical Engineering Consultants
Buffalo • Rochester • Syracuse • Schenectady

November 4, 2024

AMHERST WPCF ELECTRICAL UPGRADES PHASE 4

M/E Reference 221067.00
TOA # 2017.002C

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK RD.
AMHERST, NY 14228

Attention: Michael J. Polinski
Principal Engineer Assistant

Dear Mr. Polinski,

We reviewed the bid received on Thursday, October 24, 2024 for the subject project, and offer the following recommendation based on our bid review meeting with the apparent low bid contractor Ferguson Electric. Included is a bid breakdown sheet they provided for the bid review discussion.

Electrical Construction Contract

Ferguson Electric is the apparent low bid contractor for the project with a bid of One Million Two Hundred Sixty Thousand Dollars ($1,260,000.00), which is inclusive of all work indicated on the Contract documents. The total bid sum was based on individual bid numbers for Bid Item No. E-1 (Motor Control Center Refurbishment) at Four Hundred Eighty Six Thousand Six Hundred Dollars ($486,600.00) and Bid Item No. E-2 (Main Distribution Switchboard MDSB Replacement) at Seven Hundred Seventy Three Thousand Four Hundred Dollars ($773,400.00). We have discussed this bid with Mr. James Andrews and Mr. Ryan Hoolihan of Ferguson Electric who indicated to us that they are comfortable with their bid and do not wish to withdraw it for any reason. They indicated the drawings were clear and concise and that the work was straightforward. I also discussed with them the potential for only Bid Item No. E-1 moving forward, which they indicated would not be an issue for them.

Ferguson indicated that they received equipment costs from both Square D and Eaton for the project for competitive prices. Reviewing the estimated equipment costs that M/E received from Square D and Eaton in 2023, the material costs for the equipment appear reasonable, based on current market trends. Additionally, the labor costs associated with the scope of work, which includes research and coordination time, installation, testing, etc. for multiple workers also appears reasonable.

Attachment: ME Engineering Recommendation Letter (#2017.002C) 11-04-24 (RES-2024-929 : Ferguson Electric Inc.)

Ferguson indicated they have done similar types of projects and other projects for the Town of Amherst. M/E has worked successfully with Ferguson Electric on numerous previous projects and recommend this Contractor for this project.

Sincerely,

M/E ENGINEERING, P.C.

Philip A. Bonfante

Philip A. Bonfante, P.E.
Group Manager

PAB:bml
cc: Michael A. Richards, LC. - M/E Engineering P.C.
David M. Schlant, P.E., LEED AP, NY CEO – M/E Engineering P.C.
File

Attachment: ME Engineering Recommendation Letter (#2017.002C) 11-04-24 (RES-2024-929 : Ferguson Electric Inc.)

Town of Amherst

WPCF Electrical Upgrades, Phase 4
TOA Project No. 2017.002C - Electrical Contract

Bids Received
Thursday, October 24, 2024 at 12:00 P.M.

No.	BIDDER	BID BOND	BID ITEM NO. E-1	BID ITEM NO. E-2	TOTAL BID (E1 + E2)
1	Ferguson Electric Inc.	Yes	$486,600.00	$773,400.00	$1,260,000.00

Bid Item Description
Bid Item No. E-1: Motor Control Center Refurbishment
Bid Item No. E-2: Main Distribution Switchboard (MDSB) Replacement
Total Bid (Sum of Items E-1 and E-2)

Attachment: TOA #2017.002C (Electrical) - Bid Tabulation 10-24-2024 (RES-2024-929 : Ferguson Electric Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29621 **RESOLUTION 2024-930** **ADOPTED**

Emergency Purchase Payment Authorization Ranch Cryogenics, Inc. CRS #5152

The Engineering Department, WPCF Division's Cryogenic Oxygen System, a critical part of our wastewater treatment process, had formed multiple leaks in the liquid oxygen generation transfer piping and the lubricant delivery system for the turbine. To resolve these issues Ranch Cryogenics, Inc. was contracted to make the necessary repairs so that the facility can operate as necessary during the replacement project. These repairs are now complete under an emergency purchase authorization.

At this time, we ask the Town Board to authorize the Comptroller's Office to pay Ranch Cryogenics invoice number 1906, dated October 23, 2024 for $61,260.50.

Funds for this request are available in KP2136-4972.

Thank you for considering this request.

11/12/2024
Consent

FINANCIAL IMPACT:

KP2136-4972

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

Town of Amherst
Emergency Purchase Documentation Form

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property, or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: As Soon As APPROVED
2. Date you received approval from the Supervisor: 7/17/24 Supervisor's Initials: BL
3. Date of Town Board work session where Board is notified: August 5, 2024
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): ESTIMATED AT $84,945.79
5. Is there adequate funding in your current operating budget to cover this purchase? _____
   Identify budget Org/Object: KP2136 - 4972
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: PLEASE SEE ATTACHED
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so: WE WOULD LIKE APPROVAL TO MOVE FORWARD WITH RANCH CRYOGENICS AS THEY HAVE THE EXPERTISE & CAN START IMMEDIATELY
8. Department Head Signature: _____ Date: 7/15/2024

CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only	
Date of Town Board Resolution:	Emergency Purchase Tracking/Res #:

Rev. 1/3/2023

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

TOWN OF AMHERST

VOUCHER

PO NO: 2410460

Date: 10/28/2024

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
KP 2136	4972	$ 61,260.50
	TOTAL	$ 61,260.50

Supplier: 20382

RANCH CRYOGENICS INC
32580 N 1500 EAST RD
BLACKSTONE, IL 61313

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
1	TIME & MATERIALS AS PER PROPOSAL DATED	$ 0.00	$ 0.00
1	7/2/2024. AMOUNT NTE $84,445.79	$ 0.00	$ 0.00
1	INVOICE # 1906	$ 61,260.50	$ 61,260.50
		TOTAL	$ 61,260.50

Due Date: _____ **Invoices:** **SALES TAX EXEMPT**

☐ **Separate Check Required**

Invoices must be rendered on attached form (voucher) furnished by the Town of Amherst and must be properly signed. The town will not be responsible for merchandise delivered without a receipt signature.

Received by DR
Date Received 9/10-9/14/24

All purchase contracts involving an aggregate expenditure of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION _____ 10/28/2024
Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials where rendered or furnished to The municipality on the dates stated and the changes are correct.

10/28/24 _____
Date **Authorized Signature**

COMPTROLLERS OFFICE

_____ _____
Date **Authorized Official**

Audited by: _____ **Contract: CONTACT** **Bids Received Y / N**

Date: _____ **TB Res. No:** **Town Board Approval Y / N**

TB Res. Date:

Attachment: DOC110524-110520241052l5 (RES-2024-930 : Emergency Purchase Payment Authorization)

RANCH CRYOGENICS, INC.
32580 N 1500 East Road
Blackstone IL 61313
815-584-9161

Invoice

Invoice#: 1906
Date: 10/23/2024

RECEIVED OCT 25 2024

Billed To: Town of Amherst WPCF
455 Tonawanda Creek Road
Amherst NY 14228

Project: Amherst Repair of Copper Piping
455 Tonawanda Creek Road
Amherst NY 14228

Due Date: 11/24/2024 **Terms:** 30DY **Order#** 2410460

Description	Amount
2 plumber/fitters travel to Amherst WW facility & repair of copper piping	61,260.50

Notes:
2 plumber/steamfitters travel to Amherst Waste Water Facility for site visit to reapir copper piping. Onsite from 9/10 - 9/14. Includes all expensese, materials and consumables.

OK 10/28/2024

Thank you for your prompt payment!

"Contractor represents that with repsect to the production of articles and/or performance of the services by this invoice. Contractor fully complied with the requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended and of the regulation and orders of the U.S. Dept. of Labor issued under Section 14 thereof."

Non-Taxable Amount:	61,260.50
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	**61,260.50**

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

AGREEMENT

Let this document stand as an Agreement between Ranch Cryogenics, Inc. and the Town of Amherst permitting the Town of Amherst to procure the services of Ranch Cryogenics, Inc. These services are detailed on the attached proposal dated July 2, 2024; the estimated cost is $84,445.79.

NEW YORK STATE PREVAILING WAGE *On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website https://labor.ny.gov/workerprotection/publicwork/PWFormsOnWeb.shtm

This project's PRC# 2024008876 Oxygen Plant Repairs

The schedule can be found at the following link

https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1573061

The term of this contract will be from date of Town Board approval by the Town of Amherst through November 15, 2024.

Agreed to and Accepted by:

RANCH CRYOGENICS, INC.

By: _____
Signature

CHRIS DUFFY
Printed name

VICE PRESIDENT
Title

Date: 7-16-2024

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: 7/18/24

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

RANCH CRYOGENICS, INC.

Providing technical, construction and engineering services to industrial gases producers, retailers and users worldwide since 1987!

Budgetary Proposal

for the

Repair of Copper Piping

Oxygen Delivery System

located at

455 Tonawanda Creek Road

Amherst, NY

On behalf of

TOWN OF AMHERST

5583 Main Street | Williamsville, NY 14221

(716) 631-7000

June 11, 2024
Revised July 2, 2024

32580 North 1500 East Road Blackstone, IL 61313 P: 815.584.9161 | F: 815.584.9163 www.ranchcryogenics.com

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

RANCH CRYOGENICS, INC.

Providing technical, construction and engineering services to industrial gases producers, retailers and users worldwide since 1987!

INTRODUCTION

Ranch Cryogenics Inc. ("RCI") is pleased to present for the Town of Amherst WPCF ("CUSTOMER") our response to provide services regarding the repair of copper piping – Oxygen Tank located in Amherst, NY.

CONFIDENTIALITY

Neither RCI nor CUSTOMER shall, without prior written consent of the other, disclose or make available to anyone not involved in this project any proprietary information belonging to the other, including any process, design, drawings, costs, configuration or equipment or the results, manufacturing data and procedures of this project.

RCI and CUSTOMER shall take all responsible means to make certain that all employees as well as those for whom they are responsible in the project, are aware of the confidential nature of this project.

GENERAL INFORMATION

- RCI Address (Corporate and A/P)

  Ranch Cryogenics, Inc.
  32580 N. 1500 East Road
  Blackstone, IL 61313

- Contact information:
  - (815)584-9161 office
  - (815)584-9163 fax
  - WEBSITE: www.ranchcryogenics.com

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

RANCH CRYOGENICS, INC.

Providing technical, construction and engineering services to industrial gases producers, retailers and users worldwide since 1987!

SAFETY

RCI is committed to protecting the environment for our employees, customers, and communities. RCI is dedicated to training our employees to ensure compliance with all safety & environmental laws and regulations. Safety & Environmental excellence are necessary for RCI to achieve its goal of being the best in the Industrial Gas Business.

SAFETY PERFORMANCE TABLE

Lost Workday Cases (LWC)	0	0	0	0	0
Recordable Injury/Illness (RII)	0	0	0	0	1
First Aid Cases (FA)	0	1	0	0	2
Preventable Vehicle Accidents	0	0	0	0	0
Near Miss (NM)	29	27	28	29	23
High Potential Events	0	0	0	0	0
EMR	0.92	0.90	0.85	0.85	0.86

DRUG FREE WORKPLACE:

RCI is a drug-free workplace. The purpose of the policy is to ensure the health and safety of all employees and to promote productivity. This policy applies to all employees, contractors, and temporary workers for RCI.

- ***DISA:*** Ranch Cryogenics Inc. (34540)

SAFETY CERTIFICATIONS:

- ***ISNetWorld:*** *(Ranch Cryogenics Inc.) (400-287697)*
- ***BROWZ:*** *(Ranch Cryogenics Inc.) (37FCA)*
- ***Avetta/PICS Auditing:*** *(Ranch Cryogenics Inc.) (91468)*

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

RANCH CRYOGENICS, INC.

Providing technical, construction and engineering services to industrial gases producers, retailers and users worldwide since 1987!

SCOPE OF WORK

Scope of work shall include, but not be limited to the following:

- **Per Amherst NY email dated May 24, 2024 from Tom Dean, General Crew Chief, Procurement, Town of Amherst WPCF:**

Problem:

We have the approval to have Ranch Cryogenics perform a full assessment for the repairs needed to our Cryogenic plant along with measurements to help formulate a projected costs and scope of work. Please send me the earliest date that your team can be on site and we will try out best to make that date work.

Our goal is to have your company come out and take measurements, go through the tanks and piping systems then give us a scope of repairs as you see them including a budgetary number to work with

RCI SITE VISIT SUMMARY:

1. RCI representative was requested to travel to Amherst WPCF to evaluate the repair scope for the numerous leaks found in the LOX piping used for transferring liquid from the make tank to the 50,000-gallon storage tank.
2. RCI representative traveled to site on 5/29/24 to inspect the piping and take measurements for the repair.
3. RCI technician identified several leaks in the copper piping system. In addition to this the technician was asked to quote the assessment of the condition of the 900 Joy compressor, lube oil leaking form the lube oil system. Also to include a bypass line with two valves to allow for replacement of the fill line without service interruption.
4. RCI was asked to quote cost of Oil Pumps.

RCI SCOPE OF WORK:

a) Install a pilot valve that the customer has ordered to replace existing installed valve.
b) Replace 2"x1-1/2" three-way flanged tee gaskets and bolts. Has incorrect gasket and bolts installed.
c) Fix leak directly below tank at fitting.
d) All copper unions in replacement line will be removed and replaced and piping replaced with longer runs of piping to ensure fewer leak point potentials.
e) Three check valves will be replaced as well as 9 cryogenic gate valves.
f) Add two uni-strut supports on the valve bypass line.
g) RCI provided gate valves and check valves: 3 week lead time.
h) Procure and install Oil Pump and gaskets.
Special Note: The cost of the Oil Pumps and gaskets for the Rotoflow Expander Skid was not readily available at this time. This Proposal contains a budgetary number based upon past quotes. Project will be invoiced to Customer at Time & Materials.

32580 North 1500 East Road Blackstone, IL 61313 P: 815.584.9161 | F: 815.584.9163 www.ranchcryogenics.com

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

RANCH CRYOGENICS, INC.

Providing technical, construction and engineering services to Industrial gases producers, retailers and users worldwide since 1987!

PRICING

COST CATEGORY			
1	Copper Piping Repairs	$	84,445.79
	Total	$	84,445.79
NET TERMS: 30 DAYS			
All taxes, fees, bonds and environmental studies will be to customer's account.			

This is a Time and Material Quote.
The Costs above are Budgetary Numbers and Valid for 30 Days from Date of Proposal.
After 30 days, RCI may increases Pricing based upon Marketplace Conditions.
RCI reserves the right to update pricing based upon site visits and/or any changes to the Scope of Work.

COLD BOX FABRICATION AND INSTALLATION - PAYMENT MILESTONES		
1	Acceptance of RCI Proposal	50%
2	Repair of Copper Piping - Completion	50%
	Total	100%
NET TERMS: 30 DAYS		
All taxes, fees, bonds and environmental studies will be to customer's account.		

GENERAL TERMS AND CONDITIONS

1. Scope and Completion of Work

   a. The pricing set forth in the Proposal is valid and may be accepted by CUSTOMER for 10 business days unless such time is extended by RCI in writing. Where applicable, proposal price is based on receipt of equipment provided by CUSTOMER in a timely manner. Deliveries occurring outside the schedule which impact the cost and efficient use of unloading equipment and labor shall result in an adjustment of price. The pricing set forth in the Proposal is subject to adjustment if RCI does not receive a notice to proceed with the work within 60 calendar days of acceptance of the Proposal by CUSTOMER.

   b. The proposal is based upon those documents provided by the CUSTOMER and listed in the Proposal, in addition to all correspondence provided by the CUSTOMER while RCI is developing the Proposal.

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

i. Any errors in or omissions of data, specifications or information necessary for the satisfactory completion of the project not identified by RCI in developing the proposal (including but not limited to professional design services, permit requirements, quantities, performance specifications, or exact locations for work to be performed) shall not relieve the CUSTOMER of responsibility for costs associated with correcting the error or omission.

ii. Any changes to the bid documents or to applicable legal standards or design requirements of any authorities having jurisdiction may result in an adjustment of price. If applicable, a change order will be issued by the RCI and after approval by the CUSTOMER, the cost shall be added to the base proposal price. RCI is not obligated to commence any work covered by a change order until CUSTOMER has approved such change in writing.

iii. Where applicable RCI will identify where costs are not firm. Any third-party provider increases that may come due during the project will be to the CUSTOMER's account.

iv. RCI shall not be responsible for the failure of CUSTOMER or third parties to deliver goods or services.

v. The proposal is contingent upon the availability of labor both at the time of award and the notice to proceed.

2. Schedule

a. The schedule provided within this Proposal is an estimate only and contingent upon timely acceptance of the Proposal and the issuance of a Notice to Proceed. Under no circumstances does RCI accept any liquidated, consequential or other damages related to or arising from delays or other matters pertaining to schedule.

b. The schedule shall be adjusted to accommodate changes in scope authorized by CUSTOMER.

c. Any failure of performance shall not constitute default if and to the extent caused by force majeure which is defined to be occurrences beyond the control of RCI, including but not limited to, act of governmental authority, acts of God, strikes or labor disputes, fires, floods, explosions, riots, war, rebellion, insurrection and sabotage, unavailability of raw materials, critical parts and spare parts, casualties and accidents. Where applicable, the time necessary to complete work covered by the contract shall be extended by a time reasonable to overcome the effects of the force majeure occurrence.

3. Warranty

a. RCI warrants that its work will conform to the ASME Code and procedures. This warranty is for a period of 12 months from date of substantial completion of the work. This warranty shall not apply to, and RCI assumes no responsibilities for, the effectiveness of any repair of alteration of vessels or piping by others, or for hidden defects.

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

b. RCI does not warrant equipment or work (including non-RCI fabricated equipment): (1) if the equipment is operated at process conditions, including, but not limited to, flow rates, temperatures, pressures, fluid compositions, mean temperature differences, and turndown conditions which are more severe than those specified on the brazed aluminum heat exchanger specification and drawings; (2) if the equipment is not operated within the conditions specified on the equipment nameplate (for pressure testing, when notspecified on the equipment nameplate, the governing pressure vessel code shown on the nameplate shall apply to pressure testing limits); (3) for damage due to improper installation of others, improper operation, or improper maintenance; or (4) for damage resulting from external forces applied to the equipment from the connecting piping or support system which exceed those conditions specified in the brazed aluminum heat exchanger specification and drawings. The Customer's conformance to the above conditions of use for this equipment is outside of RCI' control and responsibility.

c. RCI's obligations shall be limited to the labor cost necessary to repair defective work or equipment performed or supplied by RCI. RCI's total liability shall not exceed 50% of the total amount owed by CUSTOMER under the contract. In no event shall RCI be obliged to pay for the cost of: (1) gaining access to equipment; (2) installing repaired, modified, or replaced equipment; (3) lost or discarded or reclassified product; (4) lost production; (5) lost profits ; (6) special or indirect damages; (7) incidental damages and/ or (8) consequential damages, including damages arising from the loss of use, loss of revenue, cost of capital, lost profit or downtime; or (9) liquidated damages; (10) any damage, any product losses, or any pipeline interruptions that occur as a result of instrumentation or equipment mis-operation, or as a result of any device or mechanical or electrical component failure, or caused as a result of the by-passing of any product quality and/or equipment protective device, or as a result of any electrical power or instrument air interruption. Any reasonable costs and expenses which RCI may assume in connection with a repair or modification of RCI's work or equipment shall be approved, in writing, by an Officer of RCI. RCI will not undertake repairs or assume other liability for defective work or equipment until all RCI invoices have been paid.

d. The express warranty set forth in these prior paragraphs is in lieu of all other warranties, express or implied, in law or in fact, including any implied warranty of merchantability and any implied warranty of fitness for a particular use. This express warranty precludes any other claims of relief, whether in contract or in negligence, strict liability or in tort, or any alleged breath of warrant outside the scope of the express warranty. The limited-on liability set for in the prior paragraphs are in lieu of any and all other liability claims.

e. CUSTOMER's exclusive remedy and RCI's sole liability for breach of the foregoing warranty shall be limited to the CUSTOMER correcting nonconformities and defects. Under no circumstances shall RCI be responsible for consequential damages arising from loss of use, loss of revenue, cost of capital, lost profits or downtime. In no event shall RCI be obliged to pay

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

for the cost of: (1) gaining access to equipment; (2) installing repaired, modified, or replaced equipment; (3) lost or discarded or reclassified product; (4) lost production; (5) lost profits; (6) special or indirect damages; (7) incidental damages and/ or (8) consequential damages; or (9) liquidated damages.

f. RCI shall not be liable for any delay in or inability to complete the performance of the work because of unforeseen circumstances beyond its control, such as acts of God; industrial conflicts, (including without limitation strikes, lockouts and work interruptions); government rules, regulations, suspensions or requisitions of any kind, fires; unavailability of raw materials or critical spare parts or replacement parts; casualties or accidents.

g. The CUSTOMER will hold RCI harmless, blameless and will fully indemnify RCI against any and all claims should any dispute, law suit, or claim for damages be made by any individual, any business, any municipality or any other 3rd party; or for any claim or action filed by any governing or regulatory body as a result of any act, comment or omission occurring during the period time an RCI employee served at the CUSTOMER site either as a replacement operator, a technician or as a plant (site) manager. Furthermore, the CUSTOMER will hold RCI harmless, blameless and will fully indemnify RCI against any and all claims resulting from any act, comment or omission that may occur while an RCI employee is being directed by the CUSTOMER to function as a temporary manager or supervisor in order to direct other individuals regarding their daily production, commissioning or maintenance activities; this includes, but is not limited to: administering personnel and payroll policies; administering purchasing policies and procedures; administering safety, quality and technical training programs; the inspection of safety, quality and environmental compliance equipment; the design or implementation of any site project that either originated from or was managed by any company other than RCI including the CUSTOMER'S own or affiliated engineering and production resources.

4. Miscellaneous

a. This agreement shall be governed by and construed according to the laws of the State of Illinois, without regard to its conflict or choice of law.

b. Any dispute arising out of or relations to this Proposal, the work provided. Or the relationship of the parties shall be filed in the courts of the State of Illinois. CUSTOMER irrevocably consents to and submits to the personal jurisdiction of the courts of Illinois and hereby waives any objection to the exercise of personal jurisdiction by Illinois courts.

c. RCI shall, to the extent permitted by Illinois law, defend, indemnify and hold harmless CUSTOMER and their respective affiliates, directors, officers, employees and representatives (The "Indemnified Parties"), and hold each of them harmless from any and all loss, liability, charge, cost, expense, claim, action or suit for injury or death of any persons, including employees of RCI, or for damage to property arising out of the performance of this contract by RCI and any subcontractors under RCI's control, but only to the extent caused by the

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

willful, wanton or grossly negligent acts or omissions of RCI, its subcontractor, or anyone directly or indirectly by them or anyone for whose acts they may be liable and only to the extent as permitted by paragraph 3(c) of this Agreement or available insurance. Nothing contained herein shall be construed to obligate RCI to indemnify, defend and hold harmless said Indemnitees for claims to the extent same is caused from Indemnitees' partial or sole negligent acts or omissions. RCI's indemnification obligation to Indemnitees is limited to RCI's proportionate share of its own willful and gross negligent acts and omissions. RCI shall obtain appropriate insurance coverage with respect to such liability, which coverage shall also constitute the RCI's limit of obligation under this language.

d. Any lawsuit filed by CUSTOMER must be filed within two (2) years from the date of RCI's written or electronic notification to the CUSTOMER confirming RCI's substantial completion of the work.

e. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns; provided, however CUSTOMER shall not assignthis Agreement nor subcontract the whole Agreement or a substantial part thereof, without the express written consent of RCI.

f. RCI's workday is based on a minimum of twelve (12) hours of service time and maximum of sixteen (16) hours of service time per shift. Time spent in Customer's safety training, safety meetings, work stoppages incurred by order of Customer, or other training while on-site will be included in billable time.

g. Overtime rates shall apply to each hourly employee after the employee has worked eight (8) hours in a day. A normal work week is considered as Monday thru Friday. All worked performed on Saturdays shall be billed at overtime rates. All work on Sunday or holiday shall be billed at 2x rates.

h. RCI recognized Holidays are:
   - New Year's Eve
   - New Year's Day
   - Good Friday
   - Memorial Day
   - Independence Day
   - Labor Day
   - Thanksgiving Day
   - Christmas Eve
   - Christmas Day
   - Day After Christmas

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

RANCH CRYOGENICS, INC.

Providing technical, construction and engineering services to industrial gases producers, retailers and users worldwide since 1987!

i. Ground travel, if applicable, will be billed from point of origin to and from the job site at actual hours at the specified rate. Mileage will be billed at the specified rate.
j. Per Diem, if applicable, will be billed at the specified rate.
k. Taxes, if applicable, will be included on RCI invoices at the appropriate Jurisdiction(s) rate. Quoted price DOES NOT include any applicable taxes, including but not limited to (sales tax, franchise, VAT, withholding). If taxes are exempt to your company, a fully executed exemption certificate must be on file with the Tax department at RCI prior to job completion or all applicable taxes will be charged on invoice.
l. Customer agrees not to hire an employee of RCI until such time as that individual was no longer employed by RCI for a period of at least 6 months. This provision shall not apply if the Customer and RCI have not been working under an agreement for more than six months. Because the damages to RCI from a breach of this provision cannot be wholly calculated in terms of dollars, the Parties agree that if Customer should breach this provision, Customer shall pay RCI a liquidated sum equal to the full salary and benefits paid to the employee by RCI at the time of the employee's departure from RCI.
m. This proposal represents a complete agreement between RCI and the CUSTOMER and cannot be modified in whole or in part except in writing; requiring the approval and authorized signatures of both RCI's and the CUSTOMER's officers or their designated representatives; and in a manner that is fully compliant with the governing laws of the State of Illinois.

CONCLUSION

We at RCI are excited at the opportunity to work the Town of Amherst WPCF on this extremely important project. We hope that you find this budgetary proposal to your satisfaction and look forward to answering any questions or comments.

Sincerely,

Trey Duffy
President
Ranch Cryogenics, Inc.
(815) 210-0414

Mayda Block
Vice President of Sales
Ranch Cryogenics, Inc.
(815) 343-1812

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

(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:

Agreed to and Accepted by:

Revised 10-31-22

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

RANCH CRYOGENICS, INC.
Print Name of Company

By: _____
Signature

CHRIS DUFFY
Printed name

Date: 7-16-2024

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: 7/18/24

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: RANCH CRYOGENICS, INC.

Signature: [signature]

Print Name: CHRIS DUFFY

Title: VICE PRESIDENT

Date: 7-16-2024

Revised 8.2023

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2024

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

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

PRODUCER	CONTACT NAME:	
The Horton Group 10320 Orland Parkway Orland Park IL 60467	PHONE (A/C, No, Ext): 708-845-3000	FAX (A/C, No):
	E-MAIL ADDRESS: certificates@thehortongroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Ranch Cryogenics, Inc. 32580 N 1500 East Road Blackstone IL 61313 RANCCRY-01	INSURER A : The Cincinnati Specialty Underwriters Insurance Co	13037
	INSURER B : Cincinnati Insurance Company	10677
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 76371787 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	CSU0100331	6/6/2024	6/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	EBA0442283	6/6/2024	6/6/2025	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	Y	Y	CSU0100333	6/6/2024	6/6/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	EWC 0442284	6/6/2024	6/6/2025	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
B B B	Commercial Property Leased/Rented Equipment Excess Auto Only			EPP 0442283 EPP 0442283 EPP 0442283	6/6/2024 6/6/2024 6/6/2024	6/6/2025 6/6/2025 6/6/2025	Blanket Building/BPP Limit Limit	559,586 300,000 5,000,000

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

Additional insured on a primary and noncontributory basis with respect to general liability and auto liability only when required by written contract. Waivers of subrogation apply to general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form.

CERTIFICATE HOLDER

Town of Amherst WPCF
Attn: Tom Dean
455 Tonawanda Creek Road
Amherst NY 14228

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: DOC110524-110520241052I5 (RES-2024-930 : Emergency Purchase Payment Authorization)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

Includes copyrighted material of ISO Properties, Inc., with its permission.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

   a. The actual cash value of the damaged or stolen property as of the time of the "accident";

   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

   c. $2,500.

   Provided the equipment, at the time of the "loss" is:

   a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

   b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

   c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

   However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

   a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

   b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

   c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

   d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

Includes copyrighted material of ISO Properties, Inc., with its permission.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

   a. The most we will pay for "loss" in any one "accident" is the greater of:

      (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

         (a) Overdue lease or loan payments;

         (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

         (c) Security deposits not refunded by the lessor;

         (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

         (e) Carry-over balances from previous loans or leases, or

      (2) Actual cash value of the stolen or damaged property.

   b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

Includes copyrighted material of ISO Properties, Inc., with its permission.

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

Includes copyrighted material of ISO Properties, Inc., with its permission.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Does not apply to work performed in the following state(s):
CA, TX

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06-06-2024 Policy No. EWC 044 22 84 Endorsement No.

Insured RANCH CRYOGENICS INC

Insurance Company THE CINCINNATI CASUALTY COMPANY Premium $INCL

Countersigned by _____

WC 00 03 13

© 1983 National Council on Compensation Insurance.

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
When required by written contract	Any location in the coverage territory
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II • Who is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured{s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured{s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Attachment: DOC110524-110520241052l5 (RES-2024-930 : Emergency Purchase Payment Authorization)

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
When required by written contract	Any location in the coverage territory

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A **Section** II - **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section** III-**Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - PER CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS:**

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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)

Ranch Cryogenics Inc.
455 Tonawanda Creek Road
Amherst, NY 14228

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) 691-9771

1c. Federal Employer Identification Number of Insured or Social Security Number

23-2474081

3a. Name of Insurance Carrier

Standard Security Life Insurance Co

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

3b. Policy Number of Entity Listed in Box "1a"

Z32700-000

3c. Policy effective period

08/26/2024 to 01/01/2025

4. Policy provides the following benefits:

- [X] A. Both disability and paid family leave benefits.
- [X] 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 08/20/2024 By _____

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (716) 849-8618 Name and Title William Lawley, Jr., Principal

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

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 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 my 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 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 Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS 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: DOC110524-110524105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) RANCH CRYOGENICS INC 32580 N 1500 EAST RD BLACKSTONE, IL 61313-9685 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 815-584-9161 1c. NYS Unemployment Insurance Employer Registration Number of Insured DL 5717489 1d. Federal Employer Identification Number of Insured or Social Security Number 23-2474081
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 Cincinnati Casualty Company 3b. Policy Number of Entity Listed in Box "1a" EWC 044 22 84-07 3c. Policy effective period 06-06-2024 to 06-06-2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Christina Sumkowski
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Christina Sumkowski 8/15/2024
(Signature) (Date)

Title: Licensed Agent/Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 574-367-7528

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: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: DOC110524-11052024105215 (RES-2024-930 : Emergency Purchase Payment Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29622 **RESOLUTION 2024-931** **ADOPTED**

Change Order No. 1 WPCF: Building #7- Vertical Turbine Pump VFDs – Procurement Contract Town Project No. 2022.002F CRS #5154

The Engineering Department, WPCF Division is requesting the Town Board approve the above referenced Change Order No. 1, which calls for a $16,344.00 increase in the contract price as well as a 90-day contract time extension for the contractor to custom fabricate and deliver three [3] NEMA 12 VFD enclosures for the recently procured 3 new variable frequency drives [VFDs] that operate the 3 pumps in the Building 7 intermediate pump station. The new enclosures are necessary as the existing enclosures are old, and in relatively poor condition. The WPCF's Electrical Department will install the new equipment. The 90 day time extension is to account for approving and signing this CO and custom fabrication and delivery of the new NEMA 12 VFD enclosures. The Contract is being extended from 1/23/25 to 4/23/25.

May we have your approval to award to Volland Electrical Corporation the above referenced Change Order? Funding is available from account **KP 2136-4972**. This request is pending the successful completion of the contract review process.

Thank you for considering this request.

11/12/2024
Consent

FINANCIAL IMPACT:

KP 2136-4972

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

IDENTIFY (INFORMATION MUST BE COMPLETED OR CONTRACT WILL BE RETURNED TO APPROPRIATE DEPARTMENT)

REQUESTED TOWN BOARD AGENDA DATE: 11/12/24

Contract/Project Title: WPCF: Bldg. 7 Variable Freq. Drive [VFD] Procurement [3 Drives] – Electrical Contract (TOA Project #2022.002F)

Vendor: Volland Electrical Corporation

ORG: KP2136

OBJECT: 4972

Amount: $ 16,344.00 [increase] for three new NEMA 12 Enclosures to house new VFDs

Contract Period: Notice to Proceed issued July 23, 2024- Completion Date January 23, 2025 for delivery of three [3] VFD's per Contract [this is completed]; Change: 90 day time extension need to accommodate processing change order and fabrication and delivery of the 3 new enclosures.

Department contact: Richard A. Rink P.E. [ext. #8071]

APPROVED AS TO CONTENT

_____
Department Head - Signature

Jeffrey S. Burroughs, P.E.
Department Head - Print Name

Date Approved: _____

Attachment: VFD Bldg#7- TB Agenda Request 10.31.24 (RES-2024-931 : Change Order No. 1)

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: **# 1**

DATE: Nov 1, 2024

WPCF: Building 7-Vertical Turbine Pump Variable Frequency Drive [VFD] Replacement–Electrical Contract

Project No. **2022.002F**

TO CONTRACTOR: *(Name and address)*

Volland Electrical Corporation
75 Innsbruck Drive
Buffalo, N.Y. 14227

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. The Contract sum is being increased to procure the necessary NEMA 12 Cabinets to house the recently procured VFDs under this contract. The original amount authorized under this contract to procure the three [3] VFD's is $30,453.00. The contract increase to procure the 3 custom NEMA 12 enclosures is $5,448.00 each or 16,334.00 total. The necessary time complete this change order and deliver the custom enclosures will require a 90 day time extension to the original 6 month contract. The original contract end date of January 23, 2025 will be extended to April 23, 2025.

2. All other terms and conditions remain the same.

The original Not-to-Exceed (Contract Sum) was:	$ 30,453.00
The net change by previously authorized Change Orders:	$ 0.00
The Contract Sum prior to this Change Order was:	$ 30,453.00
The Contract Sum will be increased by this Change Order in the amount of-	
[Required sum to deliver 3 custom NEMA 12 VFD enclosures at 5448.00 ea.]:	$ 16,344.00
The new (Contract Sum) including this Change Order will be:	$ 46,797.00
The Contract Time will be increased by 90 days to deliver the 3 new VFD enclosures-	
The date of Substantial Completion as of the date of this Change Order therefore is:	April 23, 2025

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive).

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

M/E Engineers	Volland Electric Corporation	Town of Amherst
ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
Suite 320, 60 Lakefront Blvd. Buffalo, NY 14202	75 Innsbruck Drive Buffalo, NY 14227	5583 Main Street Williamsville, NY 14221
ADDRESS	ADDRESS	ADDRESS
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	Brian J. Kulpa (*Typed name*)
DATE	DATE	DATE

Attachment: VFD Building 7 Cabinets Change Order #1 Request Form 10.31.24 (RES-2024-931 : Change Order No. 1)

ENGINEERING

SUBMITTAL REFERENCE #

SUBMITTAL COVER SHEET

PROJECT TITLE:	M/E PROJECT NO.:
AMHERST WPCF - IPS VFD REPLACEMENT	221440

LOG NO.:	DESCRIPTION:	RECEIVED:
E-2	NEMA 12 Custom Enclosure	10/3/24
	SPEC SECTION NO.:	

COMMENTS:

1. Town has approved enclosure to omit the internal heaters specified as the building is heated and does not fall below 45-50 degrees.

- [x] NO EXCEPTION TAKEN
- [ ] REVISE AND RESUBMIT
- [ ] MAKE CORRECTIONS NOTED
- [ ] SUBMIT SPECIFIED ITEM
- [ ] REJECTED
- [ ] _____

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for: dimensions that shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of its work with that of all other trades; and the satisfactory performance of its work.

M/E ENGINEERING, P.C. By: Brian P. Thompson Date: 10/22/2024

Brian P. Thompson

ELECTRICALLY OPERATED EQUIPMENT: Yes ☐ No ☉

IF "YES" - COORDINATION REVIEWED: HVAC/Plumbing Designer: _____

Electrical Designer: _____

Attachment: VFD Volland-ME NEMA 12 Custom Enclosure QUOTE 10.31.24 (RES-2024-931 : Change Order No. 1)

SUBMITTAL COVER SHEET (CONTINUATION OF COMMENTS)

COMMENTS:

Attachment: VFD Volland-ME NEMA 12 Custom Enclosure QUOTE 10.31.24 (RES-2024-931 : Change Order No. 1)

VOLLAND Electric Equipment Corporation
75 Innsbruck Drive • Buffalo, NY 14227 • Phone (716) 656-9900 • Fax (716) 656-8899

September 24th, 2024 SQ#24-2312

Town of Amherst Water Pollution Control Facility
455 Tonawanda Creek Road
Amherst, NY 14228-1297
Attn: Richard Rink
Ref: TOA - WPCF Volland Building 7 VFD Replacement Cabinet

Dear Richard,

I am pleased to submit the following price for your Custom Fabricated NEMA 12 Cabinet/Enclosure:

- **Custom Control Cabinet** **Price: $5,448 Each**

Custom Control Cabinet Includes:

- NEMA 12 Painted Steel Enclosure 72'' Height x 19" Width x 20" Depth
  - See Attached Proposal Drawing File for details
- NEMA 12 VFD Keypad Kit Mounted on Front of Door
- CPT with Fused Primary and Secondary for Fan Power (480x120)
- 12'' 560CFM 120Vac Reverse Flow (Exhaust) Filtered Fan
  - Thermostat Controlled
- (2) 8-3/4'' Intake Filters
- (4) 5/8'' Studs for VFD Mounting (VFD provided by others)
- Wire, Labeling and all other misc. hardware.
- Bill of Materials
- Mechanical Drawings (AutoCAD, PDF)

Important Notes & Exceptions

- Custom Enclosure is NC/NR after placement of order
- Approval drawings required to be signed off by customer prior to fabrication
- VFD/Drive (not included in scope) mounted in enclosure by others

Terms & Conditions

Shipment Terms

- Delivery: 11-12 Weeks
  - Note: Lead time may be altered due to parts availability.
  - Expediting Available. Rates are available and determined at order request date.
    - Expediting timeframe dependent on labor & parts availability.

Payment Terms:

- Terms: 1% 10 Days, Net 30

All invoices are due within 30 days of the date of the invoice. All invoices allow a cash discount if paid within 10 days. Cash discounts are not allowed on applicable sales taxes and delivery/freight charges.
If invoices are not paid within 30 days, a service charge of 1-1 ½% per month may be added to all past due amounts over 30 days for an effective annual interest of 18%.
If it becomes necessary to place the account for collection with an agency or attorney, reasonable legal fees will be

Attachment: VFD Volland-ME NEMA 12 Custom Enclosure QUOTE 10.31.24 (RES-2024-931 : Change Order No. 1)

Electric Equipment Corporation
75 Innsbruck Drive • Buffalo, NY 14227 • Phone (716) 656-9900 • Fax (716) 656-8899

added to the amount due. Every party to this agreement shall be liable for all invoices due in connection with the sale of Volland Electric products, services and or equipment rental.

- For all orders over $25,000 the following terms apply
  - 20% at issue of Purchase Order
  - 30% when build material is received
  - 25% upon shipment from Volland facility
  - 25% Net 30

- All credit card transactions are subject to a 3% convenience fee.

- Standard pricing does not include any allowance for shipping or freight charges, unless otherwise noted in writing.

- Sales Tax will be added to non-tax-exempt customers. Form ST120, ST120.1 must be provided for tax-exempt status.

General Terms

- Volland Carries a (1) year warranty on its craftsmanship. Individual components carry the manufacturer's warranty.

- This estimate is an approximation and is not guaranteed. The estimate is based on information provided by the client regarding project requirements. The actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. Estimate valid for 30 days.

- Any purchase order deriving from this quotation must be released for fabrication within (7) days. If submittal drawings are required prior to fabrication, they must be approved within (7) days; for a total of (14) days. Pursuant to this agreement, a fee may be added to the final invoice if fabrication is withheld longer than denoted. A project may be released to fabrication but held at Volland's facility for up to (3) Months but will be billed at time of completion. A storage fee may be applicable if held longer than the allotted time.

Sincerely,

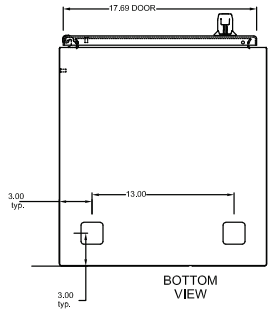
Steven Premo

Steven Premo
Controls Division – Engineering Specialist
Volland Electric
365 Nagel Drive
Cheektowaga, NY 14225

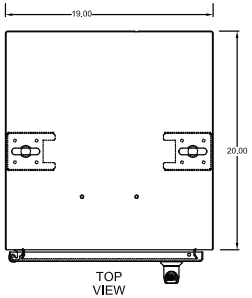
Attachment: VFD Volland-ME NEMA 12 Custom Enclosure QUOTE 10.31.24 (RES-2024-931 : Change Order No. 1)

WASH SYSTEM 2" SQUARE DRAIN HOLES IN THE BOTTOM WITH UL APPROVED HOLE SEALS PROVIDED

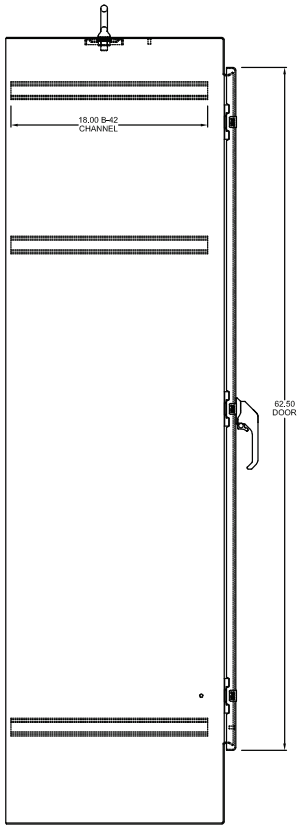
SAGINAW CONTROL & ENGINEERING
CUSTOM SIZE 72" X 19" X 20"



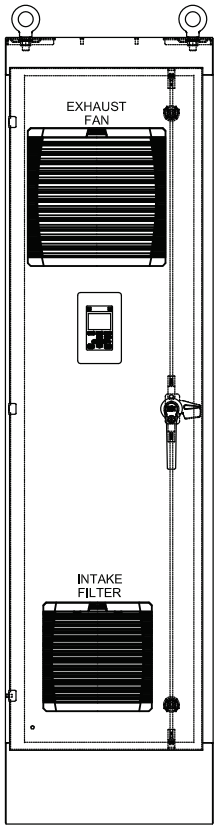
BOTTOM VIEW



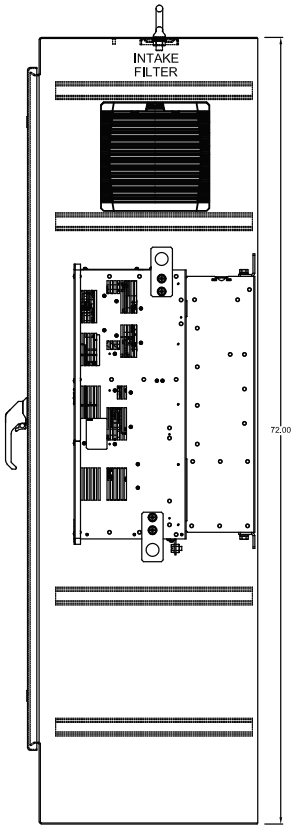
TOP VIEW



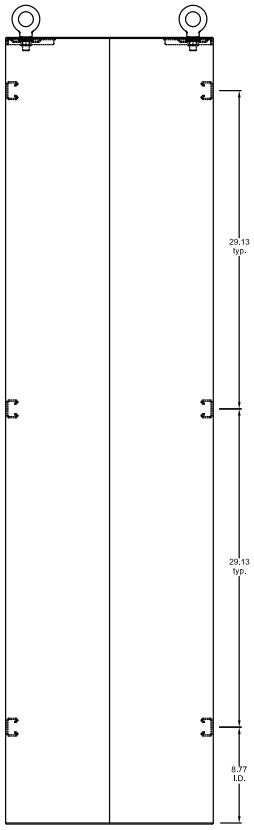
LEFT SIDE VIEW



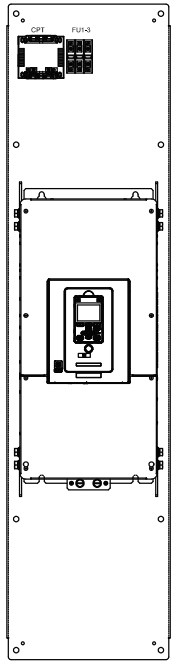
FRONT VIEW



RIGHT SIDE VIEW



EXTERNAL REAR VIEW



PANEL FRONT VIEW

DATA SUBJECT TO CHANGE WITHOUT NOTICE

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29634 **RESOLUTION 2024-932** **ADOPTED**

Increase of Stormwater Inspection Permit Fees TOA Job# 2022.012

We are requesting the Town Board to approve an increase in the stormwater inspection permit fees from the previous rates, which have been in effect since 2008. Inspection costs have increased while the rates have stayed the same. The proposed rates are an increase of $300 and are shown below:

Acreage	Current Fee	**Proposed Fee**
0-4.99 acres	$1,800.00	**$2,100.00**
5-10 acres	$3,200.00	**$3,500.00**
10+ acres	$5,600.00	**$5,900.00**

May we please have approval for the increase of stormwater inspection permit fees? The permit will be issued for each phase on phased projects. The permit will be valid for a period of three years, with each subsequent year an additional $600 annually. Thank you for considering this request.

11/12/2024
Consent

FINANCIAL IMPACT:

The proposed rates are an increase of $300 and are shown below:

Acreage	Current Fee	Proposed Fee
0-4.99 acres	$1,800.00	$2,100.00
5-10 acres	$3,200.00	$3,500.00
10+ acres	$5,600.00	$5,900.00

The proposed rates are an increase of $300 and are shown below:

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29628 **RESOLUTION 2024-933** **ADOPTED**

Memorandum of Understanding - Holiday Market - CRS #5157

Authorize the Supervisor to sign a contract between the Town of Amherst and the Village of Williamsville for joint operation of a Holiday Market at Island Park on December 7, 2024, pending satisfactory completion of the contract routing process.

11/12/2024
Consent

FINANCIAL IMPACT:

A 7145.01980 - revenue TBD

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

Attachment: Memorandum of Understanding - Holiday Market - FINAL (RES-2024-933 : Memorandum of Understanding - Holiday Market - CRS

MEMORANDUM OF UNDERSTANDING
Between the Town of Amherst and the Village of Williamsville
for Operation of a Holiday Market

This **MEMORANDUM OF UNDERSTANDING** (this "MOU") entered into as of the _____ day of November 2024, by and between the **TOWN OF AMHERST** (hereinafter "Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York, 14221, and the **VILLAGE OF WILLIAMSVILLE**, (hereinafter "Village"), also a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices and principal place of business at 5565 Main Street, Williamsville, NY 14221.

WHEREAS, the Town and the Village are desirous of sponsoring a Holiday Market on December 7, 2024 from noon to 5 pm which may be adjusted on mutual agreement of the parties based on weather issues, and

WHEREAS, the Town has ownership of certain lands described as the parking lot located between the Williamsville Library and the Amherst Town Hall and the Village has ownership of certain lands described as Island Park, and

WHEREAS, the Town and Village wish to accommodate the operation of the Holiday Market on both sets of lands upon and subject to the terms and conditions set forth by this MOU,

NOW THEREFORE, the Town and the Village, in consideration of the foregoing and of the mutual agreements contained herein agree as follows:

1. Grant of License. The Town hereby grants to the Village, and the Village hereby accepts from the Town, a non-exclusive license to use its property for the purpose of operating a Holiday Market, subject, however to the terms and conditions of this MOU.

   The Village hereby grants to the Town, and the Town hereby accepts from the Village, a non-exclusive license to use its property for the purpose of operating a Holiday Market, subject, however to the terms and conditions of this MOU.

2. License Fee. Both parties agree to waive any fees associated with the use of their respective properties.

3. Term of License. The term of the license granted by this MOU shall commence on Monday, December 2, 2024 and shall terminate on Friday, December 13, 2024 (to allow time for set up and tear down).

4. Compliance with Laws. The Town and the Village shall use the licensed property solely for purposes of operating a Holiday Market. The Town and the Village, in exercising their rights hereunder, shall comply with all applicable Federal, New York State, County of Erie and Town of Amherst and Village of Williamsville statutes, ordinances, local laws, codes, rules and regulations.

5. Permitted Uses. Upon the licensed properties, the Town and the Village may allow vendors to operate and if needed, may place garbage cans, recycling totes and picnic tables and any

other items needed for the operation of a Holiday Market. Neither the Town, the Village or any of the Holiday Market vendors shall mark any of the sidewalks or other paved areas with any substance other than sidewalk chalk.

6. Indemnification. To the fullest extent permitted by the law, the Village shall at all times defend, indemnify and hold the Town and its respective members, officers, agents, employees, contractors, visitors and invitees harmless from and against any and all damages, claims, demands, actions, or causes of action and all related costs and expenses (including reasonable attorneys' fees and expert witness fees), losses, fines, penalties, injury and liabilities of every kind and nature (hereinafter collectively referred to as "Claims"), for personal injuries, death and/or property damage arising from or out of the Village's use of the licensed property, its exercise of the license rights and privileges granted pursuant to this MOU, and/or by reason of the Village's failure to observe or perform any of the terms, conditions, covenants, or agreements to be observed or performed under or pursuant to this MOU, whether such Claims are asserted by the Town, the Village, third parties or their respective agents, contractors, employees invitees, or licensees, excepting those Claims which are the result of either [i] the negligence or intentional acts of the Town or its respective agents, employees, invitees or contractors, or [ii] any failure on the part of the Town to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed under or pursuant to this MOU. Expiration of termination of this MOU shall not affect the continuing obligations of the Village as an indemnitor hereunder for any such Claims which accrue or relate to an event which occurred prior to the expiration or termination of this MOU.

7. Insurance. The Town and the Village shall require each Holiday Market vendor to procure both general liability and products liability insurance with limits of not less than One Million Dollars and Zero Cents ($1,000,000.00) per occurrence naming both the Town and the Village as additional insured on a primary basis as certificate holders. Neither the Town nor the Village, nor their agents or employees, makes any representation with respect to the adequacy of the scope or limits of the insurance coverage specified in this MOU.

8. No Waiver. The failure of the Town or the Village to insist, in any one or more instances, upon the performance by the Town or the Village of any of the covenants of this MOU, or to exercise any right hereunder, shall not be construed as a waiver or a relinquishment for the future of any such covenant or right, but the same shall continue and remain in full force and effect.

9. Accidents. Any accident shall be reported to the offices of both the Town Attorney and the Village Administrator 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 both offices as soon thereafter as possible and not later than three (3) days after the date of such accident.

10. Responsibilities. The operating responsibilities of each respective party are outlined in Appendix A. Such responsibilities may be renegotiated by the mutual consent of both the Town and the Village.

Attachment: Memorandum of Understanding - Holiday Market - FINAL (RES-2024-933 : Memorandum of Understanding - Holiday Market - CRS

11. Miscellaneous. This MOU shall be construed in accordance with the laws of the State of New York, and constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification or amendment of any of the provisions hereof (with the exception of mutually agreed-upon operating responsibilities as contained in Appendix A) shall be valid unless in writing and signed by both parties hereto. This MOU is not intended to benefit or be enforceable by anyone other than the Town and the Village.

12. Counterparts and Electronic Signatures. This MOU may be executed as counterparts and may be executed and delivered by facsimile or e-mail transmission. Facsimile or e-mail copies of the fully executed MOU shall have the same force and effect as originals and the same admissibility in evidence as an MOU containing an original signature. The parties hereby waive any objection to the contrary.

IN WITNESS THEREOF, the Town and the Village have caused this MOU to be executed by their respective duly authorized officers as of the day and year first above written.

TOWN OF AMHERST	VILLAGE OF WILLIAMSVILLE
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Attachment: Memorandum of Understanding - Holiday Market - FINAL (RES-2024-933 : Memorandum of Understanding - Holiday Market - CRS

Memorandum of Understanding
Between the Town of Amherst and the Village of Williamsville
for Operation of a Holiday Market

APPENDIX A – Operational Responsibilities

The Town of Amherst shall:

- Provide overall coordination of the event.
- Secure sponsorships. All sponsorship dollars will stay with the Town and be used, in part, to secure entertainment for the event.
- Issue all contracts and collect all vendor fees, with the exception of those vendors selling alcohol. At the end of the event, these vendor fees will be split evenly between the Town and the Village, less any costs for site amenities such as portable toilets, additional garbage removal, tent rental, etc. The Town will provide an accounting of all income and costs to the Village and issue a check to the Village for its share of any proceeds.
- Collect all insurance certificates and distribute them to the appropriate parties prior to the event.
- Oversee set up and tear down and staff the market the day of the event.

The Village of Williamsville shall:

- Make DPW employees available to assist with set up and tear down of the event and assign one employee to be present the day of the event to deal with any maintenance-related issues.
- Issue all contracts/permits and collect all vendor fees for those vendors wishing to sell alcohol at the event. All alcohol-related fees will remain with the Village.

The Town of Amherst and the Village of Williamsville shall collectively:

- Promote the event

Attachment: Memorandum of Understanding - Holiday Market - FINAL (RES-2024-933 : Memorandum of Understanding - Holiday Market - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29635 **RESOLUTION 2024-934** **ADOPTED**

Request to Purchase Using T Account Funds

Authorize the Youth & Recreation Department to use $260.00 in T Account funds for the purchase of a light for the flagpole at Billy Wilson Park.

11/12/2024
Consent

FINANCIAL IMPACT:

T 3035.4002: $260.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29638 **RESOLUTION 2024-935** **ADOPTED**

Budget Transfer

Authorize the transfer of $5,750.38 from A 7253.4220 to A 7253.2150 for the purchase of an Exchanger Gas Heat Assembly for the Northtown Center at Amherst.

11/12/2024
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29643 **RESOLUTION 2024-936** **ADOPTED**

Creation of Facebook Account

Authorize the Amherst Youth & Community Coalition to establish a Facebook page to be administered by the Amherst Youth & Recreation Department, following all Town of Amherst Social Media Policy requirements. This request has been approved by the town's IT Department.

11/12/2024
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Councilmembers
DOC ID: 29648

COMMUNICATION 2024-90 **REFERRED**

Communication from Resident

The attached communication was received from Councilmember Marinucci regarding the Committee on Disabilities.

11/12/2024
Referred to Attorney

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

[redacted]

From: Marinucci, Angela
Sent: Wednesday, November 6, 2024 2:03 PM
To: Spoth, Francina
Cc: Koller, Timothy; Taggart, Martha
Subject: Fwd: Disabilities Meeting Zoom Criteria?

Hi Fran:

Mr. Mambretti has expressed concerns that the 11/04/2024 Meeting Minutes of the Amherst Committee on Disabilities and / or I didn't fully convey his comments.

As such, I ask that your office include the full text of the below email thread and the following emails I will forward as Communications to the Town Board for the next 11/12/2024 Meeting.

Unfortunately, I am unable to attend Tuesday's meeting, but I will speak with my fellow Boardmembers to recommend that the Communications be referred to the Committee on Disabilities.

Thank you! - Angela

—

Angela Marinucci
Councilmember

Town of Amherst
5583 Main Street
Williamsville, New York 14221
(P) (716) 631-7013

Begin forwarded message:

> **From:** Michael Mambretti <[redacted]>
> **Date:** November 4, 2024 at 5:39:54 PM EST
> **To:** "Marinucci, Angela" <amarinucci@amherst.ny.us>
> **Cc:** "Taggart, Martha" <[redacted]>
> **Subject: Re: Disabilities Meeting Zoom Criteria?**
>
> **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.**
>
> Angela- I'll be more that happy to publicly refresh your memory of the September meeting if you'd like. Facts don't [redacted]. err, I mean, lie.
>
> On Nov 4, 2024, at 5:18 PM, Marinucci, Angela <amarinucci@amherst.ny.us> wrote:

Attachment: COMMUNICATION M Mambretti Re Committee on Disabilities (COM-2024-90 : Communication from Resident)

Mr. Mambretti:

Your question was if the Zoom functionality *requires* name and/or address when signing into the Committee on Disabilities' monthly meeting. We are both aware of the Committee's interpretation of the Rules of Order on stating name and address; I was under the impression that you were sincerely posing a different question. I apologize if I misunderstood your inquiry.

I was unaware that you had expressed interest in joining the Committee, but I may have missed this in the emails on which I have been copied. While I cannot guarantee that the Committee would recommend any resident for appointment, all residents that express interest should be considered. I am happy to pass along your interest. The Committee asks that interested residents include a resume for review, if you would like to send one to me.

I have a different recollection of the September meeting. However, I do not believe discussion regarding our differing impressions of that meeting would be productive and therefore will not further respond to it.

I again encourage you to consider attending this evening's meeting to express your concerns.

Best,
Angela

—

Angela Marinucci
Councilmember

Town of Amherst
5583 Main Street
Williamsville, New York 14221
(P) (716) 631-7013

On Nov 4, 2024, at 3:49 PM, Michael Mambretti <[redacted]> wrote:

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.

Angela,

Unless the process has secretly changed since September, the Zoom platform your committee utilizes *requires* people to enter their name to simply attend. [Note that at the September meeting, I did enter my first name.] The

Attachment: COMMUNICATION M Mambretti Re Committee on Disabilities (COM-2024-90 : Communication from Resident)

requirement (to provide full name and address) was - as you are well aware - aggressively and viciously enforced by the committee chairperson, [redacted]. to the point of violating my Constitutional rights in full view of two attorneys... and with the requested input of one of them. You disgustingly remained silent. And the committee chairperson, [redacted], laughed/scoffed about my ejection (in front of theall the attendees. What do you say about that? The question remains: Are Town of Amherst residents allowed to attend this committee's meeting without providing their full name & address?

You should also know that the Disabilities Committee's "Social Media Policy" presented to the Town Board in support of the creation of the Committee's FaceBook page stated: "*The comment section will be turned off or restricted in order to prevent negativity and to eliminate the need for constant monitoring. Questions, comments, and feedback will be encouraged to be submitted via the Private Message feature*." This is not the case in reality. The comments are wide open even allowing disparaging comments about me.

This committee is composed of at least one arrogant rogue person that seemingly does not feel common courtesy or the United States Constitution should be honored. Again, you stand by in silence.

Your comments encouraging/offering my participation in/on the committee are absurd. As is well documented, the Committee would not even allow me to attend their meeting. And when I asked for important information to aid in my evaluation of the committee, [redacted] responded by lying to me. Further, even with the [redacted] lie, I did in fact express my interest (twice)... I was abruptly blocked... and received no acknowledgement or response.

You may think that sloughing these matters off is wise. I strongly disagree.

Michael E. Mambretti
Amherst, New York 14226

Attachment: COMMUNICATION M Mambretti Re Committee on Disabilities (COM-2024-90 : Communication from Resident)

[redacted]

On Mon, Nov 4, 2024 at 12:51 PM Marinucci, Angela <[redacted]> wrote:
Mr. Mambretti:

My understanding from consultation with Town of Amherst colleagues is that Zoom prompts for a name and / or organization upon entering a meeting. I have not received information to determine if there is a separate requirement for such information in backend functionality.

Thank you for your feedback on meeting scheduling and Committee priorities. I will relay your comments as part of my liaison report, but I invite you to share your thoughts personally with the Committeemembers during their meeting this evening at 6:30 pm.

Additionally, I appreciate your perspective on initiatives you think the Committee should prioritize. If you are interested in serving on the Committee, the Committee is actively considering potential new members to recommend to the Town Board for appointment in January. Please let me know and I will pass your interest along to the Committee.

Best,
Angela

—
Angela Marinucci
Councilmember

> On Nov 4, 2024, at 11:54 AM, Michael Mambretti <[redacted]> wrote:
>
> **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.**
>
> Any thoughts, Councilwoman?
>
> Begin forwarded message:

Attachment: COMMUNICATION M Mambretti Re Committee on Disabilities (COM-2024-90 : Communication from Resident)

From: Michael Mambretti
<[redacted]>
Date: October 31, 2024 at 7:29:54 PM EDT
To: "Marinucci, Angela" <amarinucci@amherst.ny.us>
Subject: Re: Disabilities Meeting Zoom Criteria?

Angela,

First, apparently I am being ghosted by the Amherst Committee on Disabilities... and possibly you. Or, maybe the others associated with the meeting have denied you a response. Clearly, this committee does not want open honest public participation. And I specifically am being discriminated against by this committee.

Further, the committee adopted so-called "Rules of Order" on November 15, 2021. One of those "rules" is "*Regular meetings of the Committee shall generally be held on the second Monday evening of each month.*" Since that time, this committee has had a sparse three meetings on those days. I can hardly consider that to fit the characterization of "...shall generally be held...".

Meetings minutes are published on the Town of Amherst website without identifying the meeting date.

Also, it is extraordinarily disappointing and possibly offensive that precious

Attachment: COMMUNICATION M Mambretti Re Committee on Disabilities (COM-2024-90 : Communication from Resident)

little attention is given to the developmentally disabled. Maybe the Town of Amherst doesn't give a rats arse about its developmentally disabled residents(?). However, I credit the committee for being extraordinarily attentive to anything and everything service dog oriented.

I can share more concerns about this committee if anyone cares. Disabilities reach far wider than blind, deaf, and wheelchairs. Sooooo, narrow minded.

Angela, this committee is a mess. I would welcome the opportunity to whip it into shape.

And, yes, I continue to be incensed about [redacted] absolute unapologetic ejection of me from the September meeting.

Michael E. Mambretti
Amherst, New York 14226
[redacted]

On Wed, Oct 30, 2024 at 12:28 PM Marinucci, Angela <amarinucci@amherst.ny.us> wrote:

> Good afternoon, Mr. Mambretti:
>
> As liaison, I do not facilitate the creation or starting of the monthly Zoom meetings for the Amherst Committee on Disabilities so I am not aware of the functionality or specific settings for the meetings.

Attachment: COMMUNICATION M Mambretti Re Committee on Disabilities (COM-2024-90 : Communication from Resident)

I will inquire of others associated with the meeting, and let you know if I receive a response.

Best,
Angela
—
Angela Marinucci
Councilmember

Town of Amherst
5583 Main Street
Williamsville, New York 14221
(P) (716) 631-7013

On Oct 30, 2024, at 12:03 PM, Michael Mambretti <[redacted]> wrote:

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.

Ms. Marinucci,

Can you please let me know if the Zoom functionality for meetings of the Amherst Committee on Disabilities (with which you are associated) *requires* Name and/or Address when logging in to a monthly

Attachment: COMMUNICATION M Mambretti Re Committee on Disabilities (COM-2024-90 : Communication from Resident)

meeting? Than
ks in advance.

-Mike.
Michael E.
Mambretti
Amherst, New York
14226
[redacted]

Attachment: COMMUNICATION M Mambretti Re Committee on Disabilities (COM-2024-90 : Communication from Resident)

[redacted]

From: Marinucci, Angela
Sent: Wednesday, November 6, 2024 2:05 PM
To: Spoth, Francina
Cc: Koller, Timothy; Taggart, Martha
Subject: Fwd: Discrimination.

Hi Fran:

This is Email #2 of 3 for which I ask that your office include the full text as Communications to the Town Board for the next 11/12/2024 Meeting.

Unfortunately, I am unable to attend Tuesday's Town Board meeting, but I will speak with my fellow Boardmembers to recommend that the Communications be referred to the Committee on Disabilities.

Thank you! - Angela

—
Angela Marinucci
Councilmember

Town of Amherst
5583 Main Street
Williamsville, New York 14221
(P) (716) 631-7013

Begin forwarded message:

> **From:** "Marinucci, Angela" <amarinucci@amherst.ny.us>
> **Date:** November 5, 2024 at 12:02:23 PM EST
> **To:** Michael Mambretti <[redacted]>
> **Subject: Re: Discrimination.**
>
> Mr. Mambretti:
>
> Thank you for sharing your opinion.
>
> If, once the minutes are posted, you feel I did not accurately or fully convey your feedback, I apologize as that was not my intention. I would be happy to forward your emails to the Committee as a Communication. Please let me know.
>
> Best,
> Angela
> —
> Angela Marinucci
> Councilmember

Attachment: COMMUNICATION M Mambretti Re Committee on Disabilities (COM-2024-90 : Communication from Resident)

Town of Amherst
5583 Main Street
Williamsville, New York 14221
(P) (716) 631-7013

On Nov 5, 2024, at 10:20 AM, Michael Mambretti <[redacted]> wrote:

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.

Angela,

Though I do not know if or how you may have shared my comments directed to you about the Amherst Committee on Disabilities, I trust that nobody on that committee (particularly, whomever reports the minutes) discriminates against me. For reference, this is an example of how 'resident feedback' has been reported in the past:

"*c. Positive Feedback i. From a Town resident who attended the August meeting, positive feedback was shared with Angela as well as with the Town Board at a recent meeting. This resident said they felt welcome and that the meeting was well run.* "

It has become clear that this committee is a self-serving non-community oriented runaway train led by an overbearing and arrogant hater of the United States Constitution - [redacted] "Adolf" [redacted] who seems obsessed with disproportionate discussion of dogs. Very sick, IMO.

And, let's not overlook the great unapologetic liar of 2024... committee associate, [redacted]... that you apparently are protecting with your silence.

Michael E. Mambretti
Amherst, New York 14226
[redacted]

Attachment: COMMUNICATION M Mambretti Re Committee on Disabilities (COM-2024-90 : Communication from Resident)

[redacted]

From: Marinucci, Angela
Sent: Wednesday, November 6, 2024 2:06 PM
To: Fran Spoth
Cc: Taggart, Martha; Koller, Timothy
Subject: Fwd: Laughable Minutes.

Hi Fran:

This is Email #3 of 3 for which I ask that your office include the full text as Communications to the Town Board for the 11/12/2024 Meeting.

Unfortunately, I am unable to attend Tuesday's Board meeting, but I will speak with my fellow Boardmembers to recommend that the Communications be referred to the Committee on Disabilities.

Thank you! - Angela
—
Angela Marinucci
Councilmember

Town of Amherst
5583 Main Street
Williamsville, New York 14221
(P) (716) 631-7013

Begin forwarded message:

> **From:** "Marinucci, Angela" <amarinucci@amherst.ny.us>
> **Date:** November 6, 2024 at 1:55:15 PM EST
> **To:** Michael Mambretti <[redacted]>
> **Subject: Re: Laughable Minutes.**
>
> Mr. Mambretti:
>
> I apologize for your feeling that the Committee's Minutes and / or I did not properly convey your comments and concerns. As promised, I will forward the full text of your emails as a Communication.
>
> The Committee's Minutes are posted in line with the date on which the meeting occurred. However, your point that the Minutes themselves should be dated is well taken. I will make that request to the drafter of the Minutes for meetings going forward.
>
> Best,
> Angela
> —

Attachment: COMMUNICATION M Mambretti Re Committee on Disabilities (COM-2024-90 : Communication from Resident)

Angela Marinucci
Councilmember

Town of Amherst
5583 Main Street
Williamsville, New York 14221
(P) (716) 631-7013

On Nov 6, 2024, at 12:47 PM, Michael Mambretti <[redacted]> wrote:

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.

Hey Angela,

Regarding the Committee on Disabilities November 2024 minutes...

I don't know who misrepresented my comments to you. Maybe it was you. Or, maybe it was the minutes writer/editor/published. In either case, they are absurd in that they do not provide a full, fair, and forthcoming representation. You like that, no?

I get that you and others involved may be mentally/emotionally discombobulated due to yesterday's political hope versus today's political reality. However, that's really not a good excuse for publishing truncated and skewed documentation.

Oh, and why is it that some of the committee's minutes don;t even have a date? I mean, I suppose an information void might be considered better than an outright lie... y'know, like [redacted] did as a formal representative of the Town of Amherst.

Your carpets must be outrageously lumpy... from all the stuff you sweep under them.

Michael E. Mambretti
Amherst, New York 14226
[redacted]

Attachment: COMMUNICATION M Mambretti Re Committee on Disabilities (COM-2024-90 : Communication from Resident)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Town Clerk
DOC ID: 29604

COMMUNICATION 2024-91 **REFERRED**

Notice of Claim: Taylor Cirrito Vs. Town of Amherst

11/12/2024
Referred to Attorney

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

Town of Amherst

Department of Law

ATTN: Property Damage Department

5583 Main St. Williamsville, NY

Buffalo, New York 14221

To whom it may concern, this document is to officially serve the Town of Amherst in Erie County, NY with a claim of damaged property.

On December 23rd 2022 I was the victim of an assault which resulted in my upper extremities including both shoulders, left forearm, left collar bone, and 11 ribs being "shattered". My assailant fled the scene after hitting me, a pedestrian, with his car and was not taken into custody for weeks after the crime. After being discharged from ECMC on 12/30/22 I went to the Amherst Police Department to make a statement with Investigator Kern. It was at this time that I first began asking for my personal property back which was taken off of my body and collected for evidence at the scene of the crime. This property includes very sentimental pieces of jewelry I adorned every day, shoes and clothing.

From that point, up until 08/05/24 I was told I would receive my property back after my assailant was sentenced. This was confirmed for me several times by police officers, Assistant District Attorney Christine O'Connell Murray, and Victim Witness Case Manager, Cathy Mitchell.

OCT 30 2024 PM2:24

Attachment: DOC103124-10312024093437 (COM-2024-91 : Notice of Claim: Taylor Cirrito Vs. Town of Amherst)

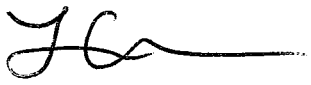
The sentencing was held on 08/01/24, I was not present but wrote a victim statement in which I asked the court to have mercy for this stranger I had never met before that night, who I believed to be a victim of systemic injustices, and cycles of poverty and trauma. I asked the court to give him an extended probationary period so he could be connected with resources that would allow him to make better choices in the future. The most important form of justice I sought was to finally have the opportunity to receive my very important personal property back.

It was on 08/05/24 that I abruptly, and devastatingly, was told by an officer that all of my belongings had been destroyed. I would later find out that this was done out of negligence on the part of the Amherst Police Department without the proper authorization or release of evidence to do so. This was told to me by Assistant District Attorney Christine O'Connell Murray.

After speaking to Town Attorney Sam Alba on the phone, I have not yet obtained council but understand my right to do so. Thank you for your time and fair consideration in my compensation.

Sincerely,

Taylor Cirrito



Attachment: DOC103124-10312024093437 (COM-2024-91 : Notice of Claim: Taylor Cirrito Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Town Clerk
DOC ID: 29612

COMMUNICATION 2024-92 **REFERRED**

Notice of Claim: New York Central Mutual Fire Insurance Company A/S/O Thomas F. Bligh and Maureen L. Bligh Vs. Town of Amherst

11/12/2024
Referred to Attorney

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

New York Central Mutual Fire Insurance Company a/s/o Thomas F. Bligh and Maureen L. Bligh 1899 Central Plaza East Edmeston, New York 13335 Plaintiff, -against- Town of Amherst 5583 Main Street Williamsville, New York 14221 Defendant.	**NOTICE OF CLAIM**

PLEASE TAKE NOTICE that under General Municipal Law §50-e, New York Central Mutual Fire Insurance Company as subrogee of Thomas F. Bligh and Maureen L. Bligh, makes this claim against the Town of Amherst as follows:

1. Claimant office location: New York Central Mutual Fire Insurance Company
   1899 Central Plaza East
   Edmeston, New York 13335

2. Claimant is represented by: The Law Office of Philip G. Fortino
   Post Office Box 302
   Edmeston, New York 13335

3. This is a negligence claim against the Town of Amherst ("the Town") for property damage that arose from an accident on August 9, 2024, at or near Youngs Road in the Town of Amherst, New York.

4. The property damage is to a 2022 Honda Accord bearing New York State license plate number "AWX6834" registered to Maureen L. Bligh ("M. Bligh") and operated by Thomas F. Bligh ("T. Bligh") with the express or implied permission and consent of M. Bligh.

NOV 4 2024 PM2:26

Attachment: DOC110424-11042024145502 (COM-2024-92 : Notice of Claim: New York Central Mutual Fire Insurance Company A/S/O Thomas F.

5. On August 9, 2024, the Blighs were insured by New York Central Mutual Fire Insurance Company ("the Claimant").
6. On August 9, 2024, the Town was the registered owner of a 2013 Chevrolet pickup truck bearing New York State license plate number "AB5886."
7. On August 9, 2024, Marnie A. Johnson ("Johnson") was operating the 2013 Chevrolet pickup truck registered to the Town with their express or implied permission and consent.
8. On August 9, 2024, T. Bligh was stopped in traffic on Youngs Road when Johnson negligently rear-ended his vehicle due to her foot slipping off the brake pedal causing damage to the Blighs vehicle.
9. The damage caused to the Blighs vehicle was caused solely by the fault and/or negligence of Johnson and was without any fault and/or negligence on the part of the Blighs.
10. As a result of the accident, expenses were incurred in the amount of $6,390.58.

$2,915.60	Repair
$2,673.90	Repair
$301.08	Rental
$500.00	Deductible
$6,390.58	

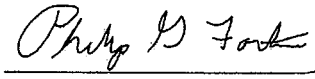
11. The Claimant presents this claim and request for payment and notifies you that unless adjusted and/or paid within thirty (30) days from the date of your receipt, it is the intention of the undersigned to commence an action against you.
12. This Notice of Claim has been timely filed pursuant to General Municipal Law §50-e. as it has been filed within ninety (90) days of the August 9, 2024, accident date.

WHEREFORE, the Claimant respectfully requests that this claim be allowed and paid by the Town of Amherst.

Attachment: DOC110424-11042024145502 (COM-2024-92 : Notice of Claim: New York Central Mutual Fire Insurance Company A/S/O Thomas F.

Dated: October 25, 2024
Edmeston, New York

The Law Office of Philip G. Fortino
Attorneys for the Claimant



Philip G. Fortino, Esq.
PO Box 302
Edmeston, New York 13335
607-965-3601

To: Town of Amherst
5583 Main Street
Williamsville, New York 14221

Attachment: DOC110424-11042024145502 (COM-2024-92 : Notice of Claim: New York Central Mutual Fire Insurance Company A/S/O Thomas F.

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

Francina J. Spoth
Town Clerk

Meeting: 11/12/24 07:00 PM
Department: Town Clerk
DOC ID: 29602

COMMUNICATION 2024-93 **REFERRED**

Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.

11/12/2024
Referred to Attorney

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

SUMMONS

MIDFIRST BANK

Plaintiff,

vs

MORTGAGED PREMISES:
215 Griffith Street
Sloan, NY 14212

KALI DEBERGALIS AS ADMINISTRATOR AND AS HEIR TO THE ESTATE OF LISA SCHULTEN, BRANDON DEBERGALIS AS HEIR TO THE ESTATE OF LISA SCHULTEN, UNITED STATES OF AMERICA ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, TOWN OF AMHERST, UNIFUND CCR PARTNERS

JOHN DOE (Those unknown tenants, occupants, persons or corporations or their heirs, distributees, executors, administrators, trustees, guardians, assignees, creditors or successors claiming an interest in the mortgaged premises.)

Defendant(s).

----------X

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above captioned action and to serve a copy of your Answer on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a Defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Attachment: DOC103124-103120240926S7 (COM-2024-93 : Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Erie County is designated as the place of trial. The basis of venue is the location of the mortgaged premises foreclosed herein.

Dated: October 17, 2024

Jonathan Jacobs

Jonathan W Jacobs, Esq.
Gross Polowy LLC
Attorneys for Plaintiff
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221
Tel.: (716) 204-1700

Attachment: DOC103124-10312024092657 (COM-2024-93 : Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

MIDFIRST BANK

Plaintiff,

vs

KALI DEBERGALIS AS ADMINISTRATOR AND AS HEIR TO THE ESTATE OF LISA SCHULTEN, BRANDON DEBERGALIS AS HEIR TO THE ESTATE OF LISA SCHULTEN, UNITED STATES OF AMERICA ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, TOWN OF AMHERST, UNIFUND CCR PARTNERS

JOHN DOE (Those unknown tenants, occupants, persons or corporations or their heirs, distributees, executors, administrators, trustees, guardians, assignees, creditors or successors claiming an interest in the mortgaged premises.)

Defendant(s).

----------X

COMPLAINT

MORTGAGED PREMISES:
215 Griffith Street
Sloan, NY 14212

The Plaintiff by its attorneys, Gross Polowy LLC, for its complaint against the Defendant(s) alleges upon information and belief as follows:

AS AND FOR A FIRST CAUSE OF ACTION:

1. Plaintiff, MIDFIRST BANK is a Federally Chartered Savings Association organized and existing under the laws of the United States of America and the owner and holder of the subject note and mortgage or has been delegated authority to institute this mortgage foreclosure action by the owner and holder of the subject note and mortgage and has the right to foreclose. Attached here as Schedule A is an attorney certified copy of the original note.

2. On or about February 21, 2006, Lisa Schulten (who died on December 6, 2021, a resident of the county of Erie, State of New York) executed and delivered a note whereby Lisa Schulten promised to pay the sum of $44,548.00 plus interest on the unpaid amount due. The terms of the note were further modified.

3. As security for the payment of the note Lisa Schulten (who died on December 6, 2021, a resident of the county of Erie, State of New York) duly executed and delivered a mortgage, in the amount of $44,548.00 which was recorded as follows.

Attachment: DOC103124-10312024092657 (COM-2024-93 : Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

Recording Date: February 21, 2006
Book 13276/Page 2213
Office of the Erie County Clerk

The mortgage was subsequently assigned to CitiMortgage, Inc.

The mortgage was subsequently assigned to MidFirst Bank.

Said Mortgage was subsequently modified by a Loan Modification Agreement executed by Lisa Schulten on December 1, 2017 and recorded January 10, 2018 in Book M 13842, Page 2472 in the Office of the Erie County Clerk.

4. The mortgaged property is known as 215 Griffith Street, Sloan, NY 14212. The tax map designation is Section 113.21 Block 2 Lot 25. Plaintiff is foreclosing the land, buildings, and other improvements located on the property. The property is more fully described in Schedule B attached to this complaint.

5. Lisa Schulten (who died on December 6, 2021, a resident of the county of Erie, State of New York) failed to comply with the conditions of the note and mortgage by not making the payment that was due on February 1, 2022 and subsequent payments.

6. There is now due and owing on the note and mortgage the following amounts:

Principal Balance: $28,083.03
Interest Rate: 4.125%
Date Interest Accrues from: January 1, 2022

Together with accrued late charges, monies advanced for taxes, assessments, insurance, securing, inspections, posting of notices, maintenance and preservation of the property.

7. In order to protect the value of the property and its rights in the property, the Plaintiff may have to pay additional taxes, assessments, water charges, insurance premiums and other charges and the costs, allowances, expenses of sale, and reasonable attorney's fees for the foreclosure. Plaintiff requests that any amount it pays, together with interest, be included in the total amount due.

8. The defendant(s) may have an interest encumbering the property, which is either subordinate to Plaintiff's mortgage, or paid in full, equitably subordinated, or adverse to Plaintiff's mortgage. The interest of each defendant is set forth in "Schedule C" of this complaint.

9. The interest or lien of the United States of America, the State, City or local government entity is set forth in "Schedule D" of this complaint.

10. Plaintiff has complied with sections 1304 and 1306 of the Real Property Actions and Proceedings Law and with all provisions of section 595-a of the Banking Law and any rules or regulations promulgated there under, and, if applicable, sections 6-l or 6-m of the Banking law.

Attachment: DOC103124-10312024092657 (COM-2024-93 : Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

11. No prior action was brought to recover any part of the mortgage debt.

AS AND FOR A SECOND CAUSE OF ACTION,
PLAINTIFF HEREIN ALLEGES

12. Repeats and realleges the allegations contained in Paragraphs "1" through "11" as though fully set forth herein.

13. That the recorded mortgage, that is the subject of this action, accurately references the address of the property encumbered by the mortgage as: 215 Griffith Street, Sloan, NY 14212.

14. That the legal description in Mortgage recorded on February 21, 2006 in Book 13276, Page 2213 in the Office of the Erie County Clerk and Loan Modification recorded on January 10, 2018 in Book M 13842, Page 2472 in the Office of the Erie County Clerk contained an error to wit: The legal description found on the mortgage spells out the dimensions, while the legal description on the deed uses numbers.

15. Plaintiff hereby requests reformation of the Mortgage recorded on February 21, 2006 in Book 13276, Page 2213 in the Office of the Erie County Clerk and Loan Modification recorded on January 10, 2018 in Book M 13842, Page 2472 in the Office of the Erie County Clerk by Order of this Court as contained in a clause in the Order of Reference stating the following:

ORDERED, that the legal description in the Mortgage recorded on February 21, 2006 in Book 13276, Page 2213 in the Office of the Erie County Clerk and Loan Modification recorded on January 10, 2018 in Book M 13842, Page 2472 in the Office of the Erie County Clerk is hereby reformed so that the property reads as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Sloan, Town of Cheektowaga, County of Erie and State of New York, being part of Lot No. 32, Township 11, Range 7 of the Holland Land Company's Survey, and further distinguished as the southerly 12 feet to Subdivision Lot No. 35, and all of Subdivision Lot No. 252 as shown on Map No. 2 of the Lackawanna Land Association lands filed in Erie County Clerk's Office under Cover No. 242.

WHEREFORE, PLAINTIFF DEMANDS:

a. Judgment accelerating the maturity of the debt and determining the amount due Plaintiff for principal, interest, late charges, taxes, assessments, insurance, maintenance and preservation of the property and other similar charges, together with costs, allowances, expenses of sale, reasonable attorney's fees, all with interest, pursuant to the terms of the Note and Mortgage.
b. That the property be sold at auction to the highest bidder in accordance with the referee's terms of sale.
c. That the interest of the defendant(s) and all persons claiming by or through them

Attachment: DOC103124-10312024092657 (COM-2024-93 : Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)

be foreclosed and their title, right, claim, lien, interest or equity of redemption to the property be forever extinguished.

d. That out of the sale proceeds, the Plaintiff be paid the amounts due for principal, interest, late charges, taxes, assessments, insurance, securing, inspections, posting of notices, maintenance and preservation of the property, and other similar charges, together with court costs, allowances, expenses of sale, and reasonable attorney's fees, all with interest.
e. That the property be sold in as is condition and subject to the facts an inspection or accurate survey of the property would disclose, covenants, restrictions, easements and public utility agreements of record, building and zoning ordinances and violations, and the equity of redemption of the United States of America.
f. That Plaintiff may purchase the property at the sale.
g. That a receiver be appointed for the property, if requested by Plaintiff.
h. That if the Plaintiff possesses other liens against the property, they not merge with the mortgage being foreclosed and that Plaintiff, as a subordinate lien holder, be allowed to share in any surplus proceeds resulting from the sale.
i. Awarding the relief requested in the SECOND cause of action stated in this complaint.
j. That the Court award Plaintiff additional relief that is just, equitable and proper.

Dated: October 17, 2024

Jonathan Jacobs

Jonathan W Jacobs, Esq.
Gross Polowy LLC
Attorneys for Plaintiff
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221
Tel.: (716) 204-1700

Attachment: DOC103124-10312024092657 (COM-2024-93 : Summons and Complaint: Midfirst Bank Vs. Town of Amherst Et Al.)