Amherst Town Board

Regular Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, July 21, 2025 | **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 July 21, 2025 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Late	7:03 PM
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Steven B. Bengart	Town of Amherst	Town Attorney	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Daniel J. Ulatowski	Town of Amherst	Assistant Planning Director/ZEO	Present	

V. MINUTES APPROVAL

1. Monday, July 07, 2025

RESULT:	**ACCEPTED [4 TO 0]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala
AWAY:	Marinucci

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-564

2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment

Request to amend the Bicentennial Comprehensive Plan for 2190-2200 Wehrle Drive from Commercial-Office to Medium Residential.

6/23/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:02 PM.

Attorney Sean Hopkins presented.

The following residents spoke:
Adam Karl, 305 Bellingham
Mary Wolf, 155 Bellingham
Ann Suchyna, 281 Bellingham
Tom Suchyna, 281 Bellingham
Maria Suchyna, 281 Bellingham
Jillian Lenhard, 198 Bellingham
Marc Romanowski, Esq., Windsong Place
Bruce Wisbaum, Windsong Place
Gregory Tobin, 295 Amherston
Brendan Roman, 110 Amherston
Susan Roman, 231 Bellingham
Megan Flowers, 136 Amherston
Tom Suszynski, 136 Amherston
Don Smith, 201 N. Long

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the July 21st Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was adjourned at 8:23 PM.

7/21/2025
A motion to reopen the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at

7:03 PM.

Attorney Sean Hopkins presented updated information.

The following residents spoke:
Adam Karl, 305 Bellingham
John Trabert, 234 Mt Vernon
Don Smith, 201 N. Long
Susan Roman, 231 Bellingham
Mary Wolf, 155 Bellingham
Tom Monkelbaan, 189 Bellingham
Tom Frank, 5403 Main St
Marc Romanowski, Esq., Windsong Place
Bruce Wisbaum, Windsong Place

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the August 18th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:54 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 8/18/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

2. Resolution 2025-629

46-84 South Linden Street Rezoning

Request to rezone 46-84 South Linden Street from R-3 to MFR-5.

7/21/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:55 PM.

Attorney Jeff Palumbo presented.

The following resident spoke:
Don Smith, 201 N Long St

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the August 18th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 8:03 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 8/18/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. **9/11 Commemoration Committee**

   Membership is unlimited.

2. **Amherst Committee on Disabilities**

3. **Amherst Community Diversity Commission**

4. **Amherst Conservation Advisory Council**

5. **Amherst Government Financial Advisory Board**

6. **Amherst Industrial Development Agency**

   Membership is full.

7. **Amherst Veterans Committee**

8. **Arts & Culture in Public Places Board**

9. **Board of Assessment Review**

   Membership is full.

10. **Board of Electrician Examiners**

    Membership is full.

11. **Board of Ethics**

    Membership is full.

12. **Board of Plumbing and Drainage Examiners**

    Membership is full.

13. **Design Advisory Board**

14. **Employee Suggestion Program Merit Award Board**
    Membership is full.

15. **Employee Suggestion Review Committee**

16. **Energy Conservation Citizens Advisory Committee**

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**

21. **Library Board of Trustees**

22. **Minority / Woman Owned Business**

23. **Open Government Advisory Board**

24. **Planning Board**
    Membership is full.

25. **Recreation Commission**

26. **Recycling and Waste Committee**

27. **Senior Services Advisory Board**

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 5-0. Public Expression was opened at 8:04 PM.

The following speakers addressed the Town Board:
Jane Cox, 4584 Harlem Rd – Resolution 2025-640
Joseph Lane, 6 Goldfinch Ct – New Community District draft plan
Matt Plunkett, 299 Northill Dr – Resolution 2025-656
Christina Coyle-Lenz, Chateau Ter E – Streetlight outage on Chateau Terrace
John Trabert, 234 Mt Vernon Rd – Resolution 2025-605
Geri DiCosmo, Meyer Rd – Renaming of Bowmart Parkway
Don Smith, 201 N Long St – Audit report not on Town's website

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Public Expression was closed at 8:25 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2025-630

Amendment to 2025-2030 Capital Improvement Program

Please adopt the following amendment to the 2025-2030 Capital Improvement Program:

CIP#	Description	2025 Current	2025 Amended
YR-3B	Playground Replacement	750 LA	0 LA
YR-1	Youth & Recreation Vehicles & Equip.	220 LA	370 LA
YR-3A	Pool and Splash Park Safety Surfacing	0 LA	150 LA
F-15	Senior Center LED Lighting Project	0 LA	180 LA
F-6	Senior Center Capital Improvements	435 LA	595 LA
Total Project Costs		1,405 LA	1,295 LA

7/21/2025
Consent

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

B. DEPUTY SUPERVISOR LAVIN:

1. Resolution 2025-631

Blazestack Fire Investigation Software Contract

WHEREAS, the Amherst Fire Inspectors Office proposes the renewal of the annual subscription of Blazestack Fire Investigation software contract for documentation and record keeping; and

WHEREAS the software does aid the Amherst Fire Inspector office in properly documenting and recording fire investigation reports.

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves a transfer not to exceed $4,000.00 from Avoidable Alarm Fund T2999.4002 for the renewal of the Blazestack Fire Investigation Software contract.

7/21/2025
Consent

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

2. Resolution 2025-632

Fire Prevention Week Ad in the Amherst Bee

WHEREAS, Fire Prevention week is the week including October 9th as proclaimed in 1925 by President Calvin Coolidge to commemorate the Great Chicago Fire, and

WHEREAS, the October 5-11, 2025 Fire Prevention campaign "Charge into Fire Safety: Lithium-Ion Batteries in Your Home" works to educate about the essentials of the sounds of fires, how to aid, assist, and avoid when a fire ensues; and

WHEREAS, the Town of Amherst strives to keep its residents safe and has historically paid for an ad in the Amherst Bee to promote this important campaign with fire prevention activities at all ten of the fire departments in the Town.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves a Fire Prevention Week full page ad in the Amherst Bee for all fire departments in the Town of Amherst to be paid from Avoidable Alarm Fund T-2999.4002.

7/21/2025
Consent

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

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

1. Resolution 2025-633

Board of Ethics Appointment

WHEREAS, the Board of Ethics currently has a Board of four (4) members, who shall continue to serve until their term of appointment expires; and

WHEREAS, Mark Carney's term has expired as a member of the Board of Ethics, therefore, leaving a vacancy; and

WHEREAS, Prachee Samant has expressed interest in serving on the Board as a member;

NOW, THEREFORE, BE IT RESOLVED, that the Amherst Town Board approves the appointment of the Prachee Samant for a term to expire 12/31/2030.

7/21/2025
Consent

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

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

B. TOWN CLERK:

1. Resolution 2025-634

Fireworks - Park Country Club

Request for fireworks permit on August 2, 2025, at approximately 9:45PM at Park Country Club, 4949 Sheridan Drive with the following conditions:

1. That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 560 feet. (Maximum shell size- 8 inches)

2. That one (1) 5-lb ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.

3. That trajectory of shells shall not come within 25 feet of overhead objects.

4. That shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters: Steven Knapp, and Joshua Knapp

5. Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.

6. Crowds over 1000 people require a crowd manager as per the IFC.

7. If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.

8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.

7/21/2025
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2025-635

Request to Schedule Public Hearing - Demolition of 667 Emerson Drive

WHEREAS, the property at 667 Emerson Drive has been deteriorating for a significant period of time; and

WHEREAS, the Commissioner of Building has determined that in accordance with Section 151-56A of the Property Maintenance Code of the Town of Amherst, the dwellings have become so out of repair as to be dangerous, unsafe, insanitary, or otherwise unfit for human habitation or occupancy, and that it is unreasonable to repair the structures, that the dwellings should be demolished; and

WHEREAS, the Commissioner of Building further recommends that in accordance with Section 151-53 of the Property Maintenance Code, the appropriate persons and entities should be put on notice that the dwelling and accessory structures must be either demolished or brought into compliance with all applicable codes by the Town Board meeting held on September 30, 2025, otherwise the Town of Amherst will proceed with demolition and place the attendant costs on the property owner;

NOW THEREFORE BE IT RESOLVED that the Town Board hereby schedules a public hearing for the Town board meeting held on September 30, 2025, for the purpose of considering the demolition of the dwelling at 667 Emerson Drive, Amherst, New York 14226.

7/21/2025
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2025-636

Budget Transfers and Amendments

For July 21, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 07/16/2025
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 AMENDMENTS – 2025

INCREASE:	***INCREASE***
N2440.02785 AMH HOME- PI $170.00	N2440.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.	
N2256.03089 State ACH Grant-State Aid $33,105.00	N2256.4000 Contractual $29,794.00 N2256.1000 Personal Svcs $3,075.71 N2256.8030 FICA $235.29
To recognize State AHC Grant revenue ck #11884.	

7/21/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-637

Award Bid #2025024 Vehicle Service and Parts - CRS #5693 & 5694

WHEREAS, the Contract Compliance and Administration Department received bids on June 26, 2025 for Vehicle Service and Parts; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to West Herr Ford of Amherst and 3955 WH Road LLC dba West Herr Chevrolet of Williamsville; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with West Herr Ford of Amherst and 3955 WH Road LLC dba West Herr Chevrolet of Williamsville.

7/21/2025
Consent

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

H. COURT:

1. Resolution 2025-638

Bryne Memorial Justice Assistance Grant Amendment CRS #5689

Whereas, kindly adopt a resolution authorizing the Supervisor to adopt and execute a one-month extension as well as a change of budget amounts in individual categories, on a previously approved and executed Grant between the Town of Amherst (Court) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the Byrne Memorial Justice Assistance Grant awarded the Amherst Town Court, CRS ID #5689 is attached.

7/21/2025
Consent

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

2. Resolution 2025-639

Bryne Memorial Justice Assistance Grant Amendment CRS #5697

Whereas, kindly adopt a resolution authorizing the Supervisor to adopt and execute as a change of budget amounts in individual categories, on a previously approved and executed Grant between the Town of Amherst (Court) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the Byrne Memorial Justice Assistance Grant awarded the Amherst Town Court, CRS ID #5697 is attached.

7/21/2025
Consent

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

I. ECONOMIC DEVELOPMENT:

1. Resolution 2025-640

Authorize Supervisor to Submit a Smart Growth Planning Grant Application for the Preparation of a New Comprehensive Plan

WHEREAS, the Town of Amherst's existing Bicentennial Comprehensive Plan was adopted in 2007 and last amended in 2020; and

WHEREAS, the Town is experiencing a range of complex challenges and emerging trends that necessitate consideration of a new Plan; and

WHEREAS, the Town has recently conducted several planning studies and initiatives that should be integrated into a new Comprehensive Plan to reflect current perspectives and ensure consistency with these efforts; and

WHEREAS, the development of a new Comprehensive Plan is essential to articulating a shared community vision, guide future land use and development, and providing a basis for regulatory and policy decisions;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby commits to providing the required local match to meet the ten percent (10%) minimum contribution for the New York State Smart Growth Planning Grant Program; and

BE IT FURTHER RESOLVED, that the Amherst Town Supervisor, is hereby authorized and directed to prepare, submit, and execute all necessary documents in connection with an application for funding through the New York State Department of State Smart Growth Planning Grant Program for the purpose of developing a new Comprehensive Plan, including entering into a project agreement with the State upon approval of said application; and

BE IT FURTHER RESOLVED that the Supervisor is authorized and directed to complete all required forms, certifications, and attachments for submission through the New York State Consolidated Funding Application in pursuit of said grant assistance.

7/21/2025
Consent

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

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2025-641

Authorization to Install One (1) Fire Hydrant Cimarand Drive Waterline Replacement Project TOA Project No. 2025.014

We are hereby requesting authorization to have one (1) fire hydrant installed at the above location.

The Erie County Water Authority and Erie County Department of Health require the installation of one (1) additional fire hydrant 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 hydrant will be the 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 approve the installation of the referenced hydrant. The Town is to pay the annual maintenance fee of $160.80 each for a total of $160.80.

May we have your approval for the installation of one (1) additional fire hydrant?

Thank you for considering this request.

7/21/2025
Consent

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

2. Resolution 2025-642

Change Order No. 1 & Final Bauman Road Waterline Replacement Project 2022.018 CRS #5709

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract by $61,040.07. This change will reduce the overall project costs to reflect actual quantities utilized during construction.

This request is contingent on successful completion of the contract review process. The required funding for this project shall be reduced from KP 2416-4972.

Thank you for considering this request.

7/21/2025
Consent

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

L. FINANCE:

M. HIGHWAY

N. HUMAN RESOURCES:

1. Resolution 2025-643

Police Officer/Police Department

Please appoint a Police Officer to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII(c). Effective July 22, 2025 at an annual salary of $69,522. Contingent upon successful completion of all pre-employment requirements and Erie County Civil Service Rules and Regulations for Gregory Yensan.

7/21/2025
Consent

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

2. Resolution 2025-644

Memoranda of Agreements - Amherst Police Chief and Assistant Chief

BE IT RESOLVED that the Town Board herby authorizes the supervisor to sign amendments to the Memoranda of Agreements regarding certain benefits with the Amherst Police Chief and Assistant Chief.

7/21/2025
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2025-645

To Authorize the Planning Department to Expend Funds from a Trust Account to Fund Design Costs for Tupelo Park

WHEREAS, in Town Board Communication 2023-46 the owner of land identified as 75 Tupelo Lane (SBL:26.06-8-33) offered to donate a 1.6± acre vacant parcel of land located on the west end of Tupelo Lane, east of its intersection with Cherry Laurel Lane to the Town; and

WHEREAS, the Bicentennial Comprehensive Plan supports the acquisition of property to preserve wetlands and open space and 75 Tupelo Lane provides both a new park space, and preserves the sensitive environmental features of open wetlands; and

WHEREAS, in Resolution 2024-101 the Town accepted the land donation of 75 Tupelo Lane and the Town completed the land transaction; and

WHEREAS, in Town Board Resolution 2025-596 the Town transferred funds from the recreation fee trust account to initiate design services on this park site, and

WHEREAS, the Town has consultants under term contract for the purpose of completing design services on Town property, now

THEREFORE, BE IT FURTHER RESOLVED, that the Amherst Town Board hereby authorizes the Planning Department to expend up to $7,050.00 from Trust Account T-2023-4001 for design costs for Tupelo Park.

7/21/2025
Consent

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

Q. POLICE:

R. SENIOR SERVICES:

1. Resolution 2025-646

Class Instructor, Mary Ann Belus CRS #5652

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Mary Ann Belus, Class Instructor.

7/21/2025
Consent

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

2. Resolution 2025-647

Class Instructor, Loretta Kaminsky CRS #5651

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Loretta Kaminsky, Class Instructor.

7/21/2025
Consent

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

3. Resolution 2025-648

Class Instructor, Mary Jo LaClair CRS #5653

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Mary Jo LaClair, Class Instructor.

7/21/2025
Consent

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

4. Resolution 2025-649

Class Instructor, Tracie G. Zappia CRS #5702

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Tracie G. Zappia, Class Instructor.

7/21/2025
Consent

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

5. Resolution 2025-650

Class Instructor, Douglas Routt CRS #5701

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Douglas Routt, Class Instructor.

7/21/2025
Consent

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

6. Resolution 2025-651

State of New York Contract for Grants - NYS Office for the Grants CRS #5707

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract Amendment between the Town of Amherst (Senior Services) and the New York State Office for the Aging.

7/21/2025
Consent

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

S. SEWER/PLANT 16:

1. Resolution 2025-652

TOA Bid 2023028 Control System Integrator Bid Extension Black Rock Controls CRS No.5690

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Black Rock Controls, LLC. The terms and conditions within Town of Amherst Bid 2023028 Control Systems Integrator will remain the same. The term of this contract extension will be from August 21, 2025 through August 20, 2027.

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

Funds for this request are available in G9916-4110.

Thank you for considering this request.

7/21/2025
Consent

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

2. Resolution 2025-653

Bid 2023029 Bulk Liquid Oxygen LINDE Inc. CRS No. 5691

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Linde Inc. The terms and conditions within the current contract Bid 2023029 – Bulk Liquid Oxygen will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from August 7, 2025 through August 6, 2026

Funds for this request are available in G9916-4960.

Thank you for considering this request.

7/21/2025
Consent

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

3. Resolution 2025-654

Storm Sewer System Grant Application for MS4 Mapping Phase III

WHEREAS, The Town of Amherst adopted a revised Stormwater Management Plan in 2024 per GP-0-24-001; and

WHEREAS, The Town needs updated field data to develop accurate GIS mapping to improve conveyance system components in identified problem areas and better manage the stormwater system; and

WHEREAS, MS4 Mapping Phase III will start the creation of accurate GIS mapping of the existing stormwater management system which will allow the Town to schedule required maintenance and more easily keep track of system updates and illicit discharges; and

WHEREAS, the Town Board desires to provide the MS4 Mapping Phase III for its residents at the lowest possible cost to Town taxpayers; and

WHEREAS, the Town Board commits to providing the required local matching funds of $7,500 to ensure the timely implementation of the proposed project;

NOW THEREFORE BE IT RESOLVED, Brian J. Kulpa, Supervisor of the Town of Amherst, is hereby authorized and directed to file an application for funds from the New York State Department of Environmental Conservation in accordance with the provisions of the Environmental Protection Fund program, in an amount not to exceed $67,500 and, upon approval of said application for funds to enter into and execute a project to execute the Master Contract with the State for such financial assistance to the Town of Amherst for the MS4 Mapping Phase III.

NOW BE IT FURTHER RESOLVED that Brian J. Kulpa, Supervisor of the Town of Amherst be authorized and directed to complete the necessary application, forms, and attachments to be submitted through the New York State Consolidated Funding Application for the purpose of securing this grant.

7/21/2025
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2025-655

User Agreement (Car Show) CRS #5706

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and the Rotary Club of Williamsville to use the parking lot of the Northtown Center at Amherst for a charity car show on August 17, 2025.

7/21/2025
Consent

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

2. Resolution 2025-656

Emergency Purchase Request - R22

WHEREAS, due to multiple small leaks on NHL rink #1 which cannot be fixed without a major capital project, and

WHEREAS, the increased and sustained temperatures during the months of June and July put added stress on the refrigeration system in trying to maintain the ice at a safe temperature, and

WHEREAS, the south end ice system at the Northtown Center at Amherst was in need of R-22, and

WHEREAS, shutting down the rink would result in a significant loss of revenue, and

WHEREAS, the price of R-22 is so volatile that vendors will not agree to long-term contracts, and

WHEREAS, not all local suppliers carry the amount of R-22 necessary for our facility, and

WHEREAS, quotes for R-22 were received from Trane Supply, Meier Supply and United Refrigeration,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board authorizes the emergency purchase of R-22 from Trane Supply at the low quote of $29,858.80.

7/21/2025
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-69

Request for Public Hearing - 2577 Millersport Highway

Request from Jeffery Palumbo, Esq. for a public hearing with respect to the rezoning of 2577 Millersport Highway from NB to GB.

This hearing has been scheduled for August 18th.

7/21/2025
Consent

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

2. Communication 2025-70

Amherst Symphony Orchestra Fee Waiver

Request from The Amherst Symphony Orchestra seeking permission to place signs and a waiver of sign permit fees.

Response from the Building Commissioner is attached.

7/21/2025
Consent

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

3. Communication 2025-71

Correspondence from Patrick Sheedy - 2190-2200 Wehrle Drive

Letter from Patrick Sheedy regarding the sanitary demand and stormwater runoff for the proposed multifamily project.

7/21/2025
Referred to Town Attorney & Planning and link to Resolution 2025-564

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

4. Communication 2025-72

Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive

Letter from Sean Hopkins, Esq. regarding the proposed multi-family project at 2190-2200 Wehrle Drive.

7/21/2025
Referred to Town Attorney & Planning and link to Resolution 2025-564

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 1 unlisted item. The motion was seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was opened at 8:30 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was closed at 8:34 PM.

1. Resolution 2025-657

Boulevard Central District Mitigation Funding Toward Niagara Falls Boulevard

SUSPENSION AGENDA ITEM: July 21, 2025

TO: Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: July 18, 2025

RE: **Boulevard Central District Mitigation Funding Toward Niagara Falls Boulevard**

WHEREAS, an Opportunity Zone designation of Census Tract 92 in 2018 provided possible federal tax incentives to investors for redevelopment projects and provided the opportunity for the Town to reimagine and redevelop one of its most successful commercial areas in a comprehensive manner; and

WHEREAS, the Boulevard Central District (BCD) was then created, derived from the Opportunity Zone designation, and is bounded by the Interstate 290 to the north and east, Niagara Falls Boulevard on the west, and generally Sheridan Drive on the south but also includes parcels abutting the south side of Sheridan Drive; and

WHEREAS, to accommodate and attract future development in the BCD and identify environmental impacts and mitigation measures needed as a result this development, the Town of Amherst prepared a BCD Generic Environmental Impact Statement (GEIS) and adopted the Findings Statement in January 2020; and

WHEREAS, a major result of the BCD GEIS is the requirement that developers of projects in the BCD contribute a proportionate share of the cost of identified mitigation projects such as roadway, sanitary sewer, and water system upgrades needed to offset the impacts of that development ("development mitigation costs") as outlined in a mitigation schedule that identifies the fees to be collected and allocated to the specific mitigation projects; and

WHEREAS, the Town is currently working on a Supplemental GEIS (SGEIS) which incorporates updated growth projections and related changes to mitigation projects and fees such as those related to transportation and roadway infrastructure upgrades; and

WHEREAS, Niagara Falls Boulevard between the Interstate-290 and Sheridan Drive forms the western boundary of the BCD and is identified as a corridor in the BCD GEIS that requires mitigation; and

WHEREAS, Niagara Falls Boulevard is built out within its right of way and expanding it further is neither feasible nor in the best interest of the Town; and

WHEREAS, the Town is working collaboratively with NYSDOT on identifying mitigation measures along Niagara Falls Boulevard other than geometry changes that could be implemented as part of the mitigation of this corridor in the SGEIS; and

WHEREAS, NYSDOT Region 5 Transportation has identified innovative technologies such as smart signals and an adaptive signal system that would improve traffic flow without the need for physical changes to the highway; and

WHEREAS, the Town is receptive to using BCD mitigation fees collected toward improving all surrounding highways regardless of jurisdiction to better the traffic flow in the area; and

THEREFORE, BE IT RESOLVED, the Town Board supports the contribution of collected mitigation fees from developers towards Niagara Falls Boulevard within the list of identified projects to include:

- Installation of smart signals with video detection (four cameras) at Niagara Falls Boulevard intersections with Ridge Lea Road and the eastbound I-290 ramps
- Adaptive signal software for Niagara Falls Boulevard from Maple Road to the I-290 westbound off ramp; and

THEREFORE BE IT FURTHER RESOLVED, the Town will continue to coordinate with the NYSDOT to identify additional mitigation on State Highways as part of the Town's SGEIS. Mitigation may include but not be limited to signal replacements, intersection improvements, roadway widening, or additional adaptive signal control technology as identified in the SGEIS Statement of Findings.

7/21/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 8:34 PM.

The following speakers addressed the Town Board:
Joseph Lane, 6 Goldfinch Ct – New Community District draft plan
Tom Frank, 5403 Main St – Resolution 2025-640
Matt Plunkett, 299 Northill Dr – Resolution 2025-652 & 640

John Trabert, 234 Mt Vernon Rd – potential sale of 218 & 330 Maple Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 8:43 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Berger and unanimously approved 5-0. The Town Board meeting of July 21, 2025 was adjourned at 8:49 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30564 **RESOLUTION 2025-564** **DECISION DATE**

2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment

Request to amend the Bicentennial Comprehensive Plan for 2190-2200 Wehrle Drive from Commercial-Office to Medium Residential.

6/23/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:02 PM.

Attorney Sean Hopkins presented.

The following residents spoke:
Adam Karl, 305 Bellingham
Mary Wolf, 155 Bellingham
Ann Suchyna, 281 Bellingham
Tom Suchyna, 281 Bellingham
Maria Suchyna, 281 Bellingham
Jillian Lenhard, 198 Bellingham
Marc Romanowski, Esq., Windsong Place
Bruce Wisbaum, Windsong Place
Gregory Tobin, 295 Amherston
Brendan Roman, 110 Amherston
Susan Roman, 231 Bellingham
Megan Flowers, 136 Amherston
Tom Suszynski, 136 Amherston
Don Smith, 201 N. Long

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the July 21st Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was adjourned at 8:23 PM.

7/21/2025
A motion to reopen the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:03 PM.

Attorney Sean Hopkins presented updated information.

The following residents spoke:
Adam Karl, 305 Bellingham
John Trabert, 234 Mt Vernon
Don Smith, 201 N. Long

Susan Roman, 231 Bellingham
Mary Wolf, 155 Bellingham
Tom Monkelbaan, 189 Bellingham
Tom Frank, 5403 Main St
Marc Romanowski, Esq., Windsong Place
Bruce Wisbaum, Windsong Place

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the August 18th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:54 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 8/18/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Town Board Agenda of June 23, 2025

June 17, 2025

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

Subject: Request to Amend Figure 6 of the Town of Amherst Bicentennial Comprehensive Plan from Commercial Office to Medium Residential for 24.9± acres of land, property located at 2190-2220 Wehrle Drive (BCPA-2025-01).

Honorable Members:

This request is to amend the Bicentennial Comprehensive Plan to change the land use designation on Figure 6 for the subject properties from "Commercial Office" to "Medium Residential" (up to 60 units/acre) to allow for the potential future rezoning of the site to Multi-family Residential District-Six (MFR-6) and construction of a mixture of multi-family buildings containing residential units, a clubhouse building and all related site improvements including but not limited to vehicle use areas, recreation areas, stormwater management, landscaping, lighting, utility improvements and connections.

The subject property is a 24.9± acre "rectangular" shaped parcel located on the north side of Wehrle Drive 390± ft. east of Spindrift Drive and 290± feet west of Ridge Court South. The subject site is currently undeveloped with a meadow area and intermittent trees. The western portion of the parcel (formerly 2190 Wehrle Drive) was formerly occupied by a single-family home that has been demolished.

Other Factors affecting the sites:

- Wehrle Drive is an Erie County highway designated as a minor arterial in the Town of Amherst Bicentennial Comprehensive Plan.
- The site is located adjacent to the flight path for runway 5/23 at the Buffalo Niagara International Airport.

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

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Honorable Town Board

Request to Amend the Bicentennial Comprehensive Plan;
Property located at 2190-2220 Wehrle Drive
Agenda of June 23, 2025

History of previous requests:

Bicentennial Comprehensive Plan
None

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

2220 Wehrle Drive

Z-1995-12 The Town Board on December 4, 1995 approved a request to rezone the parcel from R-3 to OB with the following condition.

a. That the mitigation recommended by the NYSDOT and the ECDPW be required.

2190 Wehrle Drive

Z-2000-23 The Town Board on December 17, 2001 approved a request to rezone the parcel from R-3 to OB with the following conditions:

a. The requirements of the ECDPW as stated in a memo dated 11/15/01 be addressed for the development of Phase 1 (40,000 sq. ft.) prior to any final site plan approval for that phase. Any site plans for subsequent phases will be required to update the TIS so that the impact of the office park may be monitored relative to planned road improvements & other developments in the area.
b. The heights of the buildings & structures be limited to 1 story & 35 ft. from finished grade on the east side of the proposed subdivision road.
c. A minimum 50 ft. greenspace buffer be provided along the east property line of 2220 Wehrle Drive.
d. The EPA sewer connection moratorium be approved prior to any connections to the sanitary sewer system.
e. A vehicular connection to the Limestone Office Park from the proposed access road be required when the development extends beyond 800 ft. from Wehrle Drive.

Z-2021-01 The Town Board on June 21, 2021 approved a request to rezone the parcel from R-3 to OB with the following condition:

a. That the petitioner provide further information on the intended use of the northerly buildings to ensure compliance with the allowed uses set forth in §203-4-2(A)

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

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Honorable Town Board

Request to Amend the Bicentennial Comprehensive Plan;
Property located at 2190-2220 Wehrle Drive
Agenda of June 23, 2025

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Based upon the Planning Department Staff memorandum dated May 7, 2025 (attached) and public input from the hearing held on May 15, 2025 by the Planning Board, the Planning Board finds the proposed request is consistent with the following sections of the Comprehensive Plan and the goals and policies found therein:

- The Plan states that for both Medium and Mixed Residential areas, location criteria for higher density housing include proximity to high access corridors served by public transportation, areas near commercial centers and employment concentrations, areas next to educational campuses, and areas near community facilities.
- Chapter 3, Land Use and Development; the location is ideally situated for the proposed land use as it is bordered by multi-family residential development along its western boundary and by single- family residential homes along its eastern boundary.
- Medium Residential is identified in the Comprehensive Plan as a good transitional land use category between commercial and single-family residential.
- Public transportation (NFTA Route #47) is available along Wehrle Drive to nearby economic centers, and Wehrle Drive itself is a minor arterial roadway with connections to Transit Road, Youngs Road, Cayuga Road and Union Road.
- The location of the subject property is within walking distance to the SUNY Erie North campus and the YMCA Williamsville location.
- The amendment should include areas designated for mixed-use development to compliment and serve the residential development, and an area(s) for public recreation and open space.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed mixed residential project consisting of 366 units with attached garages is inconsistent with the allowable uses in the Office Building District (OB) zoning district. The proposed mixed residential project will require a rezoning from Office Building District (OB) to the Multi-family Residential District (MFR-6).

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

Subsequent to the Planning Board's review of the petition a revised concept plan was proposed that incorporates recommendations of the Board's resolution. The revised plan includes: fewer dwelling units; relocation of higher density buildings (4-story) from the east side where they were adjacent to single family homes to the west side adjacent to a National Grid right-of-way; and inclusion of a large community green/open space in the center of the site. The number of proposed units declines from 366 to 332.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Honorable Town Board

Request to Amend the Bicentennial Comprehensive Plan;
Property located at 2190-2220 Wehrle Drive
Agenda of June 23, 2025

ADEQUATE SERVICES AND UTILITIES

Services and utilities necessary for the proposed change in land use must be evaluated with a future rezoning request. The Engineering Department has previously indicated that a downstream sewer capacity analysis will be required. Concerns for adequate water pressure for fire fighting and potable water need must also be further evaluated in advance of a rezoning decision.

RECOMMENDATION

The Planning Board at their meeting of May 15, 2025 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 approved.

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
Att.
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2025\BCPA-2025-01_(2190-2200_Wehrle_Dr)_2025\BCPA-2025-01_Town_Board_Letter_062325.docx
cc: Steven B. Bengart, Town Attorney

Planning Board Approval May 15, 2025
Ayes 5; Noes 1 (Penberthy); Absent 1 (Gill)

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2025-01

PETITIONER
Young Development, Inc.
c/o Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy
35 California Drive, Suite 100
Williamsville, NY 14221

PROPERTY LOCATION
2190-2220 Wehrle Drive

MAY 23 2025 PM 5

WHEREAS the Town of Amherst Planning Board on Thursday, May 15, 2025 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 consistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan and the goals and policies found therein:
- The Plan states that for both Medium and Mixed Residential areas, location criteria for higher density housing include proximity to high access corridors served by public transportation, areas near commercial centers and employment concentrations, areas next to educational campuses, and areas near community facilities.
- Chapter 3, Land Use and Development; as the location is ideally situated for the proposed land use as it is bordered by multi-family residential development along its northwest boundary and by single- family residential homes along its eastern boundary. Medium Residential is identified in the Comprehensive Plan as a good transitional land use category between commercial and single-family residential.
- Medium Residential is identified in the Comprehensive Plan as a good transitional land use category between commercial and single-family residential.
- Public transportation (NFTA Route #47) is available along Wehrle Drive to nearby economic centers, and Wehrle Drive itself is a minor arterial roadway with connections to Transit Road, Cayuga Road and Union Road.
- The location of the subject property is within walking distance to the SUNY Erie North campus and the YMCA Williamsville location.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2025-01

PETITIONER
Young Development, Inc.

PROPERTY LOCATION
2190-2220 Wehrle Drive

MAY 23 2025 PM1

- The amendment should include areas designated for mixed-use development to compliment and serve the residential development, and an area(s) for public recreation and open space.

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

C. The proposed change does improve the balance of land uses, and does meet a specific demand in the Town.

D. The land surrounding the subject request is comprised of single-family housing, multi-family housing and offices developed according to the requirements of the R-3, MFR-5 and OB zoning 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 Figure 6 in the Bicentennial Comprehensive Plan to Medium Residential be approved with the consideration for the inclusion of commercial/mixed-use and Recreation, Open Space and Greenways land uses on the subject parcel.

The foregoing resolution was adopted by the Town of Amherst Planning Board, May 15, 2025; moved by Davis; seconded by O'Rourke; ayes 5; noes 1 (Penberthy); absent 1 (Gill).

Michael J. Chmiel, Planning Board Chair

5/22/25
Date

SM/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2025\BCPA-2025-01_(2190-2200_Wehrle_Dr)_2025\BCPA-2025-01_resolution_051525.doc-
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
ECDEP
ECDPW
NYSDOT
NYSDEC
ACAC
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Patrick Sheedy, Jr., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Amended Bicentennial Comprehensive Plan Amendment Application & Supporting Documentation
2190-2200 Wehrle Drive
Applicant: Young Development Inc.
Date: April 23, 2025

TOWN OF AMHERST PLANNING DEPARTMENT

Request for Bicentennial Comprehensive Plan Amendment

For Official Use

File #: BCPA-2025-01 **Acreage** 24.9 **Fee $** 15.00

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**	$15.00

Fee schedule subject to change by future Town Board action

TOTAL FEE: $15.00

TO BE COMPLETED BY APPLICANT

Petitioner:

Name: Young Development Inc. c/o Sean Hopkins, Esq.

Address: 35 California Drive, Suite 100
Williamsville (City) NY (State) 14221 (Zip Code\)

Phone: 716.510-4338 Fax _____

Email: shopkins@hsmlegal.com

A completed Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is provided at Exhibit "2". A copy of the updated Concept Site Plan [Drawing C-100 - Date: 04/24/25] as prepared by Carmina Wood Design is provided at Exhibit "3" and a full size copy is also attached.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Owner of Land (if different than above):

Name: Acquest Wehrle LLC

Address: 501 John James Audubon Parkway, Suite 400

1454 Main Street, Williamsville, NY 14221

City State Zip Code

Phone: _____

E Mail: _____

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

Name: Same as Above.

Address: _____

_____

City State Zip Code

Phone: _____ Fax _____

E Mail: _____

Petitioner's interest in property

- ☐ Option to purchase
- ☐ Owner
- ☒ Other (explain) The Petitioner has entered into a contract to purchase 2190 Wehrle Drive

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

Not Applicable.

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

2190-2200 Wehrle Drive

SBL #(s): 81.02-1-10.1

INFORMATION ON REQUEST

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

   Section(s) #/page(s): _____

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

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

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:	**TO:**
☐ Rural Residential	☐ Rural Residential
☐ Single Family Residential	☐ Single Family Residential
☐ Mixed Residential	☒ Mixed Residential
☐ Medium Residential	☒ Medium Residential
☐ Commercial/ Mixed Use*	☐ Commercial/ Mixed Use*
☐ Special Use Center	☐ Special Use Center
☒ Commercial-Office	☐ Commercial-Office
☐ Industrial-Office	☐ Industrial-Office
☐ Community Facilities	☐ Community Facilities
☐ Educational Campus	☐ Educational Campus
☐ Recreation, Open Space, & Greenways	☐ Recreation, Open Space, & Greenways
☐ Agriculture	☐ Agriculture
☐ Transportation	☐ Transportation
*Additional Designations in Figure 6-A:	*Additional Designations in Figure 6A:
☐ Suburban Center	☐ Suburban Center
☐ Suburban Corridor	☐ Suburban Corridor
☐ Traditional Areas	☐ Traditional Areas

[Note: Copy of Figure 6 attached as Exhibit "4"

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

Figure # or Name: _____

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

A. Description of any prospective action: [See Attached Exhibit "5"]

B. Rationale for request of amendment: [See Attached Exhibit "6"]

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-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

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.

[Patrick Sheedy Jr, PE - engineer on behalf of the applicant]

Signature of Petitioner

Subscribed and sworn to before me this 18TH *day of* February, *20* 25

Notary Public, Erie County, New York

[Note: Authorization Letter attached as Exhibit "1"]

Joseph E. Dorobiala
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DO6386366
Qualified in Erie County
Commission Expires January 22, 2027

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

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

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

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

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

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

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

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Exhibit 1 - Authorization Letter of Property Owner

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

ACQUEST WEHRLE LLC
5554 MAIN ST
WILLIAMSVILLE, NY, 14221

Town of Amherst
5583 Main Street
Williamsville, NY 14221

RE: 2190 WEHRLE DR, Amherst, Erie County, State of New York

Ladies and Gentlemen:

Please be advised that we authorize Young Development Inc. to appear before the Town Board in connection with the rezoning and/or approvals of the above property.

Very truly yours,

ACQUEST WEHRLE LLC

By:

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Exhibit 2 - Part 1 of Full EAF with Attachment A

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Full Environmental Assessment Form
Part 1 - Project and Setting

Part 1 of Full EAF with Attachment A
2190 Wehrle Drive - BCPA
Date: February 18, 2025

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: Uptown Apartments Project		
Project Location (describe, and attach a general location map): 2190 Wehrle Drive [SBL: 81.02-1-10.1] - Town of Amherst - Erie County		
Brief Description of Proposed Action (include purpose or need): The proposed project (the "action") consists of the development of 2190 Wehrle Drive (the "Project Site") as a multifamily project consisting of 366 attached residential units for lease and all proposed site improvements. The action has been defined broadly to include all required discretionary approvals and permits from the municipal boards of the Town of Amherst and involved agencies as well as all proposed site improvements including four-story multifamily buildings, internal access aisles and parking spaces, driveways, storm water improvements, landscaping, lighting, and all required utility improvements and connections. The action is a Type I action pursuant to SEQRA since it involves more than 250 residential units.		
Name of Applicant/Sponsor: Young Development Inc. c/o Sean Hopkins	Telephone: 716.510--4338 E-Mail: shopkins@hsmlegal.com	
Address: 35 California Drive, Suite 100		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Acquest Wehrle Drive LLC	Telephone: E-Mail:	
Address: 5554 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

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 - Comp. Plan Amendment & Rezoning from R-3 to OB	February 18, 2025
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board - Site Plan Approval	To be Determined
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☑Yes ☐No	AIDA - PILOT, etc.	To be Determined
e. County agencies ☑Yes ☐No	ECWA - Water; ECDPW - Highway Work Permit & ECHD	To be Determined
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC - DSCA & SPDES Permit	To be Determined
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

NYS Heritage Areas:West Erie Canal Corridor

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

If Yes, identify the plan(s):

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

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?
Office Building District ("OB")

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? Multifamily Residential District 6 ("MFR-6"

C.4. Existing community services.

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

b. What police or other public protection forces serve the project site?
Town of Amherst Police Department

c. Which fire protection and emergency medical services serve the project site?
Main Transit Fire Department

d. What parks serve the project site?
ECC - North Campus

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)? Multifamily residential

b. a. Total acreage of the site of the proposed action? 24.9 acres
b. Total acreage to be physically disturbed? 24.9 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 24.9 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: 36 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: _____

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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				366
At completion of all phases				366

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

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 18 height; 60 width; and 150 length

iii. Approximate extent of building space to be heated or cooled: 9,000 square feet

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

If Yes,

i. Purpose of the impoundment: Stormwater management

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

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

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): Dry stormwater pond

D.2. Project Operations

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

If Yes:

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

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

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

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

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

If yes, describe. _____

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

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

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

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

ix. Summarize site reclamation goals and plan: _____

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

If Yes:

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

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

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

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

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

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 80,520 gallons/day

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

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

iii. Will line extension within an existing district be necessary to supply the project? ☐ 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: 80,520 gallons/day

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

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

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

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

If Yes:

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

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

If Yes:

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

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

_____

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

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

If Yes:

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

_____ Square feet or 15 acres (impervious surface)

_____ Square feet or 24.9 acres (parcel size)

ii. Describe types of new point sources. building roofs, parking areas

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)?

onsite stormwater management system

- 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)

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

If Yes:

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

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

_____

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

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

_____

_____

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

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 0 Proposed 839 Net increase/decrease + 839

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: _____

Unknown at this time.

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

National Grid

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

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

i. During Construction:

- Monday - Friday: 7am to 5pm
- Saturday: as needed
- Sunday: n/a
- Holidays: n/a

ii. During Operations:

- Monday - Friday: 24 hr
- Saturday: 24 hr
- Sunday: 24 hr
- Holidays: 24 hr

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

If yes:

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

Unavoidable noise generated during normal construction activities is a short term and unavoidable impact.

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

Describe: _____

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

If yes:

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

all site lighting to compliant with Town of Amherst light requirements, all lighting to be dark sky compliant

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: _____

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s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐

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:

Commercial, industrial, medical, office, single family residential and multifamily residential

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.0	15.0	+ 15.0
• Forested	0.0	0.0	0.0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	24.9	0.0	- 24.9
• Agricultural (includes active orchards, field, greenhouse etc.)	0.0	0.0	0.0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0	0.0	0.0
• Wetlands (freshwater or tidal)	0.0	0.0	0.0
• Non-vegetated (bare rock, earth or fill)	0.0	0.0	0.0
• Other Describe: greenspace/landscaping	0.0	9.9	+ 9.9

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

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:
Childtime on Spindrift Drive, DENT Neurologic Institute and ECC North Campus

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: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 6.5 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:

Illion silt loam	34 %	
Liam loam	10 %	
Newsteam loam	10 %	Ovid silt loam, 46%

d. What is the average depth to the water table on the project site? Average: 1 feet

e. Drainage status of project site soils:

☐	Well Drained:	_____% of site
☐	Moderately Well Drained:	_____% of site
☑	Poorly Drained	100 % of site

f. Approximate proportion of proposed action site with slopes:

☑	0-10%:	100 % of site
☐	10-15%:	_____% of site
☐	15% or greater:	_____% of site

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

h. Surface water features.

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

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

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

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters 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: _____

[Note: A copy of the Jurisdictional Determination issued by the USACE on Janury 22, 2021 confirming there are not any jurisdictional wetlands on the Project Site is provided at Attachment "A".]

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

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

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑ No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☑ No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

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: Glen Park

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

iii. Distance between project and resource: 2.3 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 Young Development Inc. Date February 18, 2025

Signature _____ Title Counsel for Project Sponsor

PRINT FORM

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

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

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Illion silt loam	✔				
Lima loam	✔				
Newstead loam	✔				
Ovid silt loam	✔				

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

   ✔ Geotechnical report attached _____ Not applicable

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

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

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

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
   Not Applicable

6. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: ☐ Yes ☑ No

   Describe_____

   (Potential environmental impacts from adjacent or nearby projects undergoing the approval process will receive a coordinated environmental review to determine cumulative effects on common receivers (e.g. traffic and drainage corridors) and other relevant environmental concerns.)

7. Maximum number of vehicular trips to be generated per hour upon completion of project 147
   Source: ITE Trip Generator - Traffic Impact Report to be submitted once completed.

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

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

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:

    80,520 average flow 322,080 peak flow.

    (Please note that average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Attachment A of Part 1 of the Full Environmental Assessment Form

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, BUFFALO DISTRICT
1776 NIAGARA STREET
BUFFALO, NEW YORK 14207-3199

January 22, 2021

Regulatory Branch

SUBJECT: Jurisdictional Determination, Department of Army Processing No. LRB-2000-00680

Acquest Development, LLC
Omar Abu-Sitta
5554 Main St
Buffalo, NY 14221

Dear Mr. Abu-Sitta:

This pertains to your recent request for a jurisdictional determination for a 24.59-acre parcel of land located at 2220 and 2190 Wehrle Drive, in the Town of Amherst, Erie County, NY.

Section 404 of the Clean Water Act (CWA) establishes Corps of Engineers jurisdiction over the discharge of dredged or fill material into waters of the United States, including wetlands, as defined in 33 CFR Part 328.3.

I have evaluated your submitted wetland delineation map and have determined that the wetland and water boundaries shown on the map accurately represent on-site conditions. I am hereby verifying the wetland and water boundaries depicted on the attached wetland delineation map(s) with an Approved Jurisdictional Determination (AJD) as described below.

I have determined that the areas identified as Wetlands 1-5 and Ditches 1 and 2 on the parcel and on the AJD form are excluded waters as defined in the Navigable Waters Protection Rule. Therefore, these waters are not regulated under Section 404 of the CWA. Accordingly, you do not need Department of the Army authorization to commence work in these areas.

This verification will remain valid for a period of five (5) years from the date of this correspondence unless new information warrants revision of the delineation before the expiration. At the end of this period, a new wetland delineation will be required if a project has not been completed on this property or additional impacts are proposed for WOUS.

If you object to this AJD, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal the above JD, you must submit a completed RFA form within 60 days of the date on this letter to the Great Lakes/Ohio River Division Office at the following address:

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Suzanne Chubb
Regulatory Appeals Review Officer
US Army Corps of Engineers
Great Lakes and Ohio River Division
550 Main Street, Room 10-714
Cincinnati, Ohio 45202-3222
Phone: 513-684-7261 Fax: 513-684-2460

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 C.F.R. part 331.5, and that it has been submit an RFA form, it must be received at the above address by March 22, 2021.

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

Lastly, the AJD has been conducted only to identify the limits of wetlands/waters that may be subject to Corps Clean Water Act or Rivers and Harbors Act jurisdiction. This delineation/determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985, as amended. If you or your tenant are United States Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resource Conservation Service prior to starting work.

I encourage you to contact the appropriate state and local governmental officials to ensure that the proposed work complies with their requirements.

Questions pertaining to this matter should be directed to me at (716) 879-4314 by writing to the following address: U.S. Army Corps of Engineers Regulatory Branch 1776 Niagara Street, Buffalo, NY 14207 or by e-mail at: steven.v.metivier@usace.army.mil.

Sincerely,

Steven V. Metivier

Steven V. Metivier
Chief, NY Permit Evaluation Section

Enclosures
cc: Thomas Somerville (Earth Dimensions, Inc.)

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

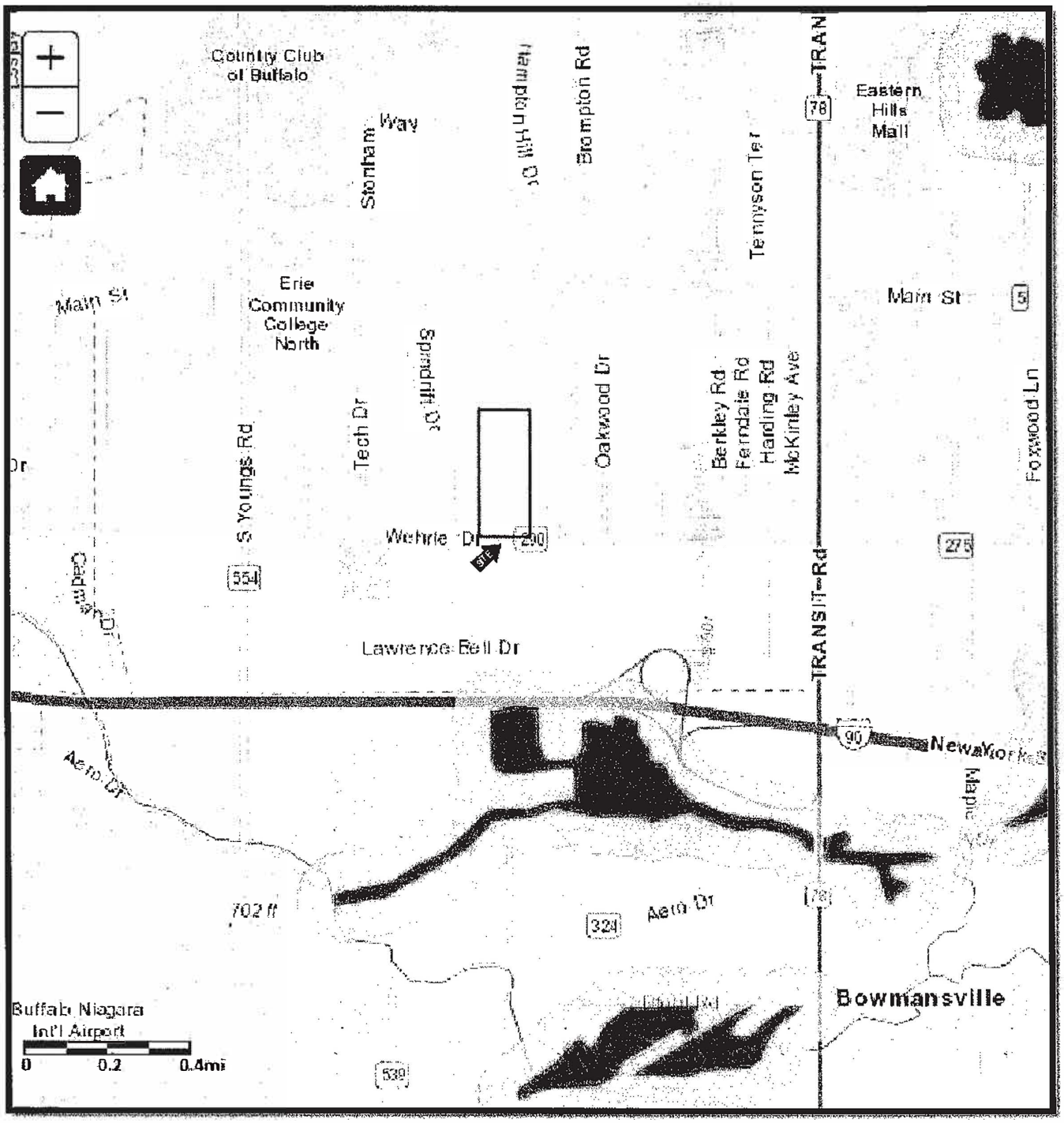


FIGURE 4: NYSDEC ENVIRONMENTAL RESOURCE MAPPER

http://www.dec.ny.gov/imsmaps/ERM/viewer.htm (Visited 10/31/18)

2190-2220 Wehrle Drive

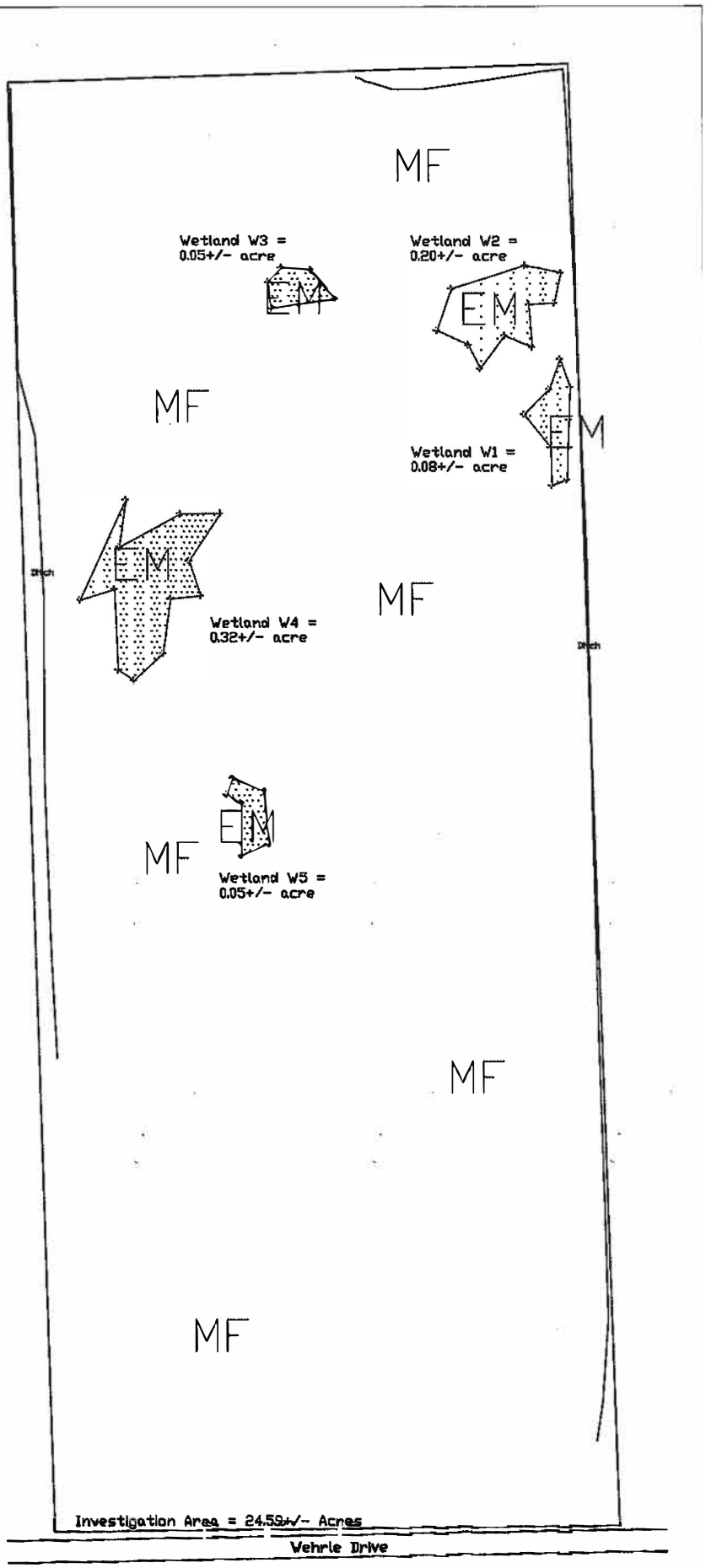
Town of Amherst, Erie County, New York

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Figure 5 - General Vegetation Map

Town of Amherst Erie County, New York

EARTH DIMENSIONS, INC.
1091 Jaudon Road • Elma New York 14059
(716) 655-1717 •Fax (716) 655-2915 •www.earthdimensions.com



2190-2220 Wehrle Drive

LEGEND

- Limits of Investigation
- Community Boundary
- W1-1 Wetland Boundary Flag
- Wetland Area
- MF Mowed Field
- EM Emergent Marsh

Scale: 0 100' 200'

Map Date: October 31, 2018/ TJS for EDI
Revised:

Base Map Provided By: Trimble Geo 7X

File Name: Delineation map.dwg

EDI Project Code: W24K05d

Acquest 2190-2220 Wehrle Drive
DA Number 2000-0

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

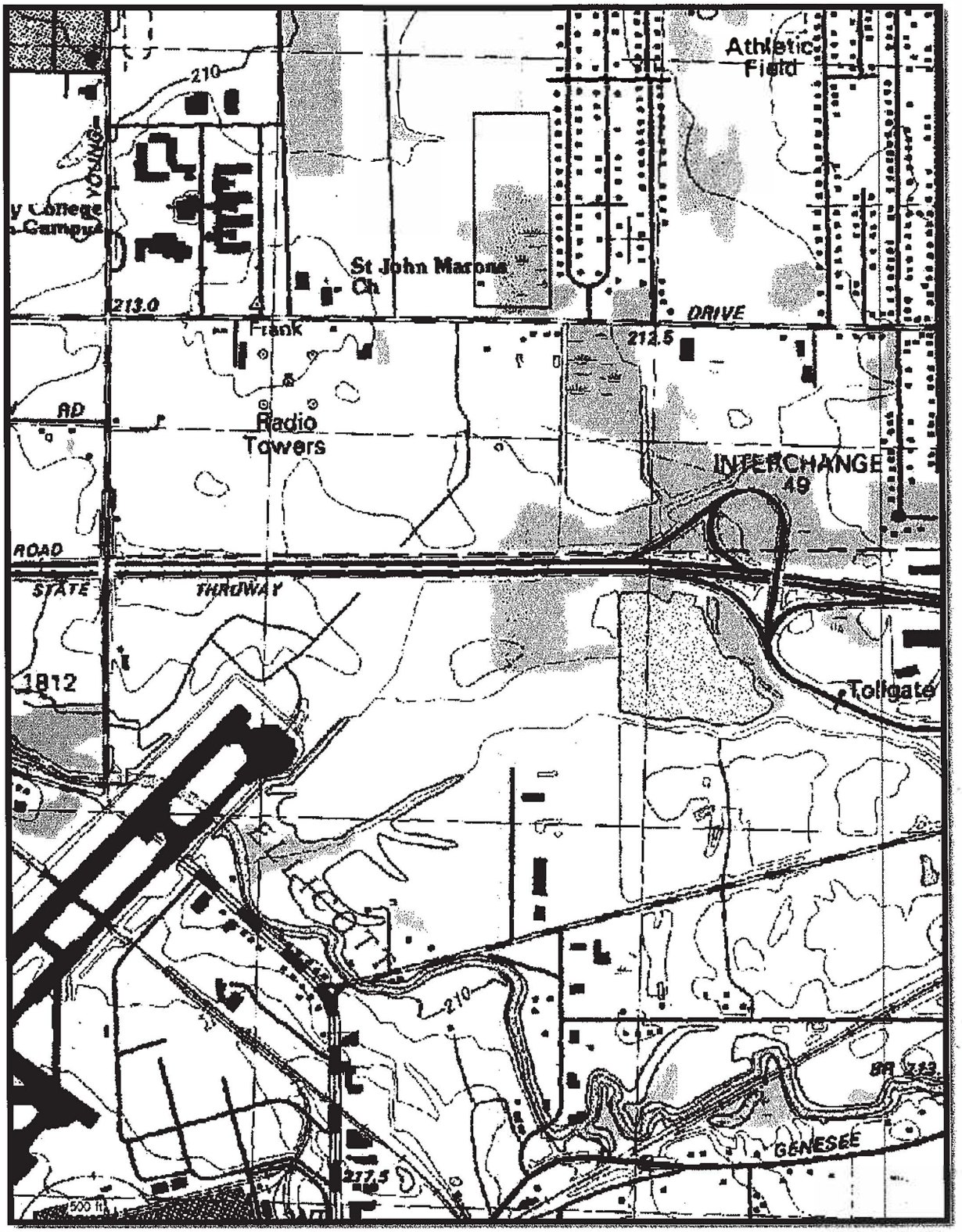


FIGURE 7: DRAINAGE MAP

Lancaster Quadrangle / 2002 DeLorme

2190-2220 Wehrle Drive

Town of Amherst, Erie County, New York

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL		
Applicant: Acquest Development, LLC	File Number: LRB-2000-00680	Date: January 22, 2021
Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
X	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

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

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

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

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

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

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

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

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

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

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

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:	If you only have questions regarding the appeal process you may also contact:
Steven Metivier U.S. Army Corps of Engineers 1776 Niagara Street Buffalo, New York 14207 Steven.V.Metivier@usace.army.mil (716) 879-4314	Suzanne Chubb Regulatory Appeals Review Officer US Army Corps of Engineers Great Lakes and Ohio River Division 550 Main Street, Room 10-714 Cincinnati, Ohio 45202-3222 Phone: 513-684-7261 Fax: 513-684-2460

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

	Date:	Telephone number:
_____ Signature of appellant or agent.		

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE

I. ADMINISTRATIVE INFORMATION

Completion Date of Approved Jurisdictional Determination (AJD): 22-JAN-2021
ORM Number: LRB-2000-00680
Associated JDs: Previous JDs under 2000-00680
Review Area Location[1]:
State/Territory: NY City: Amherst County/Parish/Borough: Erie County
Center Coordinates of Review Area: Latitude 42.959129 Longitude -78.711571

II. FINDINGS

A. Summary: Check all that apply. At least one box from the following list MUST be selected. Complete the corresponding sections/tables and summarize data sources.

- ☐ The review area is comprised entirely of dry land (i.e., there are no waters or water features, including wetlands, of any kind in the entire review area). Rationale: N/A or describe rationale.
- ☐ There are "navigable waters of the United States" within Rivers and Harbors Act jurisdiction within the review area (complete table in section II.B).
- ☐ There are "waters of the United States" within Clean Water Act jurisdiction within the review area (complete appropriate tables in section II.C).
- ☒ There are waters or water features excluded from Clean Water Act jurisdiction within the review area (complete table in section II.D).

B. Rivers and Harbors Act of 1899 Section 10 (§ 10)[2]

§ 10 Name	§ 10 Size	§ 10 Criteria	Rationale for § 10 Determination
N/A	N/A	N/A	N/A

C. Clean Water Act Section 404

Territorial Seas and Traditional Navigable Waters ((a)(1) waters)[3]

(a)(1) Name	(a)(1) Size	(a)(1) Criteria	Rationale for (a)(1) Determination
N/A	N/A	N/A	N/A

Tributaries ((a)(2) waters):

(a)(2) Name	(a)(2) Size	(a)(2) Criteria	Rationale for (a)(2) Determination
N/A	N/A	N/A	N/A

Lakes and ponds, and impoundments of jurisdictional waters ((a)(3) waters):

(a)(3) Name	(a)(3) Size	(a)(3) Criteria	Rationale for (a)(3) Determination
N/A	N/A	N/A	N/A

Adjacent wetlands ((a)(4) waters):

(a)(4) Name	(a)(4) Size	(a)(4) Criteria	Rationale for (a)(4) Determination
N/A	N/A	N/A	N/A

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[3] A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.
[4] Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
[5] Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.

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D. Excluded Waters or Features

Excluded waters ((b)(1) – (b)(12))[4]:

Exclusion Name	Exclusion Size	Exclusion[6]	Rationale for Exclusion Determination
Ditch 1	1805 feet	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1)	Ditch feature was excavated in uplands. The ditch was excavated along the property boundary where there was no indication, based upon soils, USGS, and previous wetland mapping of any adjacent wetlands or potential a(2) waters. The ditch is located along the eastern property line along the back of the residential lots of Bellingham Drive. This area was identified as upland in previous wetland delineations, including the WRAP report produced by USACE in 2002 and utilized for the Special Case JD performed by USEPA in 2002. This ditch was excavated subsequent to the 2002 report.
Ditch 2	1106 feet	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1)	Ditch feature was excavated in uplands. The ditch was excavated along the property boundary where there was no indication, based upon soils, USGS, and previous wetland mapping of any adjacent wetlands or potential a(2) waters.
Wetland 1	0.08 acres	(b)(1) Non-adjacent wetland	This is a small depressional wetland area within a grassed field. There is no proximal potential a(1-3) water. The nearest potential a(1-3) water is a perennial town ditch located south of Wehrle Drive. There is no indication that the town ditch would flood into the subject parcel in a typical year. The ditch is approximately 1000 linear feet away from Wetlands 1-5 and separated from the wetlands by a four-lane road and a parking lot. Hence, this wetland does not abut an a(1-3) water, is not

[1] Map(s)/Figure(s) are attached to the AJD provided to the requestor.
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[3] A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.
[4] Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
[5] Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.

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			inundated by an a(1-3) water in a typical year, is not separated from a a(1-3) water by a natural berm or barrier, and is not separated from an a(1-3) water by a man made feature which allows for water exchange in a typical year.
Wetland 2	0.2 acres	(b)(1) Non-adjacent wetland	This is a small depressional wetland area within a grassed field. There is no proximal potential a(1-3) water. The nearest potential a(1-3) water is a perennial town ditch located south of Wehrle Drive. There is no indication that the town ditch would flood into the subject parcel in a typical year. The ditch is approximately 1000 linear feet away from Wetlands 1-5 and separated from the wetlands by a four-lane road and a parking lot. Hence, this wetland does not abut an a(1-3) water, is not inundated by an a(1-3) water in a typical year, is not separated from a a(1-3) water by a natural berm or barrier, and is not separated from an a(1-3) water by a man made feature which allows for water exchange in a typical year.
Wetland 3	0.05 acres	(b)(1) Non-adjacent wetland	This is a small depressional wetland area within a grassed field. There is no proximal potential a(1-3) water. The nearest potential a(1-3) water is a perennial town ditch located south of Wehrle Drive. There is no indication that the town ditch would flood into the subject parcel in a typical year. The ditch is approximately 1000 linear feet away from Wetlands 1-5 and separated from the wetlands by a four-lane road and a parking lot. Hence, this wetland does not abut an a(1-3) water, is not

[1] Map(s)/Figure(s) are attached to the AJD provided to the requestor.
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			inundated by an a(1-3) water in a typical year, is not separated from a a(1-3) water by a natural berm or barrier, and is not separated from an a(1-3) water by a man made feature which allows for water exchange in a typical year.
Wetland 4	0.32 acres	(b)(1) Non-adjacent wetland	This is a small depressional wetland area within a grassed field. There is no proximal potential a(1-3) water. The nearest potential a(1-3) water is a perennial town ditch located south of Wehrle Drive. There is no indication that the town ditch would flood into the subject parcel in a typical year. The ditch is approximately 1000 linear feet away from Wetlands 1-5 and separated from the wetlands by a four-lane road and a parking lot. Hence, this wetland does not abut an a(1-3) water, is not inundated by an a(1-3) water in a typical year, is not separated from a a(1-3) water by a natural berm or barrier, and is not separated from an a(1-3) water by a man made feature which allows for water exchange in a typical year.
Wetland 5	0.05 acres	(b)(1) Non-adjacent wetland	This is a small depressional wetland area within a grassed field. There is no proximal potential a(1-3) water. The nearest potential a(1-3) water is a perennial town ditch located south of Wehrle Drive. There is no indication that the town ditch would flood into the subject parcel in a typical year. The ditch is approximately 1000 linear feet away from Wetlands 1-5 and separated from the wetlands by a four-lane road and a parking lot. Hence, this wetland does not abut an a(1-3) water, is not

[1] Map(s)/Figure(s) are attached to the AJD provided to the requestor.
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			inundated by an a(1-3) water in a typical year, is not separated from a a(1-3) water by a natural berm or barrier, and is not separated from an a(1-3) water by a man made feature which allows for water exchange in a typical year.

III. SUPPORTING INFORMATION

A. Select/enter all resources that were used to aid in this determination and attach data/maps to this document and/or references/citations in the administrative record, as appropriate.

_X_ Information submitted by, or on behalf of, the applicant/consultant: Wetland and Waterbodies Delineation Report for 2190-2220 Wehrle Drive, November 15, 2018.
This information *is and is not* sufficient for purposes of this AJD.
Rationale: *The delineation represents on-the ground information accurately, but did not include discussion of previous work on the site. This additional information was supplied subsequently by the applicant.*

___ Data sheets prepared by the Corps: *Title(s) and/or date(s).*

___ Photographs: *(NA, aerial, other, aerial and other) Title(s) and/or date(s).*

_X_ Corps Site visit(s) conducted on: *December 23, 2020.*

_X_ Previous Jurisdictional Determinations (AJDs or PJDs): 2000-00680, Completed in 2000, USEPA Special Case JD completed in 2002.

___ Antecedent Precipitation Tool: *provide detailed discussion in Section III.B.*

___ USDA NRCS Soil Survey: *Title(s) and/or date(s).*

___ USFWS NWI maps: *Title(s) and/or date(s).*

___ USGS topographic maps: *Title(s) and/or date(s).*

Other data sources used to aid in this determination:

Data Source (select)	Name and/or date and other relevant information
USGS Sources	N/A.
USDA Sources	N/A.
NOAA Sources	N/A.
USACE Sources	ORM Maps
State/Local/Tribal Sources	N/A.
Other Sources	N/A.

B. Typical year assessment(s): N/A. The JD does not rely on any "point in time" resources which would necessitate the use of the Antecedent Precipitation Tool.

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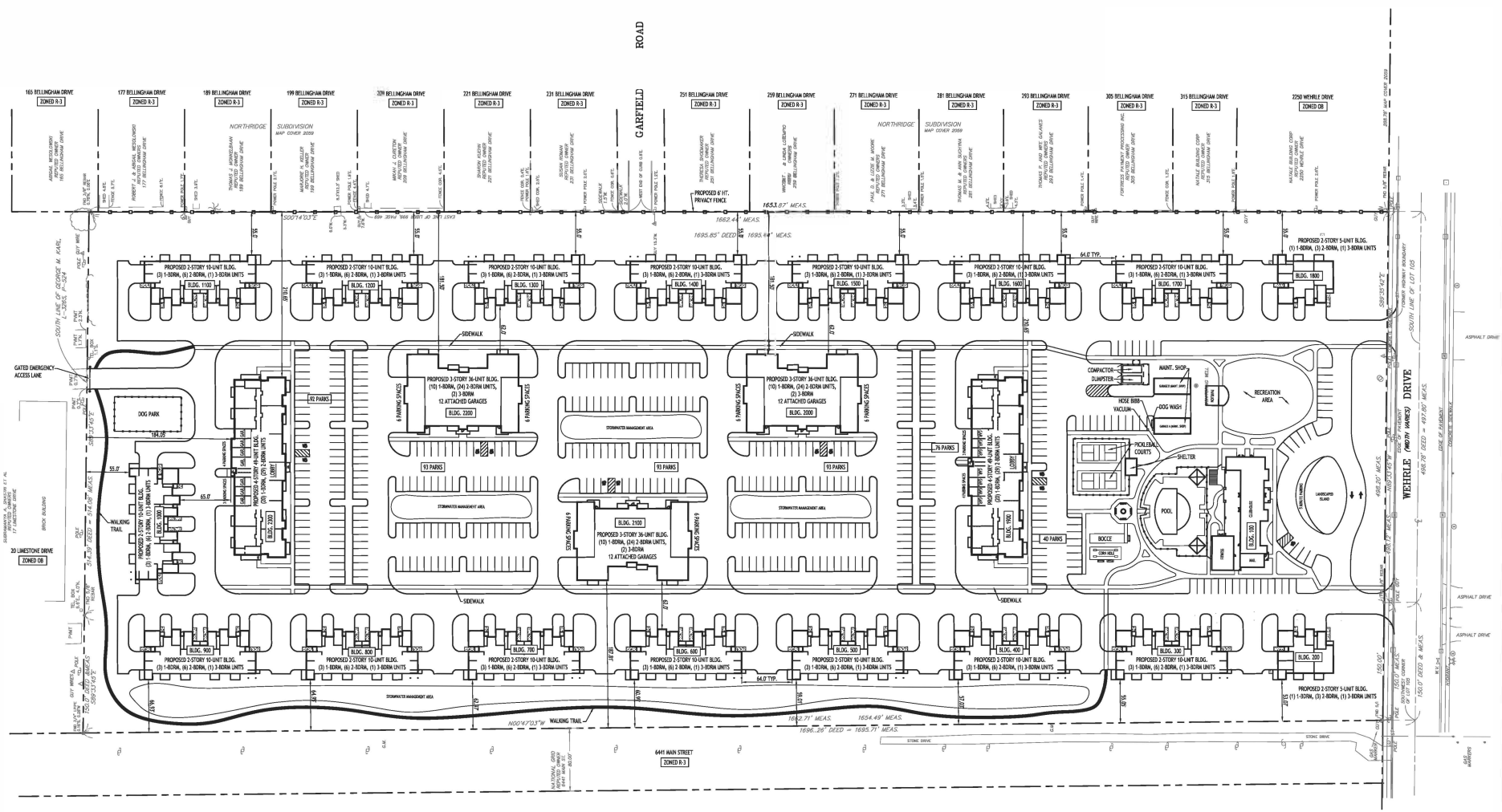
C. **Additional comments to support AJD:** This site has been the subject of much scrutiny, with a USEPA Special Case JD completed using information prepared by a Corps WRAP request. The WRAP request was completed in response to a lawsuit challenging a determination that wetlands on the site were isolated and not regulated in 2000. As a result of the lawsuit, the Corps JD was rescinded and the EPA took assumed responsibility for completing the JD, which was completed in 2002. No further JD was completed on the site between 2002 and 2020. Additional work, including the installation of the eastern property boundary drainage ditch was completed subsequent to the 2002 JD. The ditch was constructed in areas identified as uplands by the 2002 JD and appears to have modified the site hydrology such that the overall footprint of the wetlands on the site has been reduced. In accordance with the Navigable Waters Protection Rule, the Corps is evaluating conditions on the ground at the time of the current (2020) JD request. There are no potential a(1-3) waters on the site or in the vicinity of any of the existing wetlands. The closest potential a(2) water is a town ditch located south of Wehrle Drive. This ditch shows no indication that it floods during a typical year. The two ditches on the subject parcel are manmade and excavated in uplands.

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[2] If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.
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Exhibit 3 - Updated Concept Site Plan
[Drawing C - Date: 04/22/25]

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N

Site Plan

SCALE: 1"=60'

SITE AREA = 24.913 ACRES
ZONING = OR, TO BE REZONED MFR-6

MFR ZONING SEPARATION AND SETBACK REQUIREMENTS:
- 49-unit BASED ON 48.5' MEDIAN BUILDING HEIGHT (4-story)
- 36-unit BASED ON 51.8' MEDIAN BUILDING HEIGHT (4-story)
- 10-unit BASED ON 27.3' MEDIAN BUILDING HEIGHT (2-story)
- COMMUNITY BLDG 25.3' (1-story)

BUILDING:

1. LONG WALL PARALLEL TO R.O.W. OR PROPERTY LINE:	2 x H = 97.0 FT (49-unit), 103.6 FT (36-unit), 54.6 FT (10-unit)
2. SHORT WALL PARALLEL TO R.O.W. OR PROPERTY LINE OR WALLS AT ANGLE BTWN 30 & 60 DEGREES:	1.5 x H = 72.75 FT (49-unit), 77.7 FT (36-unit), 40.95 FT (10-unit)
3. LONG WALLS OF BUILDINGS PARALLEL: *	(9H + H2) / 2) x 1.66 = 80.5 FT (49-unit), 86.0 FT (36-unit), 45.3 FT (10-unit)
4. LONG WALL AND SHORT WALL PARALLEL OR 2 SHORT WALLS PARALLEL: *	(9H + H2) / 2) x 1.5 = 72.75 FT (49-unit), 77.7 FT (36-unit), 40.95 FT (10-unit)
5. WALLS AT ANGLE BTWN. 30 & 60 DEGREES: *	(9H + H2) / 2) x 1.5 = 72.75 FT (49-unit), 77.7 FT (36-unit), 40.95 FT (10-unit)

* 2 OF SAME BUILDING TYPES ADJACENT

PARKING REQUIREMENTS:
ATTACHED DWELLING UNIT: 2 PER DWELLING UNIT
REQD PARKING = 2 x 366 UNITS = 732 SPACES

PARKING PROVIDED:
239 GARAGES
(688) 9' x 19' SPACES
TOTAL PROVIDED = 927 SPACES

DENSITY REQUIREMENTS:
0 TO 1 BEDROOM - 2,563 SF LAND AREA REQUIRED PER UNIT
2 BEDROOMS - 3,904 SF LAND AREA REQUIRED PER UNIT
3 BEDROOMS - 3,630 SF LAND AREA REQUIRED PER UNIT

TOTAL AREA = 9.2 ACRES = 400,752 SF

PROPOSED UNITS = (117 x 2562) + (218 x 2904) + (23 x 3630) =
= 1,016,316 SF = 23.3 AC REQD

MFR ZONING PARKING SETBACK REQUIREMENTS:

	REQUIRED	PROVIDED
FRONT	20 FT	>20 FT
SIDE/REAR	5 FT	>5 FT
SIDE/REAR (ABUTTING R)	10 FT	> 10 FT
FROM MAIN WALL	15 FT	15 FT MIN.
FROM END WALL	10 FT	10 FT MIN.

BUILDING COVERAGE:

REQUIRED BY CODE	PROVIDED
40% MAX. (160,301 SF)	31.3% (50,173 SF)

INTERIOR PARKING GREENSPACE:

REQUIRED BY CODE	PROVIDED
5% (1,530 SF)	15.6% (11,010 SF)

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

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Buffalo | Utica | Greensboro

Uptown Apartments

2190 Wehrle Drive
Amherst, New York

REVISIONS:
No. Description Date

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

Date: 2/16/25
Drawn By: C. Wood
Scale: As Noted

DRAWING NO.
C-100

Project No: 25-4008

7.1.a

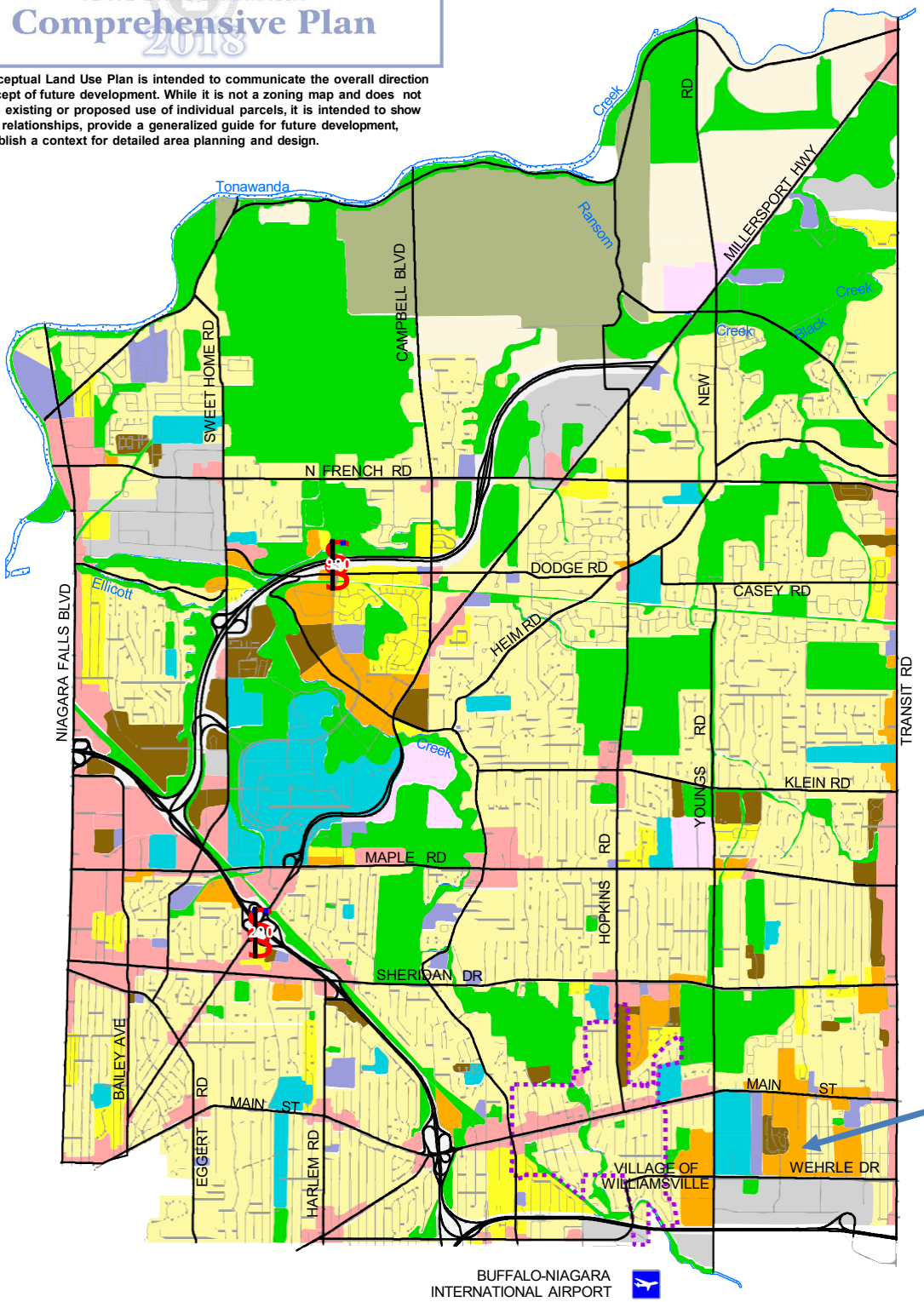
Exhibit 4 - Marked-Up Copy of Figure 6 of Comprehensive Plan

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Town of Amherst Bicentennial Comprehensive Plan

1818 2018

The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development. While it is not a zoning map and does not show the existing or proposed use of individual parcels, it is intended to show land use relationships, provide a generalized guide for future development, and establish a context for detailed area planning and design.



Change Designation fror Commercial Off to Medium Residential

FIGURE 6

Conceptual Land Use Plan

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

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

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

Map Compiled by the Town of Amherst Planning Department

Date: December 2020

0 0.25 0.5 0.75 1 1.25 Miles

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Exhibit 5 - Response to Question in Section 4A of the BCPA Application

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EXHIBIT 5

RESPONSES TO QUESTION IN SECTION 4A OF BICENTENNIAL COMPREHENSIVE PLAN APPLICATION

Section 4A of the BCPA Application requests that information be provided regarding the description of any prospective action. The Project Sponsor is seeking to develop the property at 2190-2200 Wehrle Drive (collectively the "Project Site") as a multifamily project based on the Residential District Six ("MFR-6") zoning classification. The Project Site is currently Office Building District ("OB") pursuant to the Town's Zoning Map.

The proposed project consists of a mixture of multifamily buildings, a large clubhouse building and related site improvements including extensive landscaping, stormwater management improvements, etc. Attached as **Exhibit "3"** is a copy of the updated Concept Site Plan prepared by Patrick Sheedy, Jr., P.E., of Carmina Wood Design [Drawing C-100 – Date: 04/24/25].[1] The Concept Plan depicts 366 units to be located in twenty-two apartment buildings.

The proposed multifamily project requires Figure 6 [titled "Conceptual Land Use Plan"] to be amended. A marked-up color copy of Figure 6 of the Comprehensive Plan is attached as **Exhibit "4".** Figure 6 of the Comprehensive Plan designates the Project Site as appropriate for

[1] A full-size copy of the updated Concept Site Plan [Drawing C-100 – Date: 04/24/25].

"Commercial Office" use.[2] The Project Sponsor is requesting that the designation be amended to "Medium Residential".

At that time the Project Site was rezoned to OB, there was substantially greater demand for office space in the Town than the current demand. The current long-time owner of the Project Site was unable to find a tenant or tenants for the previously approved project consisting of numerous office buildings. As such, it is it likely that in the absence of the Project Site being developed for a different land use category, the Project Site will continue to remain vacant for the foreseeable future.

[2] Pages 3-29 and 3-30 of the Comprehensive Plan states "The Conceptual Land Plan is neither a zoning map nor is it meant to show the existing or proposed use of individual parcels of land. It is not meant to dictate land use, nor is it meant to show any phasing or timing of development. The Plan is intended to communicate the overall direction and concept of future development. While it is intended to present a composite picture of the Town at full development, the Plan is designed to be flexible, to show relationships, to provide a generalized guide for future development, and establish a context for detailed area planning and design. Over time the Plan may be amended by the Town Board to reflect changes in social, economic, and cultural trends, so that it remains a relevant guide to community development.

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Exhibit 6 - Responses to Questions in Section 4C of the Bicentennial Comprehensive Plan Application

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EXHIBIT 6

RESPONSES TO QUESTIONS IN SECTION 4C OF BICENTENNIAL COMPREHENSIVE PLAN APPLICATION

Section 4C of the BCPA Application requests that information be provided regarding the reasons the Comprehensive Plan Amendment aligns with the defined policies in Sections 3-9 of the Comprehensive Plan. The Project Sponsor is seeking to develop the parcels at 2190-2200 Wehrle Drive (collectively the "Project Site") as a multifamily project based on the MFR-6 zoning classification. The Project Site is currently zoned Office Building District ("OB").

The proposed project consists of a mixture of multifamily buildings, a large clubhouse building and related site improvements including extensive landscaping, stormwater management improvements, etc. Attached as Exhibit "3" is a copy of the updated Concept Site Plan prepared by Patrick Sheedy, Jr., P.E., of Carmina Wood Design [Drawing C-100 – Date: 04/24/25]. The Concept Plan depicts 366 units to be located in twenty-two apartment buildings.

The proposed multifamily project requires Figure 6 [titled "Conceptual Land Use Plan"] of the Comprehensive Plan to be amended. Figure 6 of the Comprehensive Plan designates the Project Site as appropriate for "Commercial Office" use. The Project Sponsor is requesting that the designation of the Project Site be changed "Commercial Office" use.[1] The Project Sponsor is requesting that the designation be amended to "Medium Residential" use.

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[1] Pages 3-29 and 3-30 of the Comprehensive Plan states "The Conceptual Land Plan is neither a zoning map nor is it meant to show the existing or proposed use of individual parcels of land. It is not meant to dictate land use, nor is it meant to show any phasing or timing of development. The Plan is intended to communicate the overall direction and concept of future development. While it is intended to present a composite picture of the Town at full development, the Plan is designed to be flexible, to show relationships, to provide a generalized guide for future development, and establish a context for detailed area planning and design. Over time the Plan may be amended by the Town Board to reflect changes in social, economic, and cultural trends, so that it remains a relevant guide to community development.

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I. CONSISTENCY WITH POLICIES IN SECTION 3 OF THE COMPREHENSIVE PLAN (TITLED "LAND USE AND DEVELOPMENT"):

Section 3 of the Comprehensive Plan is titled "Land Use and Development" and according to Section 3.2 the Goal is "An interconnected mix of land uses that includes revitalized older neighborhoods and commercial centers and corridors, quality new development, vibrant activity centers, agriculture, and green spaces throughout the community."[2] The six (6) Objectives for "Land Use and Development" as set forth in Section 3 of the Comprehensive Plan are as follows:

- **Promote the development/revitalization of walkable higher density, mixed-use centers surrounded by lower density development;**
- **Implement context-sensitive zoning and incentives to improve the quality and appearance of non-residential development;**
- **Encourage revitalization and reinvestment in older neighborhoods and commercial corridors in Amherst;**
- **Target capital improvements to leverage private investment and enhance community appearance;**
- **Establish a town-wide network of parks, open spaces, and greenway corridors; and**
- **Improve the predictability and consistency of the development review and decision-making process**[3]

POLICIES:

A. Development Patterns:

According to the language on Page 3-4, "[T]he Comprehensive Plan land use policies should guide the distribution of development, but are not intended to alter the amount of

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[2] See Page 3-4 of the Comprehensive Plan.

[3] See Page 3-4 of the Comprehensive Plan.

development in Amherst. The Plan is a tool to redistribute densities to appropriate locations while maintaining lower density development in the surrounding areas. This will result in more sustainable land use patterns that help to implement objectives such as promoting pedestrian-friendly development; preserving open space; and establishing centers of community activity."

3-1 Expand provisions and incentives for mixed-use development of commercial centers.

The proposed Comprehensive Plan Amendment to accommodate a multifamily project is consistent with Policy 3-1 since it will result in a multifamily project at a location in close proximity to an assortment of existing land uses including the north campus of Erie County Community College, many existing office buildings, a wide assortment of commercial uses on Transit Road, etc.

- **Provide a focus for new development and revitalization in the Town, consistent with protecting the character of adjacent residential areas; and**
- **Enhance the viability of surrounding neighborhoods by providing identifiable centers of community activities such as shopping, work, recreation, and meetings**

The proposed project is consistent with the above two strategies since it will assist the Town in its continued efforts to encourage infill development in proximity to a mixture of existing land uses.

3-2 Encourage compact, pedestrian-friendly development through Planned Residential options, including but not limited to neo-traditional design.

Policy 3-2 does not apply to the Comprehensive Plan Amendment since the Project Sponsor is not seeking to develop the Project Site based a Planned Residential District (PRD) option as described on Pages 3-7 and 3-8 of the Comprehensive Plan.

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3-3 Modify provisions of the Suburban Agricultural District to reduce conversions of rural to suburban development patterns.

Policy 3-3 does not apply to the Comprehensive Plan Amendment since the Project Site is not zoned Suburban Agricultural District.

3-4 Reduce future new commercial development in North Amherst and along highway strips.

Policy 3-4 does not apply to the Comprehensive Plan Amendment since the Project Site is not located in the portion of the Town to the north of North French Road as described on Page 3-10 of the Comprehensive Plan.

B. <u>Development Character</u>:

3-5 Employ design standards to enhance community appearance and a strong identity and character.

Policy 3-5 states "[T]hat Design standards are effective tools to guide and shape new development and revitalization initiatives and are important in addressing such issues as impacts on the visual character of public roadways and on adjacent residential areas."[4] The text accompanying Policy 3-5 states that Design standards should address the following nine "Development Considerations":

- Landscaping and lighting;
- Screening of visually obtrusive elements;
- Placement of building and parking areas;
- Use and placement of land use transitions;
- General building design;
- Scale;
- Access and connectivity;
- Public safety; and

[4] <u>See</u> Page 3-10 of the Comprehensive Plan.

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- Signage

The proposed project will be consistent with the above list of "Development Considerations" and will include extensive landscaping as well as screening and the on-site lighting will comply with the Town lighting standards. A Landscape Plan and Photometric Plan will both need to be approved in connection with a future request for Site Plan Approval from the Planning Board for the proposed project.

The layout of the proposed project as depicted on the Concept Site Plan [Drawing C-100] is suitable in terms of the design and placement of land-use transitions since the higher density portion of the project will be located in the center portion of the Project Site further away from the homes on the west side of Bellingham Drive. While the residential signage for the proposed project has not yet been designed, the signage will be consistent with the architectural style and scale of buildings.[5]

3-6 Apply context-sensitive design standards to designated character roads.

The layout of the proposed project will ensure there is landscaping and an upscale appearance along the Wehrle Drive frontage.

[5] The relevant text on Pages 3-11 and 3-12 of the Comprehensive Plan states, "Signs can play an important role in defining the character and context of an area. Sign regulations and standards need to be more sensitive to the local context, improve aesthetic character, and reduce "visual clutter" along commercial corridors. In general, signage should be consistent with the architectural style and scale of buildings and be an integral component of the building and site.

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3-7 Protect and retain the identity of special places through design guidelines.

Policy 3-7 does not apply to the Comprehensive Plan Amendment since the Project Site is not located as described on Page 3-13 of the Comprehensive Plan.[6]

C. <u>Reinvestment</u>:

3-8 Consider tax incentives for reinvestment, revitalization, and redevelopment of commercial properties and housing in older areas with less emphasis on new "greenfield" development.

The proposed Comprehensive Plan Amendment to accommodate a multifamily project is consistent with Policy 3-8 since it will result in a project on an infill site that has already been cleared and that does not contain any designated environmental resources.

3-9 Advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses.

The proposed Comprehensive Plan Amendment to accommodate a multifamily project is consistent with Policy 3-9 since it will result in an upscale project on underutilized property that remains vacant despite being approved for a large office building project by the Planning Board pursuant to a previously approved Site Plan**.**

3-10 Target capital investments to improve the aesthetic character of key locations within the Town.

The proposed Comprehensive Plan Amendment to accommodate a multifamily project is consistent with Policy 3-10 since it will result in a substantial investment of funds that will improve the aesthetic character of a key location on Wehrle Drive.

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[6] The text accompanying Policy 3-7 states as follows: "Certain places within the Town of Amherst have a special identity defined by factors such as historic character (e.g., former "hamlets" such as Getzville and Swormville), geographic location (e.g., at a highway interchange or gateway entrance to the Town), or presence of an important community resource (e.g., a major park, public or private buildings or open space, or an educational campus)."

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3-11 Initiate public capital investment projects to encourage/support private investment.

Policy 3-11 does not apply to the Comprehensive Plan Amendment since the proposed project is not dependent on a public capital investment project. The project is a commercial project that is eligible for a PILOT from the Town of Amherst Industrial Development.

E. <u>Open Space System</u>:

3-12 Designate a town-wide open space and greenway network to be achieved through a variety of mechanisms.

Policy 3-12 does not apply to the Comprehensive Plan Amendment.

3-13 Encourage conservation development with incentives for the dedication of open space in private developments.

Policy 3-13 does not apply to the Comprehensive Plan Amendment since there are not any designated environmental resources on the Project Site and the Project Site is not located in the portion of the northern part of the Town not serviced by sanitary sewer infrastructure.

3-14 Initiate a public open space acquisition program consistent with the open space, recreation, and greenway network.

Policy 3-14 does not apply to the Comprehensive Plan Amendment.

F. <u>Development Review and Approval Process</u>:

3-15 Improve the predictability and consistency of the rezoning and other development approval processes through the application of clear town-wide land use policies.

3-16 Set clear standards for development quality to increase the level of certainty in the development review and approval process.

3-17 Provide for periodic review and revision of the Comprehensive Plan and development regulations.

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Policies 3-15 to 3-17 are not specifically applicable to the Comprehensive Plan Amendment and pertain more generally to the review processes to be utilized for proposed projects in the Town**.**

II. CONSISTENCY WITH POLICIES IN SECTION 4 OF THE COMPREHENSIVE PLAN (TITLED "NATUARAL AND CULTURAL RESOURCES"):

Section 4 of the Comprehensive Plan is titled "Natural and Cultural Resources" and according to Section 4.3 of the Comprehensive Plan the Goal is "Sensitive environmental and cultural resources identified and preserved as part of the physical fabric of the community".[7] The two (2) Objectives for "Land Use and Development" set forth in Section 4 of the Comprehensive Plan are as follows:

- **Establish an interconnected open space network that incorporates significant natural and cultural resources.**

- **Protect sensitive environmental resources through improved regulations, policies, and management, including:**

  - **Water resources and wetlands**
  - **Air quality**
  - **Trees and woodlands**
  - **Historic and cultural resources**[8]

There are fourteen (14) policies contained in Chapter 4 of the Comprehensive Plan and to a large degree these policies do not specifically apply to the Comprehensive Plan Amendment. It is important to mention that the Project Site does not contain any wetlands subject to the jurisdiction of either the New York State Department of Environmental Conservation or the United States Army Corps of Engineers. The proposed project will also be required to comply with the

[7] See Page 4-2 of the Comprehensive Plan.

[8] See Page 4-2 of the Comprehensive Plan.

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stringent stormwater quality and quantity standards of the New York State Department of Environmental Conservation and is also subject to an environmental review pursuant to the State Environmental Quality Review Act.[9]

III. CONSISTENCY WITH POLICIES IN SECTION 5 OF THE COMPREHENSIVE PLAN (TITLED "ECONOMIC DEVELOPMENT"):

Section 5 of the Comprehensive Plan is titled "Economic Development" and according to Section 5.2 of the Comprehensive Plan the Goal is "A Town with a strong tax base and ample economic opportunities for a diverse base of employers and employees, housed in attractive, state-of-the-art commercial developments in convenient and accessible locations." The five (5) Objectives for "Economic Development" as set forth in Section 5 of the Comprehensive Plan are as follows:

- Maintain Amherst's strong tax base
- Attract more high-paying jobs to the Town
- Ensure that economic development and redevelopment respect the character and quality of life of Amherst's residential communities
- Capitalize on the presence of the University at Buffalo to leverage University-related economic development opportunities
- Build partnerships with development agencies, private industry, and educational and research institutions to promote economic development in Amherst and throughout the region[10]

POLICIES:

A. Tax Base and Employment:

[9] A copy of Part 1 of the Full Environmental Assessment Form with Page 5[a] is provided at Exhibit "2".

[10] See Pages 5-2 and 5-3 of the Comprehensive Plan.

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According to the language on Page 5-3, "A healthy tax and employment base are essential not only to Amherst's economy but also to the Town's quality of life. Studies have shown that commercial retail, office, and industrial development partially subsidize the cost of providing high-quality community facilities and services to residents. Without such development, the burden on residential taxpayers would be significantly higher. Competitive employment is also important in providing economic opportunities to Amherst residents." The propose multifamily project will dramatically increase the annual tax revenues to be received by taxing jurisdictions including the Town.

5-1 Target economic development policies, programs, capital expenditures, and incentives to attract and retain higher paying employment and promote desired forms and locations of development and redevelopment.

The proposed Comprehensive Plan Amendment to accommodate an upscale multifamily project is consistent with Policy 5-1 since it will provide new residential units at an appropriate location.

5-2 Build flexibility into non-residential zoning so that options are available for the various stages of business development.

Policy 5-2 does not apply to the Comprehensive Plan Amendment.

5-3 Promote economic development through collaborations between government, educational institutions, health care organizations, and private industries.

While Policy 5-3 does not specifically apply to the Comprehensive Plan Amendment, it is important to mention that the Project Site is located in close proximity to Erie County Community College and many large office parks that employs many individuals who will benefit from having the ability to live in upscale attached residential units with direct and easy access with their place of employment.

5-4 Work with educational institutions on lifelong learning and other programs to train, attract, and retain a skilled workforce.

Policy 5-4 does not apply to the Comprehensive Plan Amendment.

B. Community Character and Quality of Life:

5-5 Promote commercial development patterns that reduce neighborhood impacts.

Policy 5-5 does not apply to the Comprehensive Plan Amendment.

5-6 Adopt commercial development standards for neighborhood compatibility with context sensitive design guidelines.

Policy 5-6 does not apply to the Comprehensive Plan Amendment.

C. University of Buffalo:

Policies 5-7 to 5-9 of the Comprehensive Plan pertain to the synergies that can result from collaboration between the Town and the University of Buffalo and as such do not apply to the proposed Comprehensive Plan Amendment.

D. Regional Economic Development:

Policies 5-10 and 5-11 of the Comprehensive Plan pertain to the benefits that can result from a healthy economy in Western New York and positioning the Town as a regional technology center. An important aspect of positioning the Town as a regional technology center is providing various types of high quality housing choices for employees. The proposed project will result in high quality attached residential units at a very convenient location with easy access to a wide range of amenities.

III. CONSISTENCY WITH POLICIES IN SECTION 6 OF THE COMPREHENSIVE PLAN (TITLED "TRANSPORTATION"):

Section 6 of the Comprehensive Plan is titled "Transportation" and according to Section 6.2 of the Comprehensive Plan the Goal is "An efficient, multi-modal transportation system that accommodates the automobile, maintains neighborhood character, and emphasizes alternative means of travel, including walking, biking, and public transportation."

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The four (4) Objectives for "Transportation" as set forth in Section 6 of the Comprehensive Plan are as follows:

- **Create a roadway network that improves efficiency and connectivity while preserving neighborhood character;**
- **Develop the existing bicycle/pedestrian system into a townwide, interconnected network that facilitates connections between vehicular and non-vehicular transportation;**
- **Work with the Niagara Frontier Transportation Authority to provide adequate public transit service, particularly to mixed use activity centers identified in the Conceptual Land Use Plan; and**
- **Establish a town traffic assessment and planning capability to manage and maintain local highways**[11]

POLICIES:

A. Road Network:

6-1 Designate roadway corridors for application of context sensitive design standards to maintain their character.

The proposed project is consistent with Policy 6-1 since the design includes a focus on Wehrle Drive and includes on-site pedestrian friendly amenities.

6-2 Modify the Town's engineering standards for roadways to reduce neighborhood impacts.

Policy 6-2 does not apply to the Comprehensive Plan Amendment since the proposed project does not involve the construction of any new public roadways.

6-3 Establish a town highway planning capability to manage the local road network.

Policy 6-3 does not apply to the Comprehensive Plan Amendment.

[11] See Pages 6-3 and 6-4 of the Comprehensive Plan.

6-4 Enhance transportation system capacities through operational improvements, including improved access management and a comprehensive signal-timing plan.

Policy 6-4 does not apply to the Comprehensive Plan Amendment. It is important to mention that a Traffic Impact Study has been submitted for the purpose of evaluating the potential traffic impacts that will result from the proposed project.

6-5 Undertake a capital program to maintain or improve the efficiency of the existing road system.

Policy 6-5 does not apply to the Comprehensive Plan Amendment.

6-6 Accept a certain level of traffic congestion as a "given" and expand investments in alternative transportation modes and compact, mixed-use development patterns.

The text on Pages 6-14 and 6-15 of the Comprehensive Plan states as follows: "Given the limits placed on future roadway improvements by funding constraints and the need to preserve neighborhood character, combined with Amherst's established and growing function as a regional employment center, it is not expected that the above policies will "solve" congestion problems in the Town. Instead, the Comprehensive Plan transportation policies involve a shift away from an emphasis on functional efficiency for the automobile towards a more balanced transportation system that achieves other community objectives. As described in Sections B and C below, this shift includes expanded investment in facilities to support alternative travel modes (e.g., trails, sidewalks, bikeways, and transit).[12] Equally important is the coordination of transportation and land use policies to promote compact, mixed-use development patterns that reduce automobile dependency and encourage walking."

[12] The reference to B and C relates to Policies 6-7 to 6-9 of the Comprehensive Plan.

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The proposed Comprehensive Plan Amendment to facilitate the proposed project is consistent with Policy 6-6 since it represents compact, development that will encourage walking on the Project Site and to nearby land uses.

B. <u>Bicycle/Pedestrian Network</u>:

6-7 Develop a comprehensive bicycle network, using a rating system to identify and prioritize improvements.

Policy 6-7 does not apply to the Comprehensive Plan Amendment.

6-8 Develop a comprehensive pedestrian network of sidewalks, crosswalks, and trails.

Policy 6-8 does not apply to the Comprehensive Plan Amendment.

C. <u>Transit Service</u>:

6-9 Work with NFTA to improve transit service and provide connections to activity centers (e.g., UB and Eggertsville).

Policy 6-9 does not apply to the Comprehensive Plan Amendment.

IV. <u>CONSISTENCY WITH POLICIES IN SECTION 7 OF THE COMPREHENSIVE PLAN (TITLED "INFRASTRUCTURE")</u>:

Section 7 of the Comprehensive Plan is titled "Infrastructure" and according to Section 7.2 of the Comprehensive Plan the Goal is "Well-maintained and cost-effective infrastructure systems that provide public water, sewer, stormwater, and other utility services within the Town of Amherst, consistent with Comprehensive Plan policies to promote sustainable land use and economic development and protect natural resources." The two (2) Objectives for "Infrastructure" as set forth in Section 7 of the Comprehensive Plan are as follows:

- **Establish a town-wide program with plans and policies to effectively manage stormwater runoff, including flooding and stormwater quality; and**

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- **Maintain and upgrade existing sanitary sewer infrastructure to support existing and projected needs. Limit future service extensions to those needed to serve development areas designated on the Conceptual Land Use Plan**[13]

POLICIES:

A. Stormwater Management:

7-1 Develop a program to address flooding and other stormwater management issues in coordination with other responsible agencies.

Policy 7-1 does not apply to the Comprehensive Plan Amendment which states the Town should implement flood mitigation measures as recommended in the Town Flood Mitigation Plan Report and the Ransom Creek Improvement Study.

7-2 Implement "low impact development" standards and techniques designed to reduce the quantity and improve the quality of stormwater runoff from development.

Policy 7-2 does not specifically apply to the Comprehensive Plan Amendment. It is important to mention that during the future Site Plan Application review process the proposed multifamily project will need comply with the stringent stormwater quality and quantity standards of the New York State Department of Environmental Conservation based on engineered plans and a SWPPP with Engineer's Report that will be included the future submission of a Site Plan Application. The technical project documentation will need to be reviewed and approved by the Town's Engineering Department.

B. Sanitary Sewer System:

7-3 Give priority to repairs to existing infrastructure systems, rather than extensions to serve new greenfield development.

The proposed Comprehensive Plan Amendment to accommodate an upscale multifamily project is consistent with Policy 7-3 since the Project Site is serviced by existing sanitary sewer

[13] See Page 7-3 of the Comprehensive Plan.

infrastructure and does not constitute a new greenfield development. The project will also be required to comply with the NYSDEC Inflow and Infiltration policy that applies to specified categories of projects that will generate a daily average of greater than 2,500 gallons per day ("gpd") of sanitary sewer flow.

7-4 Redefine the boundaries of the Consolidated Sanitary Sewer District in the northern part of the Town to exclude rural and agricultural areas designated for protection and include areas designated for more intensive development. Promote the importance of proper maintenance of private disposal systems or septic systems to limit sewer extensions into protected areas. (Amended 09-08-15; BCPA-2014-01)

Policy 7-4 does not apply to the Comprehensive Plan Amendment.

V. CONSISTENCY WITH POLICIES IN SECTION 8 OF THE COMPREHENSIVE PLAN (TITLED "HOUSING AND NEIGHBORHOODS"):

Section 8 of the Comprehensive Plan is titled "Housing and Neighborhoods" and according to Section 8.2 of the Comprehensive Plan the Goals are as follows

- **Decent and affordable housing choices available to all residents;** and
- **Healthy and diverse neighborhoods, including conserved and revitalized older parts of Amherst**[14]

The three (3) Objectives for "Housing and Neighborhoods" as set forth in Section 8.2 of the Comprehensive Plan are as follows:

- **Ensure the availability of housing affordable to all socioeconomic groups in Amherst;**
- **Promote a diverse housing stock, with higher density housing focused on mixed-use activity centers; and**
- **Implement a coordinated program to conserve and revitalize Amherst's neighborhoods.**[15]

[14] See Page 8-2 of the Comprehensive Plan.

[15] See Page 8-3 of the Comprehensive Plan.

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POLICIES:

A. Affordable Housing:

8-1 Continue existing housing policies that promote home ownership and affordability.

Policy 7-1 does not apply to the Comprehensive Plan Amendment since the proposed project does not involve residential units for sale or a designated affordable housing project relying on tax credits or affordable housing subsidies.

B. Housing Diversity:

8-2 Promote the development of a variety of housing types.

The text on Pages 8-3 and 8-4 of the Comprehensive Plan states as follows:

> "Approximately two-thirds of Amherst's current housing stock consists of single-family detached homes, with the remainder comprised of a mix of duplexes, townhouses, apartments, and other living arrangements (e.g., dormitories and assisted living). Recent housing development has consisted mostly of multifamily units and single-family detached, suburban subdivisions. Demographic trends will reinforce the need for a more diverse housing stock to accommodate groups such as the elderly, empty nesters, and students. As previously noted, housing diversity enhances affordability and, if properly managed, can contribute to neighborhood stability and character. Older neighborhoods like Eggertsville, for example, could benefit from decreasing household sizes and the increasing appeal of traditional development, which make smaller homes in pedestrian-oriented neighborhoods more attractive.
>
> The Town should encourage the proportional development of diverse housing types and price levels, including single-family detached (at a variety of lot sizes), townhouses, condominiums, apartments, and housing as part of mixed-use developments. Higher density housing should be located to complement established residential areas through appropriate standards for location and design (see Policies 8-3 and 8-5)."

The proposed Comprehensive Plan Amendment to accommodate an upscale multifamily project is consistent with Policy 8-2 since the project will include 366 apartments of various sizes, which are the types of housing units that are consistent with

demographic trends demonstrating there is an increased demand for apartments and townhomes in the Town.

8-3 Encourage higher density residential uses in mixed-use developments and other appropriate locations.

The proposed Comprehensive Plan Amendment to accommodate an upscale multifamily project is consistent with Policy 8-3 since the Project Site is an appropriate location for an infill mixed-use project. The language contained on Page 8-4 of the Comprehensive Plan discuss the benefits of higher density residential uses at appropriate locations that decrease the potential impacts of development on sensitive lands.

8-4 Work with UB to establish mixed-use centers around the periphery of both campuses.

Policy 8-4 does not apply to the Comprehensive Plan Amendment since the proposed multifamily Project Site is not located in close proximity to either UB North or UB South campuses.

8-5 Establish standards for multi-family housing to promote high quality design and neighborhood compatibility.

The text on Page 9-8 and 9-9 of the Comprehensive Plan states as follows:

> "Policy 8-5 addresses the need to manage the location of higher density housing to ensure that it does not negatively affect the overall character of Amherst's neighborhoods. Equally important is the establishment of standards addressing the design and appearance of multi-family housing and its relationships to adjoining land uses. In addition to improving the quality and livability of multi-family developments for residents and improving the "fit" of these developments into the community, design standards will also help to create a more positive public perception of multi-family housing. A greater public tolerance of multi-family housing will ultimately aid the Town in preserving open space and providing alternatives to single-family detached units that are dependent on automobile use.
>
> Design standards should address the creation of multi-family housing via renovation or redevelopment of existing properties as well as new development. Design standards should also address the creation of multi-family housing for the elderly and other special needs residents. The standards should address all forms of

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multi-family housing including apartments, townhouses, and mixed-use developments."

The proposed Comprehensive Plan Amendment to accommodate an upscale multifamily project is consistent with Policy 8-5.

C. <u>Neighborhood Revitalization</u>:

8-6 Provide incentives for residential property repairs and improvements on a town-wide basis.

Policy 8-6 does not apply to the Comprehensive Plan Amendment.

8-7 Initiate a Neighborhood Conservation Program to promote revitalization of designated neighborhoods through measures such as code enforcement, capital improvements, and design standards.

Policy 8-7 does not apply to the Comprehensive Plan Amendment.

8-8 Promote the revitalization of older commercial areas as a focus of neighborhood activity and include support for building and property maintenance code enforcement.

Policy 8-8 does not apply to the Comprehensive Plan Amendment since the Project Site is not located in a designated older commercial area.

8-9 Encourage participation from residents when the Town is developing action/ improvement plans for specific neighborhoods.

Policy 8-9 does not specifically apply to the Comprehensive Plan Amendment but is important to mention that the review process for the proposed project will involve public hearings to be held by both the Planning Board and the Town Board.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

VI. CONSISTENCY WITH POLICIES IN SECTION 9 OF THE COMPREHENSIVE PLAN (TITLED "COMMUNITY FACILITIES AND SERVICES"):

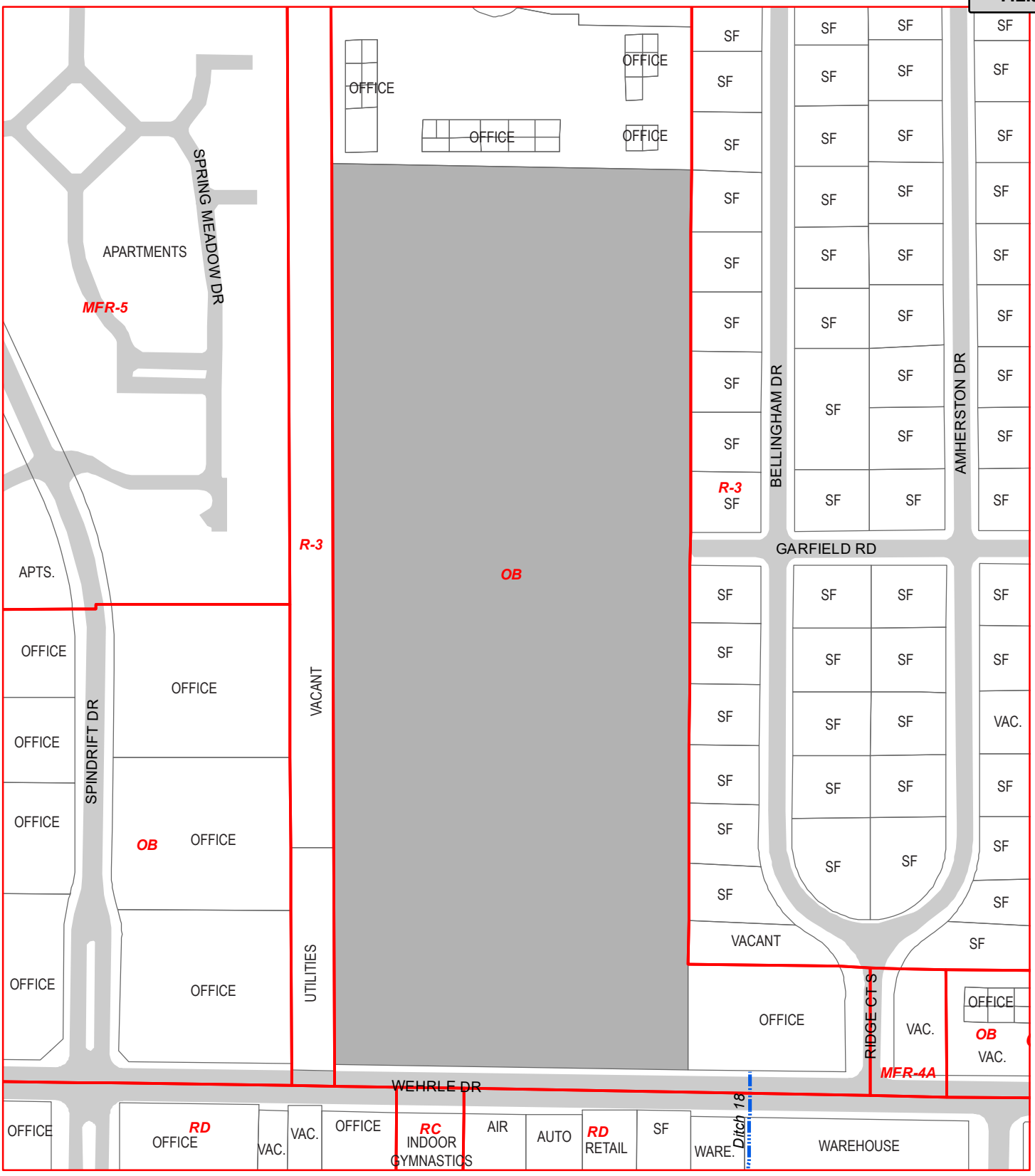
Section 9 of the Comprehensive Plan is titled "Community Facilities and Services" and according to Section 9.2 of the Comprehensive Plan the Goal is as follows: "Community facilities and services that meet residents' needs and contribute to the Town's high quality of life."[16] The three (3) Objectives for "Community Facilities and Services" as set forth in Section 9.2 of the Comprehensive Plan are as follows:

- **Establish standards or performance criteria to determine community facility and service needs;** and
- **Enhance the role of public facilities as centers of neighborhood and community activity; and**
- **Provide quality facilities and services cost effectively by managing expenses and diversifying revenue sources**

There are nine (9) policies contained in Chapter 9 of the Comprehensive Plan and these policies do not specifically apply to the Comprehensive Plan Amendment since the proposed project does not consist of a community facilities project.

[16] See Page 9-2 of the Comprehensive Plan.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)



BCPA-2025-01

Request to Amend Figure 6 of the Town of Amherst Bicentennial Comprehensive Plan from Commercial Office to Medium Residential for 24.9± AC of Land
Property Located at 2190-2200 Wehrle Drive
Young Development Inc., Petitioner
May 15, 2025

2190-2200 Wehrle Drive

Prepared by the Town of Amherst Planning Department

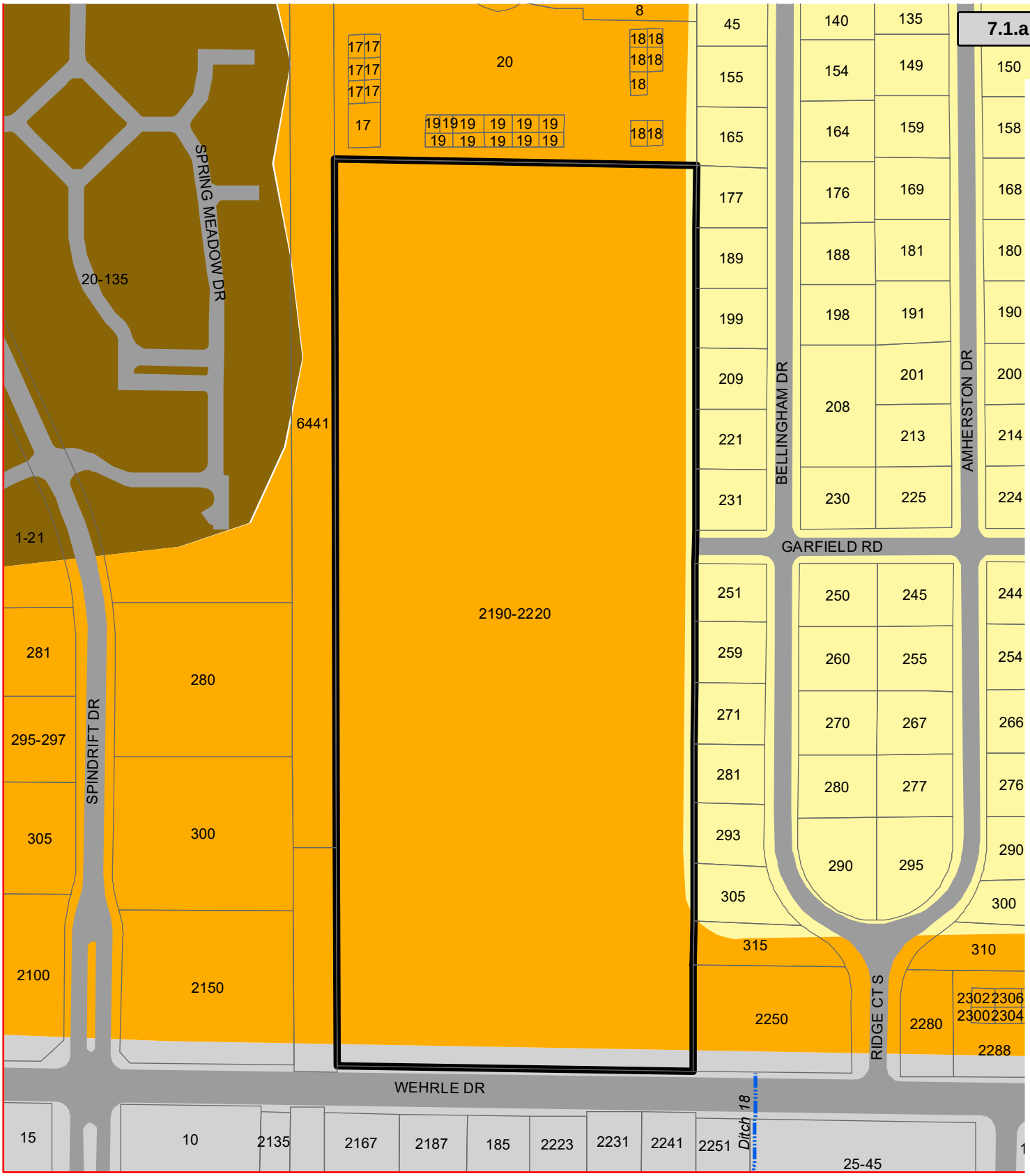
Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)



CONCEPT PLAN

BCPA-2025-01
2190-2200 Wehrle Road
4/28/2025

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)



BCPA-2025-01

Request to Amend Figure 6 of the Town of Amherst Bicentennial Comprehensive Plan from Commercial Office to Medium Residential for 24.9± AC of Land
Property Located at 2190-2200 Wehrle Drive
Young Development Inc., Petitioner
May 15, 2025

Prepared by the Town of Amherst Planning Department

Figure 6 - Conceptual Land Use Plan

- 2190-2200 Wehrle Drive
- Commercial - Office
- Industrial-Office
- Medium Residential
- Single Family Residential

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)





ILLUSTRATIONS

BCPA-2025-01
2190-2200 Wehrle Road
4/28/2025

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)



ILLUSTRATIONS

BCPA-2025-01
2190-2200 Wehrle Road
4/28/2025

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)



BCPA-2025-01

Request to Amend Figure 6 of the Town of Amherst Bicentennial Comprehensive Plan from Commercial Office to Medium Residential for 24.9± AC of Land
Property Located at 2190-2200 Wehrle Drive
Young Development Inc., Petitioner
May 15, 2025

2190-2200 Wehrle Drive

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Amherst

Town of Amherst Planning Department

RECEIVED
JUN 06 2025
TOWN OF AMHERST
PLANNING DEPT.

Erie County, New York

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

April 28, 2025

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Bryan Parnell, Fire Chiefs' Association
Right-of-Way Agent
Integrated Review Coordinator, ECDEP, David.Hall@erie.gov
Joseph Buffamonte, SEQR Coordinator, NYSDOT, dot.sm.r05.SEQR@dot.ny.gov
David Denk, NYSDEC Region 9 Permits Office, Dep.r9@dec.ny.gov
BNIA, Samantha.Brenzel@nfta.com

RECEIVED
APR 29 2025
TOWN OF AMHERST
BUILDING DEPT

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 24.9± ACRES OF LAND FROM **COMMERCIAL OFFICE** TO **MEDIUM RESIDENTAL**; **BCPA-2025-01**; PROPERTY LOCATED AT **2190-2220 WEHRLE DRIVE.** YOUNGS DEVELOPMENT, INC., PETITIONER.

REVISED APPLICATION:
CONCEPT PLAN, COLORED ELEVATIONS AND TOPOGRAPHIC SURVEY, LEGAL DESCRIPTION, TRAFFIC IMPACT REPORT, WETLAND INFORMATION AND AND LETTERS TO ADJACENT PROPERTY OWNER.
Received April 25, 2025

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: Emergency gate to Limestone not desirable in multifamily + remove gate and permit full access road to Limestone Dev.

Please provide comments by **May 9, 2025**.

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

Reviewed by (print name): Kristin Hall

Signature: Kristin Hall **Date:** 6/4/25

SM/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2025\BCPA-2025-01_(2190-2200_Wehrle_Dr)_2025\BCPA-2025-01_Rev_Plan_Transmittal_042825.doc

cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Seam Hopkins, 35 California Drive, Suite 100, Williamsville, NY 14221
Pat Sheedy, Jr., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

2 Provide a current waterflow test from hydrant by Erie county water. Pressure in that area is 100.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Amherst

Town of Amherst Planning Department

2021.011

Erie County, New York

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

RECEIVED
JUN 02 2025
TOWN OF AMHERST
PLANNING DEPT.

May 27, 2025

TO: Timothy Koller, Deputy Town Clerk
Chris Schregel, Traffic/Safety Coordinator
Integrated Review Coordinator, ECDEP David.Hall@erie.gov
Joseph Buffamonte, SEQR Coordinator, NYSDOT dot.sm.r05.SEQR@dot.ny.gov
Garrett Hacker, ECDPW Garrett.hacker@erie.gov

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 24.9± ACRES OF LAND FROM **COMMERCIAL OFFICE** TO **MEDIUM RESIDENTAL**; **BCPA-2025-01**; PROPERTY LOCATED AT **2190-2220 WEHRLE DRIVE.** YOUNGS DEVELOPMENT, INC., PETITIONER.

REVISED TRAFFIC IMPACT REPORT
Received May 21, 2025

REVIEW:
☐ No concerns with request
☐ The following additional information is required to complete review: _____
☒ Request is not reviewable because: SEE ATTACHED
☐ General comments relative to your agency's interests: _____

Please provide comments by **June 20, 2025**

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

Reviewed by (print name): Christopher Schregel

Signature: _____ **Date:** 5/30/25

DU/SM/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2025\BCPA-2025-01_(2190-2200_Wehrle_Dr)_2025\BCPA-2025-01_Transmittal_052725.doc

cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Seam Hopkins, 35 California Drive, Suite 100, Williamsville, NY 14221
Pat Sheedy, Jr., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

TOWN OF AMHERST

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

CYNTHIA J. SELDEN
Vice Chairman

CHRISTOPHER P. SCHREGEL
Traffic Safety Coordinator

MEMBERS

DANIEL J. RIDER, P.E.
MAXWELL KAHN
KEVIN CANTWELL
HELAINE SANDERS
NICHOLAS J. ALTERIO
CARA BIDDLECOM
PATRICIA DUNNE

DEPT. LIAISONS

SCOTT MARSHALL
Planning

CAPT. CHARLES PERSONS
Police

WILLIAM PRENEVAU
Building

AL SPOTH
Highway

Date: May 30, 2025

RE: Request to Amend The Bicentennial Comprehensive Plan – For 24.9± Acres of Land From Commercial Office To Medium Residential; BCPA-2025-01; Property located At **2190-2220 Wehrle Drive**

Reviewer: Amherst Traffic Safety Board

Review of: **Revised Traffic Impact Report**

This review acknowledges that the TIR will be further updated by Passero Associates that may address the following comments.

☑ Request is not reviewable because:

1. TIR Trip distribution and assignment figures are presented in a format that is atypical and difficult to comprehend. Revise to a format that is typically provided.
2. Expand study area to Wehrle/Garrison and Wehrle/Transit, with all signals being reviewed withing those limits.

☑ General Comments relative to your agency's interest:

3. Records indicate residents on Oakwood Drive report issues with speed and cut-through traffic. Provide a narrative or analysis to determine if this reported problem will be exacerbated after full-build out. Determine if off-site mitigation is necessary.

Reviewed by: Christopher Schregel, Traffic Safety Coordinator

Signature: _____

Date: May 30, 2025

Community Service For Over 65 years ATSB

CPS/ch
Cc: Vaishali Reberholt, Assistant Engineer
Brian Armstrong, Director of Engineering Service
Sean Hopkins, Hopkins sorgi & McCarthy, 35 California Drive, Suite 100 Williamsville, NY 14221
Carmina Wood Morris, Pat Sheedy, Jr., 80 Silo City Row, Buffalo, NY 14203

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Amherst

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

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

RECEIVED
MAY 06 2025
TOWN OF AMHERST
PLANNING DEPT.

April 28, 2025

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Bryan Parnell, Fire Chiefs' Association
Right-of-Way Agent
Integrated Review Coordinator, ECDEP, David.Hall@erie.gov
Joseph Buffamonte, SEQR Coordinator, NYSDOT, dot.sm.r05.SEQR@dot.ny.gov
David Denk, NYSDEC Region 9 Permits Office, Dep.r9@dec.ny.gov
BNIA, Samantha.Brenzel@nfta.com

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 24.9± ACRES OF LAND FROM **COMMERCIAL OFFICE** TO **MEDIUM RESIDENTAL; BCPA-2025-01**; PROPERTY LOCATED AT **2190-2220 WEHRLE DRIVE.** YOUNGS DEVELOPMENT, INC., PETITIONER.

REVISED APPLICATION:
CONCEPT PLAN, COLORED ELEVATIONS AND TOPOGRAPHIC SURVEY, LEGAL DESCRIPTION, TRAFFIC IMPACT REPORT, WETLAND INFORMATION AND AND LETTERS TO ADJACENT PROPERTY OWNER.
Received April 25, 2025

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 **May 9, 2025.**

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

Reviewed by (print name): Eric Slocum

Signature: _____ **Date:** 5-5-25

SM/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2025\BCPA-2025-01_(2190-2200_Wehrle_Dr)_2025\BCPA-2025-01_Rev_Plan_Transmittal_042825.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Seam Hopkins, 35 California Drive, Suite 100, Williamsville, NY 14221
Pat Sheedy, Jr., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

COUNTY OF ERIE
WILLIAM E. GEARY, JR.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

May 9, 2025

Mr. Patrick Sheedy, Jr., PE
Carmina Wood Design
80 Silo City Row, Suite 100
Buffalo, NY 14203

Re: 2190 Wehrle Drive (CR 290)
Multi-Family Development
TIS Review
(T) of Amherst, County of Erie

Dear Mr. Sheedy:

This Department has reviewed the Traffic Impact Study (TIS) prepared by Passero dated March 14, 2025 for the above referenced project. This development is proposed to be located at 2190 Wehrle Drive (CR 290) in the Town of Amherst.

In advance of a formal site plan review, ECDPW offers the following comments on the TIS:

1. The TIS trip distribution accounts for access to the site via the Main Street and Limestone Drive intersection. However, the site plan shows that access from Limestone Drive will be restricted to a gated emergency access lane. The TIS must be revised to show that all access to the site will be via Wehrle Drive.

2. Since all traffic will access the site via Wehrle Drive, the intersections of Wehrle Drive/Garrison Road and Wehrle Drive/Transit Road must also be analyzed.

Please feel free to contact me at 716-858-8067, if you have any questions.

Sincerely,

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Gina Wilkolaski, P.E.
Traffic Safety Engineer

cc: Karen Hoak, Deputy Commissioner – Highways
Darlene M. Svilokos, P.E., Director of Engineering
Garrett M. Hacker, P.E., Supervisor of Engineering
Scott Marshall, Town on Amherst Planning
File: CR-290

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

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: May 7, 2025
SUBJECT: BCPA-2025-01 Bicentennial Comprehensive Plan Amendment Review
Proposed: Amend Comprehensive Plan to change land use from Commercial Office to Medium Residential
Property located at: 2190-2220 Wehrle Drive
Plans received: February 18, 2025

The subject request has been reviewed by staff with the following findings:

1. The proposed parcels are currently zoned Office Building (OB). The property located at 2190 Wehrle Drive was rezoned from Single Family Residential (R-3) to Office Building (OB) as requested by the land owner and approved by the Town Board in 2021 (Res# 2021-456). However, since then the unprecedented effects of the COVID pandemic reduced the desirability and demand for additional or new office space (Amherst's office space vacancy rate is approximately 16.5%, according to CBRE Q4 2024 data). Therefore, with a change in use this property could be activated for infill housing development.

2. The request to amend the Comprehensive Plan from Commercial – Office to Medium Residential could allow for a higher density residential development with density differences that include duplexes and/or townhouses as well as multi-story apartment buildings. The Plan states that for both Medium and Mixed Residential areas, location criteria for higher density housing include proximity to high access corridors served by public transportation, areas near commercial centers and employment concentrations, areas next to educational campuses, and areas near community facilities. The project site is located near compatible existing land uses which include the YMCA, the SUNY Erie Community College North Campus, Wehrle industrial park, other Medium Residential apartments, and single-family homes. The project site is also located along a public bus route on Wehrle Drive (NFTA Route #47), enabling connections to nearby economic centers on Main Street and Transit Road, many of which are also within walking/biking distance.

3. The subject parcels are included in the 2023 Strategic Economic Development Plan (SEDP) Airport Opportunity Area and described as property that can accommodate light industrial uses, including warehouse and distribution centers, similar to existing uses south of Wehrle Drive. The Airport Opportunity Area, as described in the SEDP, could be used to expand the live-play-create concept with a focus on light-production based uses integrated with lifestyle amenities and could also build off the proximity to SUNY Erie as an opportunity for collaboration. There have

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

been no recent inquiries for light industrial use developments in the area, and while the property is proposed for Median Residential, the location would give potential new residents access to the surrounding "lifestyle amenities" e.g. YMCA, SUNY Erie, as described in the Plan.

4. The Medium Residential land use category recommends having densities ranging from 12-60 units/acre and encompasses a wide variety of multi-family development types. A proposed concept plan submitted with the application includes 366 residential units on 24.9 acres of land. The calculation results in a density of 14.7 units/acre, within the lower range of the allowable density in the Medium Residential category. While the proposed concept plan complies with the recommended density, it is recommended that the concept plan consider the physical development to be denser allowing for additional open/green space for residents (maximum building coverage for MRF-6 zoning is 40%). Height of the proposed development should also consider surrounding land uses including adequate transitional space between the 1-story single-family homes on Bellingham Drive and 2/3 story apartments on Spring Meadow Drive.

3.0 Land Use and Development

The property to be developed is located on the north side of Wehrle Drive between Spindrift Drive to the west and Bellingham Drive to the east. The Conceptual Land Use Plan (Figure 6) in the Town's Comprehensive Plan identifies this area as Commercial – Office (orange). Adjacent properties include single-family homes to the east, apartment buildings to the northwest, and offices to the southwest and north. Commercial and office uses are located across Wehrle Drive both to the east and west of the proposed site.

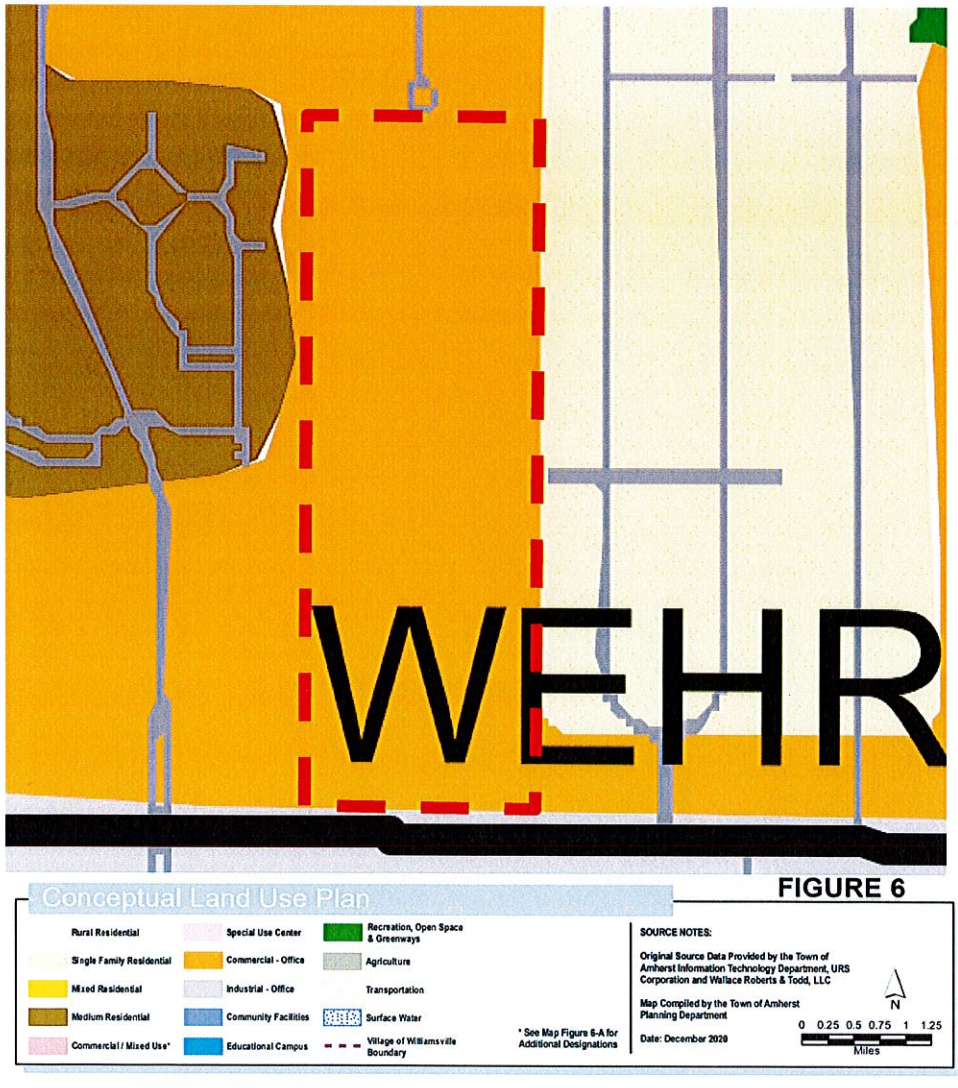


FIGURE 6

The location is ideally situated for this use as it is bordered by multi-family residential development along its northwest boundary and by single-family residential homes along its eastern boundary. Medium Residential is identified in the Comprehensive Plan as a good transitional land use category between commercial and single-family residential. In addition, public transportation is available along Wehrle Drive to nearby economic centers, and Wehrle Drive itself is a minor arterial roadway with connections to Transit Road, Cayuga Road and Union Road. The proposed property is within walking distance to the SUNY Erie North campus and the

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

YMCA Williamsville location.

Recommendation

This request to amend the Comprehensive Plan from Commercial – Office to Medium Residential is consistent with the goals of the Comprehensive Plan. The Plan recommends that new medium residential development be encouraged in areas where services and infrastructure/transportation already exist. The subject lands are well situated and suited for the proposed use.

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

This is a review only and does not constitute approval of the Request for Amendment to the Bicentennial Comprehensive Plan. Final approval or denial will occur after Town Board action on the request.

DH/RR/KA

X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2025\BCPA-2025-01_(2190-2200_Wehrle_Dr)_2025\Reviews\BCPA_2025-01_Long Range Review_022525.doc

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

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

NEW YORK STATE | Department of Environmental Conservation

KATHY HOCHUL
Governor

AMANDA LEFTON
Acting Commissioner

April 1, 2025

SENT VIA EMAIL

Scott Marshall
Town of Amherst Planning Department
5583 Main Street
Williamsville, New York 14221

Dear Scott Marshall:

SEQR Lead Agency Designation
2190-2220 Wehrle Drive
2220 Wehrle Drive
Town of Amherst, Erie County
GID-003183

This is to acknowledge receipt of your notice, dated February 25, 2025, 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. DEC's amended Article 24, Freshwater Wetlands Jurisdiction and Classification regulations (6 NYCRR Part 664) went into effect on January 1, 2025.

   Portions of New York State regulated freshwater wetlands and their adjacent areas may be located in the project area. Although some limited activities are exempt from permitting, most activities that involve disturbance within a wetland or its 100-foot adjacent area require an Environmental Conservation Law (ECL) Article 24, Freshwater Wetlands permit from the DEC. Information on regulated activities within freshwater wetlands and adjacent areas is available on DEC's website (see Regulated Activities), which contains examples of regulated activities and those exempt from wetland permits.

   To determine whether the property contains regulated freshwater wetlands the project sponsor must submit a request for a Parcel Jurisdictional Determination (Parcel JD). A Parcel JD is a determination made by DEC whether a property contains regulated freshwater wetlands or adjacent areas within the parcel boundary. Please use the attached link to request a Parcel JD for the project site: https://dec.ny.gov/nature/waterbodies/wetlands/freshwater-wetlands-program/freshwater-wetland-jurisdictional-determination. If you have any problems submitting the Parcel JD request, please email: fwwjurisdiction@dec.ny.gov. Please note, there is an option for people who have hired consultants, and for other environmental professionals with wetland expertise, to bypass the Albany Parcel Jurisdictional Determination (JD) and follow the Parcel JD-Consultant Option.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Guidance on that process is online (via the above referenced link), but please note that Region 9 has some information that is required in addition to the statewide requirements for the Consultant Option. Therefore, please see the attached Region 9 List of Requirements to utilize for your submission. Please review these requirements when preparing your materials and indicate in your submission that you have followed the above requirements for a complete submission. You must submit these requirements to the Region 9 Bureau of Ecosystem Health email address (R9BEH@dec.ny.gov) with a request to utilize the Consultant Option, and a request schedule a boundary verification.

If the property contains regulated freshwater wetlands or adjacent areas, further delineation of the wetland boundaries and a Project Jurisdictional Determination (Project JD) may be required. A Project JD is a determination made by the regional DEC office about whether a proposed activity within a parcel containing regulated freshwater wetlands or adjacent areas requires an Article 24 Freshwater Wetlands permit. Project JD requests should be sent to the Region 9 Bureau of Ecosystem Health (BEH) at R9BEH@dec.ny.gov.

If regulated freshwater wetlands or adjacent areas are present, all efforts must be made to first avoid disturbing the wetland and adjacent area. If disturbance to the wetland and/or adjacent area cannot be avoided, the project sponsor must submit a Freshwater Wetland permit application and obtain a permit to conduct a regulated activity. In accordance with DEC's Freshwater Wetlands Permit Requirements Regulations (6 NYCRR Part 663), the applicant would need to justify the disturbance, discuss alternatives and minimize impacts as part of the Freshwater Wetlands permit application. More information on application procedures and permit issuance standards is available on DEC's website at: https://dec.ny.gov/regulatory/permits-licenses/waterways-coastlines-wetlands/freshwater-wetlands#Determine .

2. The project area may include federally regulated wetlands based on a review of the National Wetlands Inventory wetland mapping. The project sponsor should consult with the United States Army Corps of Engineers (USACE), telephone: 716/879-4330, concerning USACE regulatory jurisdiction to determine if the project will impact federally regulated wetlands or require any other approval from that agency. If federal wetlands are involved, USACE may require the project sponsor to obtain a Section 401 Water Quality Certification (WQC) from NYSDEC. More information related to this requirement can be found on NYSDEC's website at https://dec.ny.gov/regulatory/permits-licenses/waterways-coastlines-wetlands/protection-of-waters-program#Water_Quality_Certification.

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.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

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. This proposed project is a Sanitary Sewer Extension or requires a sanitary sewer connection that is designed to convey 2,500 gallons/day or more of municipal sewage that is defined as a Sanitary Sewer Extension, and therefore requires sewer extension approval by the Erie County Health Department, 503 Kensington Avenue, Buffalo, New York 14214, telephone: 716/961-6800 which acts as our agent.

   A detailed Downstream Sewer Capacity Analysis must be performed and submitted for the project as part of the Project's Engineering Report. Recent wet weather flow monitoring data and proposed new development flow should be analyzed relative to theoretical capacity at key nodes in the downstream sewer system and at pump stations (if any) to determine if capacity exists.

   Recent wet weather system flow data can consist of:

   - Comprehensive information from recent Sanitary Sewer System Evaluation Studies, or
   - Wet weather data collected at (minimum of 3) key downstream nodes specified by the municipality.
     - This dated information can consist of instantaneous flow measurements or continuous flow or sewer depth measurements obtained during significant wet weather events, preferably during high groundwater conditions. Peak sewer flow recording methods are an acceptable method to collect this information.
     - Depth or flow measurements should continue until a significant wet weather event occurs, but would not have to extend beyond three months. A significant wet weather event is considered to be a daily rainfall amount of ½" or greater.

   The Downstream Sewer Capacity Analysis must also contain a narrative and a detailed map showing the downstream routing of sewers from the proposed project site to the Wastewater Treatment Plant. Line sizes, theoretical capacity and pump stations must be identified and included in the analysis.

   This Downstream Sewer Capacity Analysis, as well as any required infiltration and inflow (I/I) rehabilitation offset work at a 4:1 ratio, should be part of the Project's Engineering Report. These items must be received as part of a complete sanitary sewer extension plan submission. The Town of Amherst shall coordinate the information contained in this submission. If adequate capacity is not available, the sewer extension will not be approved until an acceptable remediation plan is developed.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Sanitary sewer extensions tributary to any known Sanitary Sewer Overflow(s) will not be approved unless the municipality is actively working to develop a satisfactory abatement plan.

The above guidance will help in the preparation of a complete Sewer Extension submission, which will facilitate our review. If you have any questions or require additional information, please contact the DEC Division of Water, telephone: 716/851-7070) or the Erie County Health Department.

5. A portion of the proposed project is located in a potential Environmental Justice area. Therefore, any SPDES and/or air permit applications for this project may be subject to the additional public outreach requirements of NYSDEC Commissioner Policy 29 (CP-29) Environmental Justice and Permitting. The project sponsor can obtain the text of this policy and additional information regarding the implementation of policy requirements at the following page on NYSDEC's web site: https://www.dec.ny.gov/public/36929.html.

If you have any questions, please feel free to contact Logan Stratton at logan.stratton@dec.ny.gov or 716/379-6422.

Sincerely,

Lisa M. Czechowicz

Lisa M. Czechowicz
Regional Permit Administrator

KAW/LMS

Ec: Sean Hokpins, Young Development Inc.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Amherst

2021-011

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

February 21, 2025

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Joseph Buffamonte, SEQR Coordinator, NYSDOT
David Denk, NYSDEC Region 9 Permits Office
Williamsville School District

RECEIVED
2025 FEB 25 AM 8:13
PLANNING DEPARTMENT

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 24.9± ACRES OF LAND FROM COMMERCIAL OFFICE TO MEDIUM RESIDENTIAL; **BCPA-2025-01**; PROPERTY LOCATED AT **2190-2220 WEHRLE DRIVE.** YOUNG DEVELOPMENT, INC., 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 **March 23, 2025**

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

Reviewed by (print name): Vaishali Reberholt PE

Signature: _____ **Date:** 3/6/25

DU/SM/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2025\BCPA-2025-01_(2190-2200_Wehrle_Dr)_2025\BCPA-2025-01_Transmittal_022125.doc

cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Sean Hopkins, 35 California Drive, Suite 100, Williamsville, NY 14221
Patrick Sheedy, Jr., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Carrato, Amy

From: dot.sm.r05.SEQR <dot.sm.r05.SEQR@dot.ny.gov>
Sent: Thursday, March 20, 2025 10:41 AM
To: Carrato, Amy; Marshall, Scott
Cc: Hebert, Kevin P (DOT); Poodry, Kathryn D. (DOT)
Subject: RE: BCPA-2025-01, 2220 Wehrle Drive NYSDOT Comments 2025-37

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.

Scott,

The New York State Department of Transportation (NYSDOT) has reviewed the documentation provided for 2190 & 2220 Wehrle Drive - Uptown Apartments and has the following comments:

- NYSDOT concurs with the Town of Amherst for it to act as the Lead Agency
- Based upon the information provided, the proposed project does not appear to have a significant impact to traffic on the State Highway System
- Based upon the information provided, a NYSDOT highway work permit is not needed at this time. If any changes are made to the site plan and work would be needed in the State right of way, a highway work permit would be required.

Alyssa Schoenfeldt

From: Carrato, Amy <acarrato@amherst.ny.us>
Sent: Tuesday, February 25, 2025 3:02 PM
To: Hall, David (ERIE) <david.hall@erie.gov>; dot.sm.r05.SEQR <dot.sm.r05.SEQR@dot.ny.gov>; Hacker, Garrett (ERIE) <garrett.hacker@erie.gov>; dec.sm.DEP.R9 <DEP.R9@dec.ny.gov>; tmaturski@williamsvillek12.org; 'dcopeland@roadrunner.com' <dcopeland@roadrunner.com>; 'samantha.brenzel@nfta.com' <samantha.brenzel@nfta.com>; 'erik.kulleseid@parks.ny.gov' <erik.kulleseid@parks.ny.gov>
Cc: 'Sean Hopkins' <shopkins@hsmlegal.com>; 'Patrick Sheedy' <psheedy@cwm-ae.com>
Subject: BCPA-2025-01, 2220 Wehrle Drive

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

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

Please send your response to our department and provide a copy of the response to the project petitioner and or their representative by March 24, 2025 or notify us if there is a problem and additional time is required for review.

Should you have questions regarding this correspondence, please contact Scott A. Marshall, Principal Planner, at smarshall@amherst.ny.us.

Thank you,

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Amy Carrato
Community Development Assistant
Town of Amherst Planning Department
5583 Main Street, Williamsville, NY 14221
716-631-7051

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Amherst

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

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

RECEIVED
MAR 10 2025
TOWN OF AMHERST
PLANNING DEPT.

February 21, 2025

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Joseph Buffamonte, SEQR Coordinator, NYSDOT
David Denk, NYSDEC Region 9 Permits Office
Williamsville School District

RECEIVED
FEB 25 2025
TOWN ATTORNEY

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 24.9± ACRES OF LAND FROM COMMERCIAL OFFICE TO MEDIUM RESIDENTIAL; **BCPA-2025-01**; PROPERTY LOCATED AT **2190-2220 WEHRLE DRIVE.** YOUNG DEVELOPMENT, INC., 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 **March 23, 2025**

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

Reviewed by (print name): _____

Signature: _____ **Date:** 2/28/25

DU/SM/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2025\BCPA-2025-01_(2190-2200_Wehrle_Dr)_2025\BCPA-2025-01_Transmittal_022125.doc

cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Sean Hopkins, 35 California Drive, Suite 100, Williamsville, NY 14221
Patrick Sheedy, Jr., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

TOWN OF AMHERST

ASSESSOR'S OFFICE

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

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

MEMORANDUM

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

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: February 28, 2025

SUBJECT: Request to amend the Bicentennial Comprehensive Plan for 24.9± acres of land **from Commercial Office to Medium Residential BCPA-2025-01**
Property Location: 2190-2220 Wehrle Dr
Petitioner: Young Development, Inc.

No concerns with request

cc: Sean Hopkins, 35 California Dr., Ste 100, Williamsville, NY 14221
Patrick Sheedy, Jr, Carmina Wood Design, 80 Silo City Row, Buffalo,NY 14203

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Amherst

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

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

February 21, 2025

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Joseph Buffamonte, SEQR Coordinator, NYSDOT
David Denk, NYSDEC Region 9 Permits Office
Williamsville School District

RECEIVED
FEB 25 2025
TOWN OF AMHERST
BUILDING DEPT

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 24.9± ACRES OF LAND FROM COMMERCIAL OFFICE TO MEDIUM RESIDENTIAL; **BCPA-2025-01**; PROPERTY LOCATED AT **2190-2220 WEHRLE DRIVE.** YOUNG DEVELOPMENT, INC., 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: USFW on property. Additional accessable parking will be required.

Please provide comments by **March 23, 2025**

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

Reviewed by (print name): Doug Gesel

Signature: Doug Gesel **Date:** 2/25/25

DU/SM/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2025\BCPA-2025-01_(2190-2200_Wehrle_Dr)_2025\BCPA-2025-01_Transmittal_022125.doc

cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Sean Hopkins, 35 California Drive, Suite 100, Williamsville, NY 14221
Patrick Sheedy, Jr., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Adam Karl
[redacted]

May 12, 2025

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

Subject: Opposition to Zoning Change Request for 2190-2220 Wehrle Dr.
File: BCPA-2025-01

Dear Planning Board Members,

I hope this letter finds you well. I am writing to express my strong opposition to the proposed zoning change for the property located at 2190-2220 Wehrle Dr. As a concerned neighbor at 305 Bellingham whose property directly borders the above reference parcel, I believe that this proposed change will have significant negative impacts on our neighborhood. I urge the Planning Board to not move forward with this zoning change.

Living in the immediate area I am well aware of the pretentious past that this parcel (2190-2220 Wehrle Dr) has had. It was originally zoned as Single Family Residential and then rezoned to Commercial-Office. The proposed developer now wants to rezone it from its current zoning to Multifamily Residential District 6 “MFR-6” which is 15 units an acre compared to Single Family Residential which is 2-4 units an acre. The developer then goes on to state in their April 29, 2025 application that they intend on constructing 366 units on the 25 acre lot with several of the buildings being 4 stories in height. The density of the site and height of the buildings go against the current neighborhood character. Previous rezoning approvals in the immediate area that are directly adjacent to Single Family Residential includes George Karl Blvd which was rezoned (Z-19-00A) and included deed restrictions on height (2 stories) and setback (100’ green space) because the town wanted to comfort with the existing character in the area. Additionally in the immediate area is the Spindrift apartment complex that is zoned at a less dense zoning of Multifamily Residential District 5 - “MFR 5” and does not border or immediately impact single family homes. It borders businesses, the local community college, and the parcel in question which is zoned as Commercial-Office.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)



There are several key reasons why I oppose this zoning change:

Impact on Local Infrastructure: The proposed change would place an undue burden on the already stressed local infrastructure, including roads, public services, and utilities. The water pressure in the area is already a major issue for myself and my neighbors. Allowing this magnitude in our backyard is going to further degrade our water pressure quality of life. When asked at a neighborhood meeting the developer hosted on March

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

11, 2025 the developer spoke of solving the property water pressure issue with a booster pump. That may be a solution to their development but it is only going to degrade the water infrastructure of the area even further. Within the past five years there was a major fire very close to this parcel at 120 Earhart Dr where the fire department had to call for fire engine tankers because the water pressure could not sustain an efficient fire attack. These tankers come from communities that do not have fire hydrants every 500 feet. Our community has these fire hydrants but they basically ran dry during a time of need.



Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)



Property Values and Quality of Life: There is a major concern that this zoning change could lower property values in the surrounding area especially on streets that are directly adjacent to this proposed development. Neighbors on surrounding streets will now have two to four story apartment buildings in their backyards which will reduce privacy. This could lead to the area becoming less desirable as those individuals that have lived in the area for decades with essentially an empty field behind them would have to contend with a very large dense residential footprint of 366 units in 23 buildings across 25 acres.

Lack of Public Support: Other than one brief “informal” meeting that took place on March 11, 2025 that residents were given a week’s worth of notice that has been little outreach to the surrounding/affected community. The notice of this meeting also listed the height of the structure as three stories and not four stories. During this brief meeting multiple residents expressed many of the concerns I have listed above to the representatives of the development company. These representatives assured the attending neighbors that they would look into it and take them into consideration. Upon reviewing the submitted application and information on the town website it appears that none of the resident’s concerns were taken into account and that the developer appears to be moving forward without community input.

For these reasons, I strongly urge the Town of Amherst Planning Board to reject the proposed zoning change from Commercial-Office to MFR-6 and instead seek a lower

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Multifamily Residential classification with a reduction in height and density. I would also say that a rezoning from Commercial-Office to MFR-6 is a very negative rezoning. Many individuals in the area made decisions regarding residency in the area with the current zoning in mind. Many residents and neighbors would rather have office buildings as neighbors instead of high density apartment buildings. The residents and neighbors are not upset that something is being built on that parcel. They are aware of the value of the parcel of land in question. To believe nothing will be built on it would be foolish. The concern is that a developer is attempting to maximize their profits over the justified concerns of long term neighbors. Numerous neighbors I have spoken to are looking for a reduction in the scale, density, and height. The feeling is also that if they are attempting to change the zoning it should be to something that fits into the character of the existing area and not negatively impact existing residents and neighbors.

In conclusion the feeling among my neighbors and town residents is that the zoning change is very severe and extreme.

Thank you for your time and attention to this important matter. I trust that you will consider the long-term effects of this proposal and make the decision that is in the best interest of the community.

Sincerely,

Adam Karl

Adam Karl
[redacted]
Concerned citizen/town resident

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Carrato, Amy

From: Jillian Lenhard <[redacted]>
Sent: Tuesday, May 13, 2025 1:11 PM
To: Carrato, Amy
Subject: Opposition to Zoning Change Request for 2190-2220 Wehrle Dr. File: BCPA-2025-01

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.

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

Dear Planning Board Members,

I hope this letter finds you well. I am writing to express my strong opposition to the proposed zoning change for the property located at 2190-2220 Wehrle Dr. As a concerned neighbor/town resident in the area, I believe that this proposed change will have significant negative impacts on our neighborhood. I urge the Planning Board to not move forward with this zoning change.

This parcel was originally zoned as Single Family Residential and then rezoned to Commercial-Office. The proposed developer now wants to rezone it from its current zoning to Multifamily Residential District 6 “MFR-6” which is 15 units an acre compared to Single Family Residential which is 2-4 units an acre. The developer then goes on to state in their April 29, 2025 application that they intend on constructing 366 units on the 25 acre lot with several of the buildings being 4 stories in height. The density of the site and height of the buildings go against the current neighborhood character. Previous rezoning approvals in the immediate area that are directly adjacent to Single Family Residential includes George Karl Blvd which was rezoned (Z-19-00A) and included deed restrictions on height (2 stories) and setback (100’ green space) because the town wanted to comfort with the existing character in the area. Additionally in the immediate area is the Spindrift apartment complex that is zoned at a less dense zoning of Multifamily Residential District 5 - “MFR 5” and does not border or immediately impact single family homes. It borders businesses, the local community college, and the parcel in question which is zoned as Commercial-Office.

There are several key reasons why I oppose this zoning change:

- Impact on Local Infrastructure - Especially Water Pressure
- Property Values and Quality of Life
- Lack of Public Support

For these reasons, I strongly urge the Town of Amherst Planning Board to reject the proposed zoning change from Commercial-Office to MFR-6 and instead seek a lower Multifamily Residential classification with a reduction in height and density. I would also say that a rezoning from Commercial-Office to MFR-6 is a very negative outcome. Many individuals in the area made decisions regarding residency in the area with the current zoning in mind. Many residents and neighbors would rather have office buildings as neighbors instead of high density apartment buildings. The residents and neighbors are not upset that something is being built on that parcel. They are aware of the value of the parcel of land in question. To believe nothing will be built on it would be foolish to think. The concern is that a developer is attempting to maximize their profits over the justified concerns of long term neighbors. Numerous neighbors I have spoken to are looking for a reduction in the scale, density, and height. The feeling is also that if they are attempting to change the zoning it should be to something that fits into the character of the existing area and not negatively impact existing residents and neighbors.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

In conclusion the feeling among my neighbors and town residents is that the zoning change is very severe and extreme.
Thank you for your time and attention to this important matter. I trust that you will consider the long-term effects of this proposal and make the decision that is in the best interest of the community.
Sincerely,

Concerned Neighbor
Jillian Lenhard
[redacted]

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Carrato, Amy

From: Thrall <[redacted]>
Sent: Tuesday, May 13, 2025 9:05 PM
To: Carrato, Amy
Subject: Opposition to Zoning Change Request for 2190-2220 Wehrle Dr.

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.

Name: Ronald Ciaccia
Address: [redacted]
Williamsville,NY 14221
Email: [redacted]

Date: 5/13/25

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

Subject: Opposition to Zoning Change Request for 2190-2220 Wehrle Dr.
File: BCPA-2025-01

Dear Planning Board Members,

I hope this letter finds you well. I am writing to express my strong opposition to the proposed zoning change for the property located at 2190-2220 Wehrle Dr. As a concerned neighbor/town resident in the area, I believe that this proposed change will have significant negative impacts on our neighborhood. I urge the Planning Board to not move forward with this zoning change.

This parcel was originally zoned as Single Family Residential and then rezoned to Commercial-Office. The proposed developer now wants to rezone it from its current zoning to Multifamily Residential District 6 “MFR-6” which is 15 units an acre compared to Single Family Residential which is 2-4 units an acre. The developer then goes on to state in their April 29, 2025 application that they intend on constructing 366 units on the 25 acre lot with several of the buildings being 4 stories in height. The density of the site and height of the buildings go against the current neighborhood character. Previous rezoning approvals in the immediate area that are directly adjacent to Single Family Residential includes George Karl Blvd which was rezoned (Z-19-00A) and included deed restrictions on height (2 stories) and setback (100’ green space) because the town wanted to comfort with the existing character in the area. Additionally in the immediate area is the Spindrift apartment complex that is zoned at a less dense zoning of Multifamily Residential District 5 - “MFR 5” and does not border or immediately impact single family homes. It borders businesses, the local community college, and the parcel in question which is zoned as Commercial-Office.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

There are several key reasons why I oppose this zoning change:

- Impact on Local Infrastructure - Especially Water Pressure
- Property Values and Quality of Life
- Lack of Public Support

For these reasons, I strongly urge the Town of Amherst Planning Board to reject the proposed zoning change from Commercial-Office to MFR-6 and instead seek a lower Multifamily Residential classification with a reduction in height and density. I would also say that a rezoning from Commercial-Office to MFR-6 is a very negative outcome. Many individuals in the area made decisions regarding residency in the area with the current zoning in mind. Many residents and neighbors would rather have office buildings as neighbors instead of high density apartment buildings. The residents and neighbors are not upset that something is being built on that parcel. They are aware of the value of the parcel of land in question. To believe nothing will be built on it would be foolish to think. The concern is that a developer is attempting to maximize their profits over the justified concerns of long term neighbors. Numerous neighbors I have spoken to are looking for a reduction in the scale, density, and height. The feeling is also that if they are attempting to change the zoning it should be to something that fits into the character of the existing area and not negatively impact existing residents and neighbors.

In conclusion the feeling among my neighbors and town residents is that the zoning change is very severe and extreme.

Thank you for your time and attention to this important matter. I trust that you will consider the long-term effects of this proposal and make the decision that is in the best interest of the community.

Sincerely,
Ronald Ciaccia

Concerned citizen / Concerned Neighbor

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Carrato, Amy

From: Lynne MASON-WICKS <[redacted]>
Sent: Tuesday, May 13, 2025 10:08 PM
To: Carrato, Amy
Subject: Opposition to zoning change request for 2190-2220. Wehrle Dr. File:BCPA-2025-01

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.

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

Dear Planning Board Members,

I hope this letter finds you well. I am writing to express my strong opposition to the proposed zoning change for the property located at 2190-2220 Wehrle Dr. As a concerned neighbor/town resident in the area, I believe that this proposed change will have significant negative impacts on our neighborhood. I urge the Planning Board to not move forward with this zoning change.

This parcel was originally zoned as Single Family Residential and then rezoned to Commercial-Office. The proposed developer now wants to rezone it from its current zoning to Multifamily Residential District 6 “MFR-6” which is 15 units an acre compared to Single Family Residential which is 2-4 units an acre. The developer then goes on to state in their April 29, 2025 application that they intend on constructing 366 units on the 25 acre lot with several of the buildings being 4 stories in height. The density of the site and height of the buildings go against the current neighborhood character. Previous rezoning approvals in the immediate area that are directly adjacent to Single Family Residential includes George Karl Blvd which was rezoned (Z-19-00A) and included deed restrictions on height (2 stories) and setback (100’ green space) because the town wanted to comfort with the existing character in the area. Additionally in the immediate area is the Spindrift apartment complex that is zoned at a less dense zoning of Multifamily Residential District 5 - “MFR 5” and does not border or immediately impact single family homes. It borders businesses, the local community college, and the parcel in question which is zoned as Commercial-Office.

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- Property Values and Quality of Life
- Lack of Public Support

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Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

attempting to change the zoning it should be to something that fits into the character of the existing area and not negatively impact existing residents and neighbors.

In conclusion the feeling among my neighbors and town residents is that the zoning change is very severe and extreme.

Thank you for your time and attention to this important matter. I trust that you will consider the long-term effects of this proposal and make the decision that is in the best interest of the community.

Sincerely,

Concerned Neighbor
Lynne Mason Wicks
[redacted]

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Carrato, Amy

From: Susan Roman <[redacted]>
Sent: Wednesday, May 14, 2025 11:55 AM
To: Carrato, Amy
Subject: 2190-2220 Wehrle Dr.

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.

Name: Susan Roman
Address: [redacted]
Email: [redacted]

Date: May 14, 2025

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

Subject: Opposition to Zoning Change Request for 2190-2220 Wehrle Dr.
File: BCPA-2025-01

Dear Planning Board Members,

I am writing to express my strong opposition to the proposed zoning change for the property located at 2190-2220 Wehrle Dr. As a concerned resident in the area, I believe this proposed change would have significant negative impacts on our neighborhood. I urge the Planning Board not to move forward with this zoning change.

The proposed developer now wants to rezone it from its current zoning to Multifamily Residential District 6 “MFR-6” which is 15 units an acre compared to Single Family Residential which is 2-4 units an acre. The developer then goes on to state in their April 29, 2025 application that they intend on constructing 366 units on the 25 acre lot with several of the buildings being 4 stories in height. The density of the site and height of the buildings go against the current neighborhood character.

Previous rezoning approvals in the immediate area that are directly adjacent to Single Family Residential includes George Karl Blvd which was rezoned (Z-19-00A) and included deed restrictions on height (2 stories) and setback (100’ green space) because the town wanted to conform with the existing character in the area. Additionally, in the immediate area of this proposal is the Spindrift apartment complex zoned at a less dense zoning of Multifamily Residential District 5 - “MFR 5”. It does not border or immediately impact single family homes. It borders businesses, the local community college, and the parcel in question which is zoned as Commercial-Office.

There are several key reasons why I oppose this zoning change:

- Impact on Local Infrastructure - Especially Water Pressure

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

- Property Values and Quality of Life
- Lack of Public Support

For these reasons among others, I strongly urge the Town of Amherst Planning Board to reject the proposed zoning change from Commercial-Office to MFR-6. Seeking a significantly lower Multifamily Residential classification with a reduction in height and density or PREFERABLY NOT CHANGING THE ZONING AT ALL is the outcome I hope for! Rezoning from Commercial-Office to MFR-6 would have a very negative outcome on a 24/7 basis.

Overall, our residents and neighbors would rather have office buildings as neighbors instead of high density apartment buildings. Businesses generally impact the locale on a more limited basis. We are not upset that something is being built on that parcel and are aware of the value of the parcel of land in question. To believe nothing will be built there would be foolish. The concern is that a developer is attempting to maximize their profits over the justified concerns of long term neighbors. Whatever is eventually built on the Wehrle property should fit the character of the existing area.

Again, I feel very strongly that this zoning change would be detrimental to us. I respectfully request that our board members consider all aspects of this project as though it was being built in their “backyard”!

Thank you for your time and attention to this important matter. I trust that you will consider the long-term effects of this proposal and make the decision that is in the best interest of the community.

Sincerely,

Susan Roman

Concerned citizen / Concerned Resident

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Rupp Pfalzgraf LLC
People at law

1600 Liberty Building, 424 Main Street, Buffalo, New York 14202
P 716.854.3400 www.RuppPfalzgraf.com

MARC A. ROMANOWSKI
PARTNER
romanowski@RuppPfalzgraf.com

May 15, 2025

Via E-Mail and Hand Delivery

Town of Amherst Planning Board
Municipal Building (Town Hall)
5583 Main Street
Williamsville, New York 14221

Town of Amherst Town Board
Municipal Building (Town Hall)
5583 Main Street
Williamsville, New York 14221

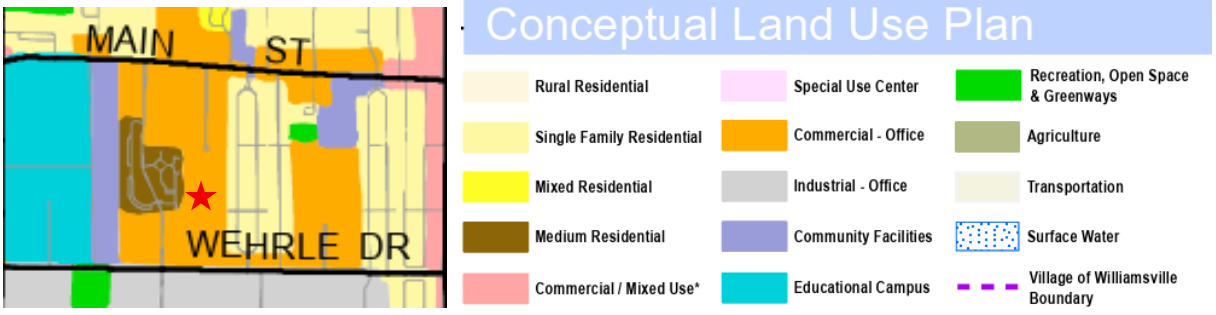
ATTN: Scott Marshall, Principal Planner

Re: Request for Bicentennial Comprehensive Plan Amendment from Commercial-Office to Medium Residential for 2190-2200 Wehrle Drive, Amherst, NY (SBL No. 81.02-1-10.1)

Ladies and Gentlemen:

On behalf of Windsong Place Associates, LP, the owner of Windsong Apartments and Windsong Place Apartments ("Windsong"), we are submitting this letter to express concerns regarding the proposed Bicentennial Comprehensive Plan Amendment for 2190-2200 Wehrle Drive, Amherst, New York 14221 (the "Project" or "Project Site"). Windsong neighbors the Project Site on its western side located at 25 Spring Meadow Drive and 1 Spindrift Court.

Windsong acknowledges that the Planning Board is currently reviewing only a request to amend the Bicentennial Comprehensive Plan ("Plan") from Commercial-Office to Medium Residential designation. The Project Site is indicated with a red star in Figure 6 of the Plan below.

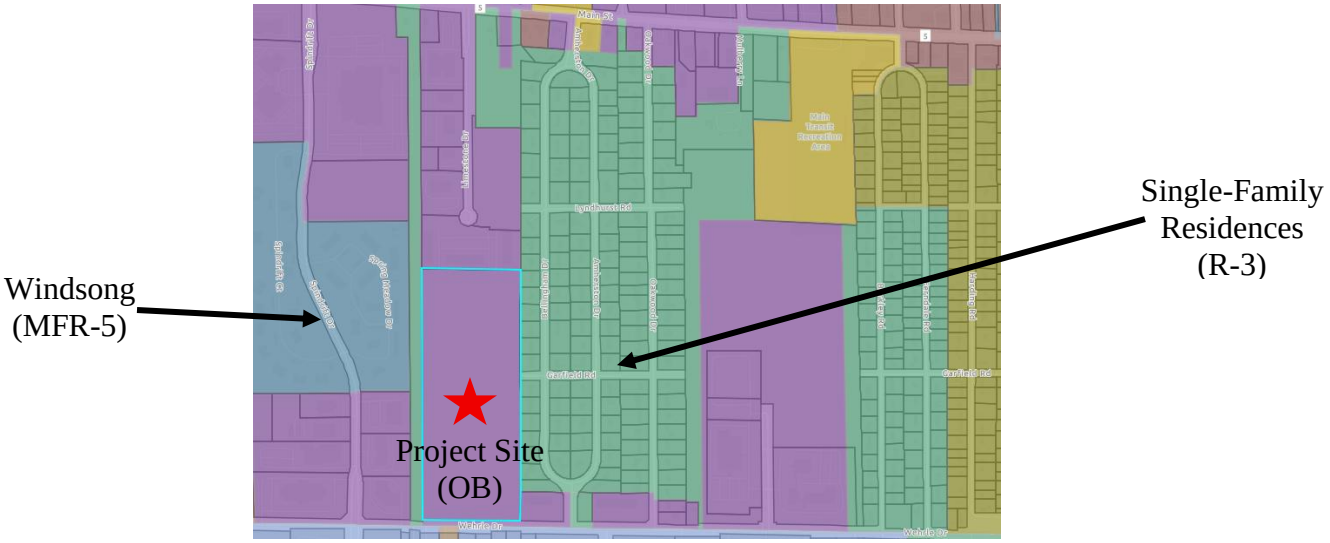


However, we respectfully emphasize that this proposed amendment represents the critical first step that will enable subsequent rezoning of the Site to accommodate the Project's proposed higher density development.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

We urge the Board to consider the full implications of the proposed amendment, as it will directly pave the way for rezoning that raises substantial concerns regarding infrastructure capacity, including water pressure limitations, sewer system adequacy, and increased traffic congestion on our local roadways. While the amendment alone is before you today, its approval will inevitably trigger density-related challenges that warrant careful consideration at this preliminary stage.

As shown on the Town of Amherst Zoning Map reproduced below, the Project Site is currently zoned Office Building District ("OB") and abuts a single-family residential neighborhood to the east, zoned Residential District Three ("R-3"), with the Windsong development to the west, zoned Multifamily Residential District Five ("MFR-5").



Ultimately, the Project seeks to rezone the Project Site to Multifamily Residential District Six ("MFR-6"). The MFR-6 district is inconsistent with the existing surrounding residential areas and will likely pose difficulties, such as the ones discussed above, to residents as a result of the higher density. Please see a chart comparing the bulk requirements of these zoning districts attached as **Exhibit A**.

While we recognize that the Planning Board is currently reviewing only the Plan amendment, we respectfully urge the Board to consider the broader implications of its recommendation. We ask that these downstream impacts be carefully weighed in your deliberations on the proposed amendment, as they represent real challenges that will directly affect community wellbeing and quality of life once rezoning follows this amendment's approval.

Very truly yours,

Marc A. Romanowski

/mjd
Enclosure

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

EXHIBIT A

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Comparison of Bulk Requirements for Zoning Districts in Area Surrounding 2190-2200 Wehrle Drive

Bulk Requirement	**OB** Code § 4-2-2-B	**R-3** Code § 3-6-2-B	**MFR-5** Code § 3-11-2-B(2)	**MFR-6** Code § 3-12-2-B(3)
Min. lot area (SF)	None.	8,450 SF (interior lot) 9,750 SF (corner lot)	• 3,630 (0-1 BR) • 4,356 (2 BR) • 5,445 (3 BR) • 6,250 (4 BR)	• 2,562 (0-1 BR) • 2,904 (2 BR) • 3,630 (3 BR) • 4,356 (4 BR)
Min. lot width	None.	65’ (interior lot) 75’ (corner lot)	150’	200’
Min. building separation	30’	N/A	Calculated per § 3-15-5.	Calculated per § 3-15-5.
Min. front yard	20’ (for bldg. height up to 35’) 30’ (for bldg. height 35’+)	30’	Calculated per § 3-15-5.	Calculated per § 3-15-5.
Min. rear yard	Calculated per § 2-5-4-B(3).	30’	Calculated per § 3-15-5.	Calculated per § 3-15-5.
Min. side yard	Calculated per § 2-5-4-B(3).	5’ 10’ (combined)	Calculated per § 3-15-5.	Calculated per § 3-15-5.
Max. height	65’	2 stories 35’	35’	65’
Max. building coverage	None.	35%	40%	40%
Min. floor area	N/A	1,000 SF (under 2 stories) 1,200 SF (2+ stories)	• 400 SF (0 BR) • 640 SF (1 BR) • 760 SF (2 BR) • 1,000 SF (3 BR) • 1,200 SF (4 BR)	• 400 SF (0 BR) • 640 SF (1 BR) • 760 SF (2 BR) • 1,000 SF (3 BR) • 1,200 SF (4 BR)

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

Carrato, Amy

From: [redacted]
Sent: Thursday, May 15, 2025 11:45 AM
To: Carrato, Amy
Subject: Proposed rezoning on Wehrle Dr

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.

Vincent LoTempio
[redacted]

May 15, 2025
Town of Amherst Planning Board
5583 Main Street
Williamsville, New York 14221
Subject: Opposition to Zoning Change Request for 2190-2220 Wehrle Dr.
File: BCPA-2025-01

Dear Planning Board Members,

I hope this letter finds you well. I am writing to express my very strong opposition to the proposed zoning change for the property located at 2190-2220 Wehrle Drive. As a concerned neighbor/town resident in the area, I believe that this proposed change will have significant negative impacts on our neighborhood. I urge the Planning Board to not move forward with this zoning change.

This parcel was originally zoned as Single Family Residential and then rezoned to Commercial-Office. The proposed developer now wants to rezone it from its current zoning to Multifamily Residential District 6 “MFR-6” which is 15 units an acre compared to Single Family Residential which is 2-4 units an acre. The developer then goes on to state in their April 29, 2025 application that they intend on constructing 366 units on the 25 acre lot with several of the buildings being 4 stories in height. The density of the site and height of the buildings go against the current neighborhood character. Previous rezoning approvals in the immediate area that are directly adjacent to Single Family Residential includes George Karl Blvd which was rezoned (Z-19-00A) and included deed restrictions on height (2 stories) and setback (100’ green space) because the town wanted to conform with the existing character in the area. Additionally in the immediate area is the Spindrift apartment complex that is zoned at a less dense zoning of Multifamily Residential District 5 - “MFR 5” and does not border or immediately impact single family homes. It borders businesses, the local community college, and the parcel in question which is zoned as Commercial-Office.

There are several key reasons why I oppose this zoning change:

- Impact on Local Infrastructure - Especially Water Pressure
- Traffic congestion (close to the village, it is already too congested all day long)
- Property Values
- Quality of Life in a residential area
- Lack of Public Support
- Destruction of more green space in the town.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

For these reasons, I strongly urge the Town of Amherst Planning Board to reject the proposed zoning change from Commercial-Office to MFR-6 and instead seek a lower Multifamily Residential classification with a reduction in height and density. I would also say that a rezoning from Commercial-Office to MFR-6 is a very negative outcome. Many individuals in the area made decisions regarding residency in the area with the current zoning in mind. My wife and I bought our home in November 2002 with the belief that due to the Army Corps of Engineers study of the spring fed wetlands, that there was a 50 year moratorium on building ANYTHING behind our property on Bellingham Drive.

Many residents and neighbors would rather have office buildings as neighbors instead of high density apartment buildings. The residents and neighbors are not upset that something is being built on that parcel. They are aware of the value of the parcel of land in question. To believe nothing will be built on it would be foolish. The concern is that a developer is attempting to maximize their profits over the justified concerns of long term neighbors. Numerous neighbors I have spoken to are looking for a reduction in the scale, density, and height. The feeling is also that if they are attempting to change the zoning it should be to something that fits into the character of the existing area and not negatively impact existing residents and Neighbors. This is important to me since we have a reasonable expectation that the town would consider long time residents' concerns as well as developers. One last thing, I feel that there should be every effort made to insure the privacy of Bellingham Drive residents. A berm with some kind of trees/bushes to block our view of parking lots and apartment structures should be required, as well as the proposed 8 foot fence along the Bellingham side of the property.

In conclusion the feeling among my neighbors and town residents is that the zoning change is very severe and extreme. Thank you for your time and attention to this important matter. I trust that you will consider the long-term effects of this proposal and make the decision that is in the best interest of the community AND our neighborhood.

Sincerely,
Vincent M. LoTempio

Concerned Neighbor

Confidentiality Notice: This electronic mail transmission is intended for the personal and confidential use of the designated recipient(s) named above. This message may contain confidential student or personnel data or an attorney-client communication and as such is privileged and confidential. If you are not the intended recipient, you are hereby notified that you have received this message and any attached documents in error, that any review, dissemination/disclosure, copying, distribution, or 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 email and delete the original message and documents. Thank you for your cooperation.

Attachment: BCPA-2025-01_TB letter packet 062325 (RES-2025-564 : 2190-2200 Wehrle Drive - Bicentennial Comprehensive Plan Amendment)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30671 **RESOLUTION 2025-629** **DECISION DATE**

46-84 South Linden Street Rezoning

Request to rezone 46-84 South Linden Street from R-3 to MFR-5.

7/21/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:55 PM.

Attorney Jeff Palumbo presented.

The following resident spoke:
Don Smith, 201 N Long St

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the August 18th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 8:03 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 8/18/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

Amherst

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

Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Direc

Daniel J. Ulatowski,
Assistant Planning D

Town Board Agenda of July 21, 2025

July 14, 2025

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

Subject: Request to rezone 2.4± acres of land from Residential District Three (R-3) and Community Facilities District (CF) to Multifamily Residential District Five (MFR-5), property located at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way, South Linden, LLC, Petitioner, (Z-2025-01).

Honorable Members:

The subject properties comprise a 2.4± acre 'L' shaped area of land that has 50± feet of frontage on Wehrle Drive, 215± feet of frontage on McIntire Road and a depth of 688± feet from Wehrle Drive to McIntire Road. The properties are located on the north side of Wehrle Drive approximately 375± feet east of South Harvest Street and are undeveloped wooded lots comprising the former right-of-way for South Linden Street.

Wehrle Drive at the subject location is an Erie County highway, designated as a minor arterial in the Town of Amherst Bicentennial Comprehensive Plan. The New York State Thruway located just to the north of the subject property is part of the Interstate Highway System identified as I-90 and is designated as an Expressway in the Town of Amherst Bicentennial Comprehensive Plan.

The properties that comprise this request are under the approach/departure path for the use of runway 14/32 at the Buffalo Niagara International Airport located 1,400± feet southeast of the subject site.

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

The purpose of this request to amend the zoning of the property so the petitioner can develop the parcels for a 28-unit townhome development consisting of a 12-unit and a 16-unit building.

The subject sites at 46, 54, 60, 68, 74 & 84 South Linden Street and the western half of the former South Linden Street Right-of-Way were zoned Residential District Three (R-3) and the eastern half or the former South Linden Street Right-of-Way was zoned Community Facilities District (CF) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Honorable Town Board

Rezone land from R-3 and CF to MFR-5;
property located at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way
Agenda of July 21, 2025

The Town Board on November 12, 2024 Amended Figure 6 in the Town of Amherst Comprehensive Plan for 2.4± acres of land from Single Family Residential to Mixed Residential for the subject properties and former South Linden Street right-of-way. (BCPA-2023-02).

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The subject request is consistent with the various forms and densities of residential land uses along Wehrle Drive and the surrounding area, and is consistent with many of the objectives of Chapter 8 -Housing and Neighborhoods of the Town of Amherst Bicentennial Comprehensive Plan.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

Under the proposed zoning district, MFR-5, the permitted development can be consistent with the surrounding development as long as the scale and form of housing is compatible and complements the adjacent detached single-family housing that is located north of Wehrle Drive and west of the subject area.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. The Engineering Department will require a downstream sanitary sewer capacity analysis prior to any development of the parcels that are part of this request. This is an Unlisted action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal.

RECOMMENDATION

The Planning Board at their meeting of May 15, 2025 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved with the following conditions:

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Honorable Town Board

Rezone land from R-3 and CF to MFR-5;
property located at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way
Agenda of July 21, 2025

1. That principal structures be limited to 4 to 6 units per structure.
2. That the form of proposed structures be consistent with the scale of adjacent single-family homes and be provided with a slope roof type.

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
Att.
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Town_Board_Letter_072125.docx
cc: Steven B. Bengart, Town Attorney

Planning Board Approval May 15, 2025
Ayes 5, Noes 1 (Penberthy), Absent 1 (Gill)

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2025-01

PETITIONER

South Linden, LLC
493 Kennedy Road
Cheektowaga, New York 14227

PROPERTY LOCATION

46, 54, 60, 68, 74 & 84 South Linden Street and
former South Linden Street Right-of-Way

MAY 23 2025 PM1

WHEREAS the Town of Amherst Planning Board on Thursday, May 15, 2025 held a public hearing on the proposed rezoning of land from Residential District Three (R-3) to Multifamily Residential District Five (MFR-5), and

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

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

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

A. The proposed zoning and development plan **is** generally consistent with the policies of Chapter 8 of the Town of Amherst Bicentennial Comprehensive Plan and the Zoning Ordinance.

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

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

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

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

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived since hydric/potentially hydric soils have not been identified on the parcel.

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

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2025-01

PETITIONER

South Linden, LLC

PROPERTY LOCATION

46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way

MAY 23 2025 PM1

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

1. That principal structures be limited to 4 to 6 units per structure.

2. That the form of proposed structures be consistent with the scale of adjacent single-family homes and be provided with a slope roofs.

The foregoing resolution was adopted by the Town of Amherst Planning Board, May 15, 2025; moved by Davis; seconded by O'Rourke; ayes 5; noes 1 (Penberthy); absent 1 (Gill).

Michael J. Chmiel, Planning Board Chair

5/22/25
Date

SM/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_resolution_051525.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Jeffrey D. Palumbo, Block, Longo, LaMarca & Brezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031
John Militello, South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: _____ **Acreage** 2.4 **Fee $** 1,515.00

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	_____
2 – 20 ACRES **$1,250 + $250/acre or fraction thereof over 2 acres** (fractions of an acre to be counted as 1 acre)		$1,500
21 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 21 acres** (fractions of an acre to be counted as 1 acre)		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres** (fractions of an acre to be counted as 1 acre)		_____
Request for Relief of / Change to Conditions of Zoning Approval	**$1,200.**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	$15
TOTAL FEE:		**$** 1,515.00

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

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: South Linden, LLC

Address: 493 Kennedy Rd

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

Phone: (716) 432-6947 Fax

E Mail: john@kimilco.com

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

From: R-3 District

To: MFR-6 District

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

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

SBL #: 80-16-4-7, 80-16-4-6, 80-16-4-5, 80-16-4-4, 80-16-4-3, 80-16-4-2

4. **Area of land to be rezoned** (in acres): 2.4

5. **Owner of Land:**

Name: South Linden, LLC

Address: See above

City State Zip Code

Phone: See above

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

Name: Jeffery D. Palumbo

Address: 9276 Main St.

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

Phone: (716) 308-7211 Fax

E Mail: jpalumbo@blockandlongo.com

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

7. Petitioner's interest in property

_____Option to purchase
__X__Owner
_____Other (explain) _____

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

9. Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.

10. Said property has the following deed restrictions or covenants: (attach copy)

Liber N/A Page _____

11. Information on proposed project:

A. Description of the character of the proposed development:
2 separate buildings, one containing 16 townhomes and one containing 12 townhomes

B. Rationale for rezoning request:

1. Why was this site chosen? Provides a transition from single family homes to the adjacent George F. Lamm American Legion Post 622

2. Why cannot land be used with the existing zoning? Existing residential, single family zoning is not conducive to the area given the immediately adjacent Youngman Highway

3. How will this rezoning impact surrounding properties? Positively, as it adds new upscale housing.

4. How will this rezoning impact the school system? Increase in tax revenue, and minor impact, if any, as townhomes typically attract empty nesters and young professionals without children.

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

12. Quantitative Data:

A. Total # of dwelling units 28 units

B. Distribution of dwelling units by type Townhomes

C. Gross Residential Density per acre 11 2/3 units per acre

D. Total amount of Open Space 1 acre +/-

E. Proposed Non-Residential Floor Area 0 sq. ft.

13. Development Schedule:

Start Summer 2025

Finish Spring 2026

Stages (# of) 1

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

Townhouse units may be sold or leased.

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

Potential homeowners association.

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

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

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

The Town Board, on November 12, 2024, determined the proposed land use is consistent with the Comprehensive Plan.

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

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

   Cite all text, maps, or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.
   The Town Board has determined the land use meets the intent and objective of the comprehensive plan.

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:
   See relevant sections of the comprehensive plan amendment application attached hereto as Exhibit A.

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

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

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
Yes, this provides a diversity of residential uses.

D. Suitability of the subject property for uses permitted by the current versus the proposed district: Rezoning to Multi-Family is a more natural transition than single family, given the location of the property.

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:
Yes, as it fulfills the need for diversity of housing options.

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

17. The petitioner encloses herewith the sum of $1,515.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

Signature of Petitioner

Subscribed and sworn to before me this 3rd *day of* Feb. 2025 20

Notary Public, Erie County, New York

SUZANNE M GASKILL
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GA4844709
Qualified in Erie County
Commission Expires March 30, 2027

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

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

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

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

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

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

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

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

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

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:
Rezoning to MFR-6 to allow the development of 28 townhome units

Name of Applicant or Sponsor:	Telephone: 716-308-7211
South Linden, LLC	E-Mail:

Address:
c/o Jeffery D. Palumbo, 9276 Main St.

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: Site plan approval - Amherst Planning Board	☐	☑

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: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

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

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

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

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

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

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

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

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑

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

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

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: Stormwater 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: Stormwater 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: 2-3-25

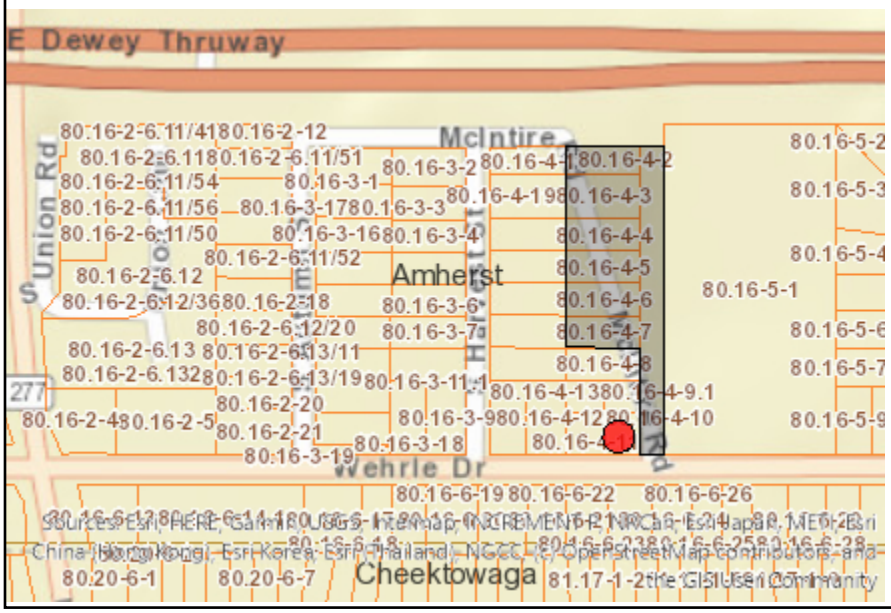
Signature: _____ Title: Attorney

PRINT FORM

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

EAF Mapper Summary Report

Monday, February 3, 2025 3:12 P...



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



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	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: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

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

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
URBAN LAND - CHEEKTOWAGA COMPLEX	N/R	→	→	→	→
URBAN LAND - LIMA COMPLEX	N/R	→	→	→	→

N/R - NOT RATED

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

____ Geotechnical report attached X Not applicable

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

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

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

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
2.4 AC +/-

6. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: ☐ Yes ☒ No

Describe_____

(Potential environmental impacts from adjacent or nearby projects undergoing the approval process will receive a coordinated environmental review to determine cumulative effects on common receivers (e.g. traffic and drainage corridors) and other relevant environmental concerns.)

7. Maximum number of vehicular trips to be generated per peak hour upon completion of project 17 PM PEAK
Source: ITE

8. Will blasting occur during construction? ☐ Yes ☒ No

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

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
6,160 GPD average flow 24,640 GPD peak flow.

(Average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

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

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

LOCAL LAW NO. _____-201_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE 46, 54, 60, 68, 74 & 84 South Linden Street **FROM** R-3 **TO** MFR-6 **AND TO AMEND THE ZONING MAP ACCORDINGLY.**
(address)

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 46, 54, 60, 68, 74 & 84 South Linden Street from R-3 to MFR-6 and to Amend The Zoning Map Accordingly."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 46, 54, 60, 68, 74 & 84 South Linden St. from R-3 to MFR-6 zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.
(address)

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from R-3 to MFR-6 the zoning of 46, 54, 60, 68, 74 & 84 South Linden St, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

Section 4. Validity.

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

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

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

Section 5. Effective Date.

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

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

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

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

EXHIBIT A

Comprehensive Plan Amendment Analysis

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: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

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: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Survey and Legal Description

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 PROVISION 2

● SET OR EX. 5/8" REBAR

McINTIRE (50.0' WIDE) ROAD

SOUTH LINE McINTIRE ROAD

SOUTH LINE LANDS APPROPRIATED BY THE NYS THRUWAY L-5292, P-169

50.00'

NOW OR FORMERLY
SOUTH LINDEN, LLC
L-11186, P-8858
SBL: 80.16-4-2

61.80

FENTON (50.0' WIDE) STREET ABANDONED
SEE RESOLUTION L-6053, P-41

NOW OR FORMERLY
SOUTH LINDEN, LLC
L-11186, P-8871
SBL: 80.16-4-3

95.00

NOW OR FORMERLY
SOUTH LINDEN, LLC
L-11186, P-8871
SBL: 80.16-4-4

70.00

NOW OR FORMERLY
SOUTH LINDEN, LLC
L-11186, P-8871
SBL: 80.16-4-5

70.00

NOW OR FORMERLY
SOUTH LINDEN, LLC
L-11186, P-8871
SBL: 80.16-4-6

70.00

668.50'

NOW OR FORMERLY
JOSEPH P MARASCO
& VANDINA MARASCO
SBL: 80.16-4-7

70.00

NOW OR FORMERLY
MICHELE R. HOOD
L-11061, P-4876
SBL: 80.16-4-8

70.00

NOW OR FORMERLY
DAVID DI MINNI
L-10952, P-6438
SBL: 80.16-4-9.2

70.00

NOW OR FORMERLY
SUFIAN B. ALMASHHADANY
L-11084, P-2333
SBL: 80.16-4-10

91.70

AREA: 0.767± ACRE

(UNIMPROVED)

SOUTH HARVEST (50.0' WIDE) STREET

SOUTH LINDEN (50.0' WIDE) STREET

668.64'

50.00'

WEHRLE (WIDTH VARIES) DRIVE

SURVEY OF
PART OF LOT 22, TOWNSHIP 11, RANGE 7
HOLLAND LAND SURVEY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

DATE	REVISION/TYPE

GPI ENGINEERING, LANDSCAPE ARCHITECTURE & SURVEYING, LLP
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
4950 GENESEE STREET, SUITE 100
BUFFALO, NEW YORK 14225
(716) 633-4844 FAX 633-4940

Job No. 9394
Scale 1" = 50'

Date: JULY 14, 2021
Tax No.

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Amherst, County of Erie and State of New York, being part of Lot 22, Township 11 and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the intersection of the west line of Linden Street (AKA South Linden Street) (50.0 feet wide) as shown on a subdivision map of Cayuga Heights filed in the Erie County Clerk's Office under Map Cover 898 and the north line of Wehrle Drive (width varies), said point being the southeast corner of lands conveyed to Sufian B. Almashhadany by deed recorded in the Erie County Clerk's Office in Liber 11084 of Deeds at Page 2333:

THENCE: Northerly, along the west line of Linden Street, a distance of 668.50 feet to the south line of McIntire Road (50.0 feet wide) as appropriated by the NYS Thruway and recorded in the Erie County Clerk's Office in Liber 5292 of Deeds at Page 169;

THENCE: Easterly, along the said south line of McIntire Road, a distance of 50.00 feet to the east line of Linden Street;

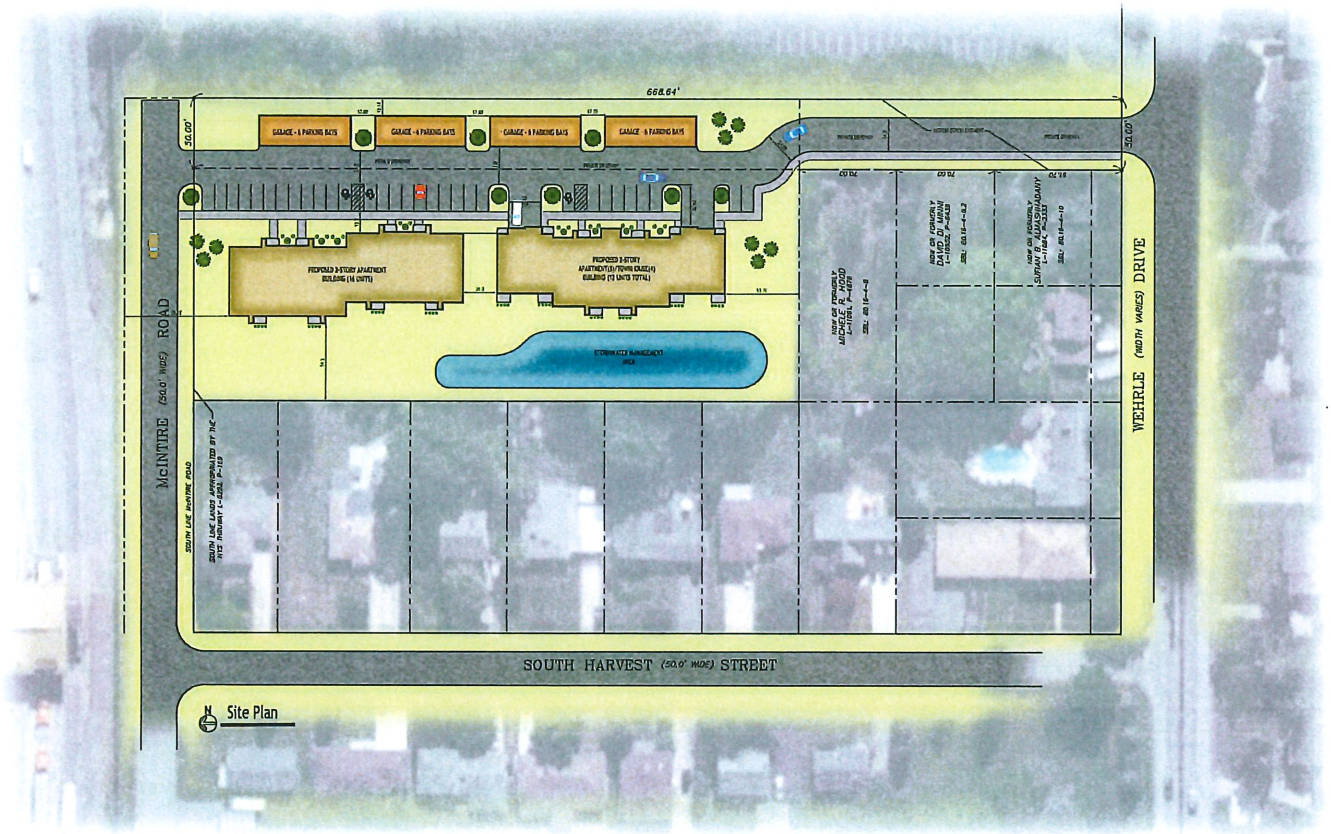
THENCE: Southerly, along the said east line of Linden Street, a distance of 668.64 feet to the aforementioned north line of Wehrle Drive;

THENCE: Westerly, along the said north line of Wehrle Drive, a distance of 50.00 feet to the POINT OF BEGINNING containing 0.767 acre be the same more or less.

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Preliminary Site Plan

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)



CARMINA WOOD DESIGN

Multi-Family Development
Site Plan Concept
S Linden Street | Amherst, NY
January 2024

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Owner Authorization

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

AUTHORIZATION

John Militello, as Member of South Linden LLC, record property owner of property located at South Linden Street, a paper street in the Town of Clarence, New York (SBL No. TBD), hereby authorize Block, Longo, LaMarca & Brzezinski, P.C. to file any and all applications along with any necessary supporting documentation, with the Town of Amherst in connection with the approvals sought for the properties referenced above.

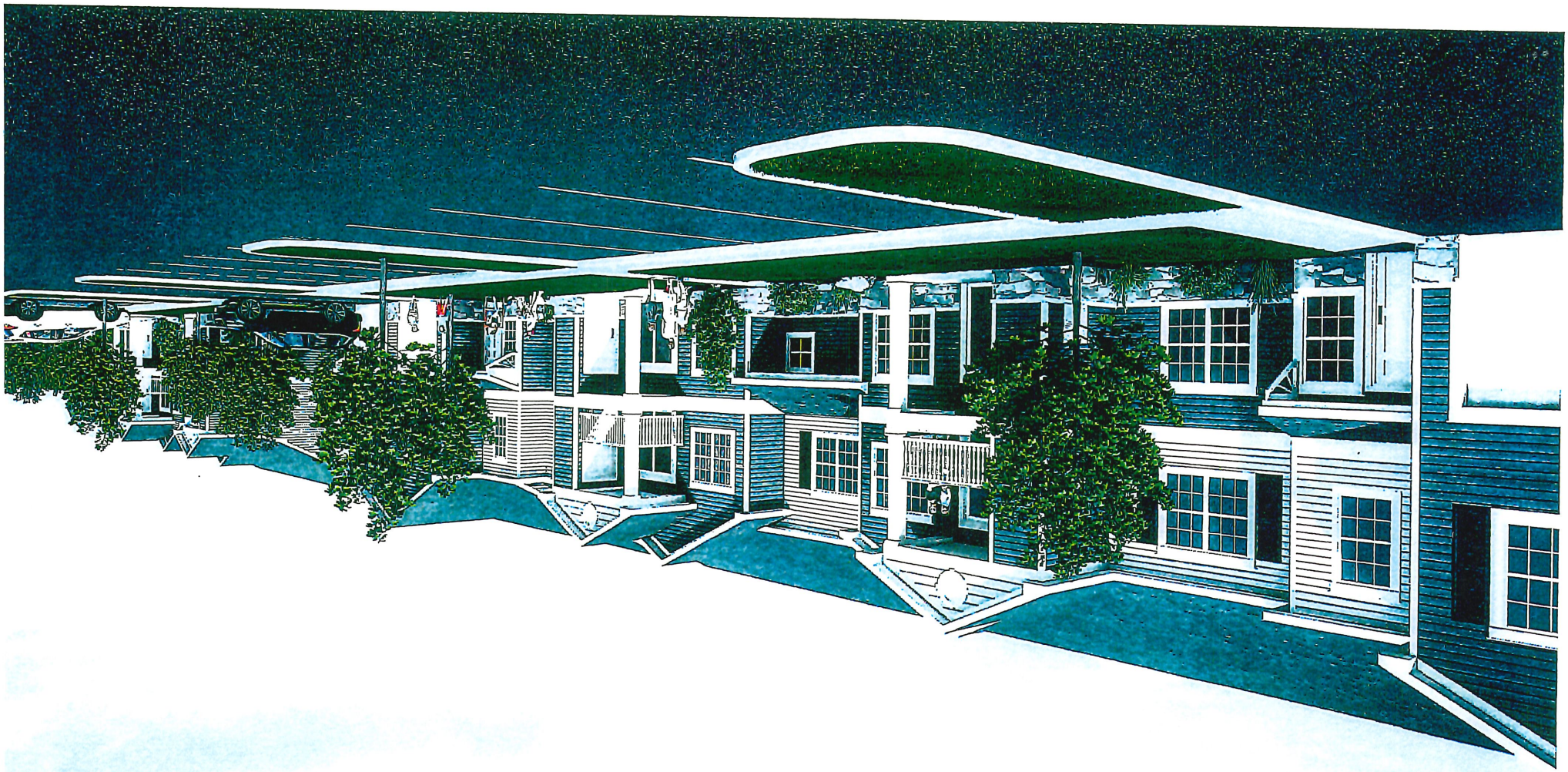
SOUTH LINDEN LLC

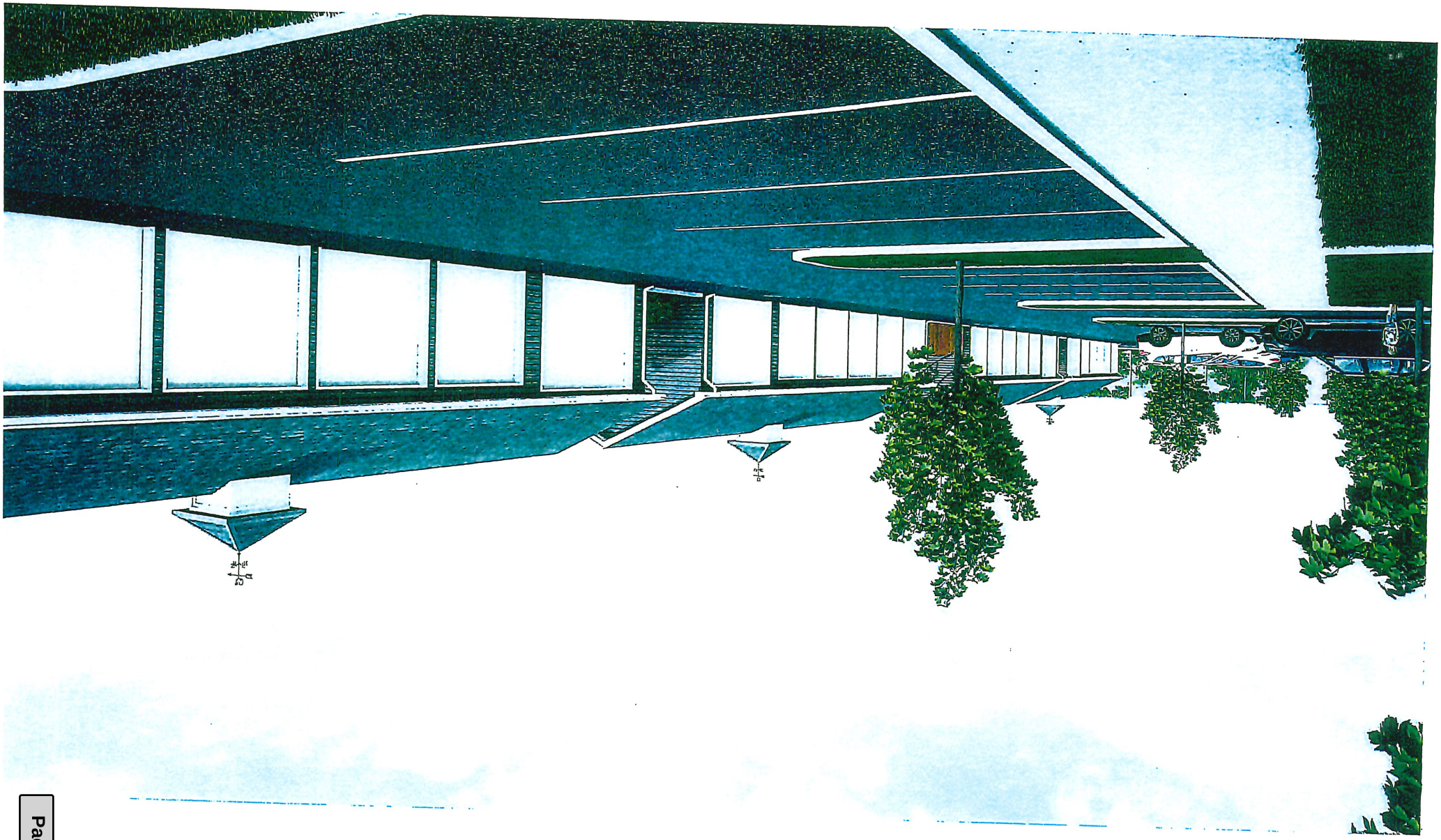
By: Militello, John
John Militello, Member
Dated: 08 / 21 / 2023

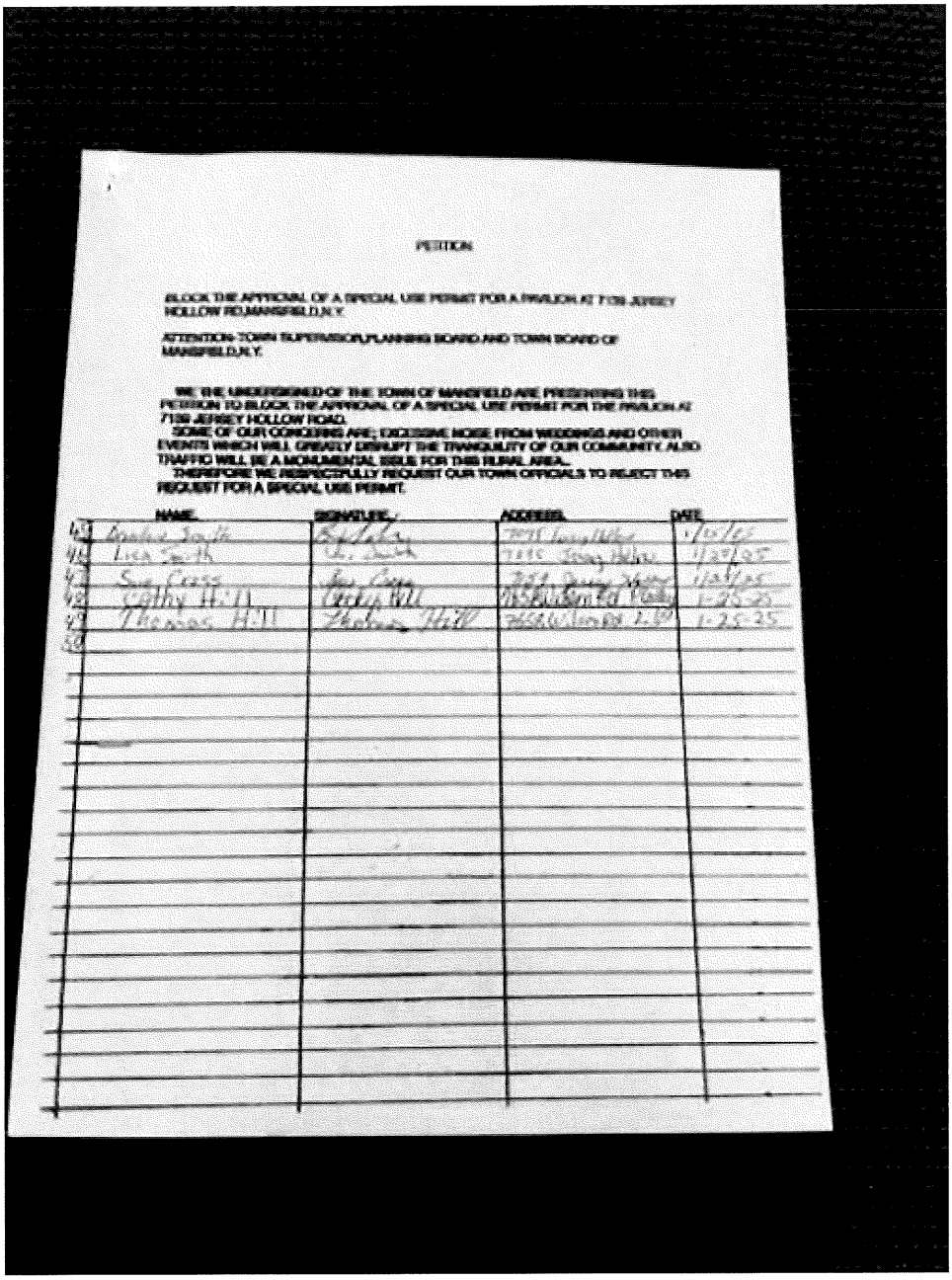
Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Renderings

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)







PETITION

BLOCK THE APPROVAL OF A SPECIAL USE PERMIT FOR A PAVILION AT 7139 JERSEY HOLLOW RD,MANSFIELD,N.Y.

ATTENTION-TOWN SUPERVISOR,PLANNING BOARD AND TOWN BOARD OF MANSFIELD,N.Y.

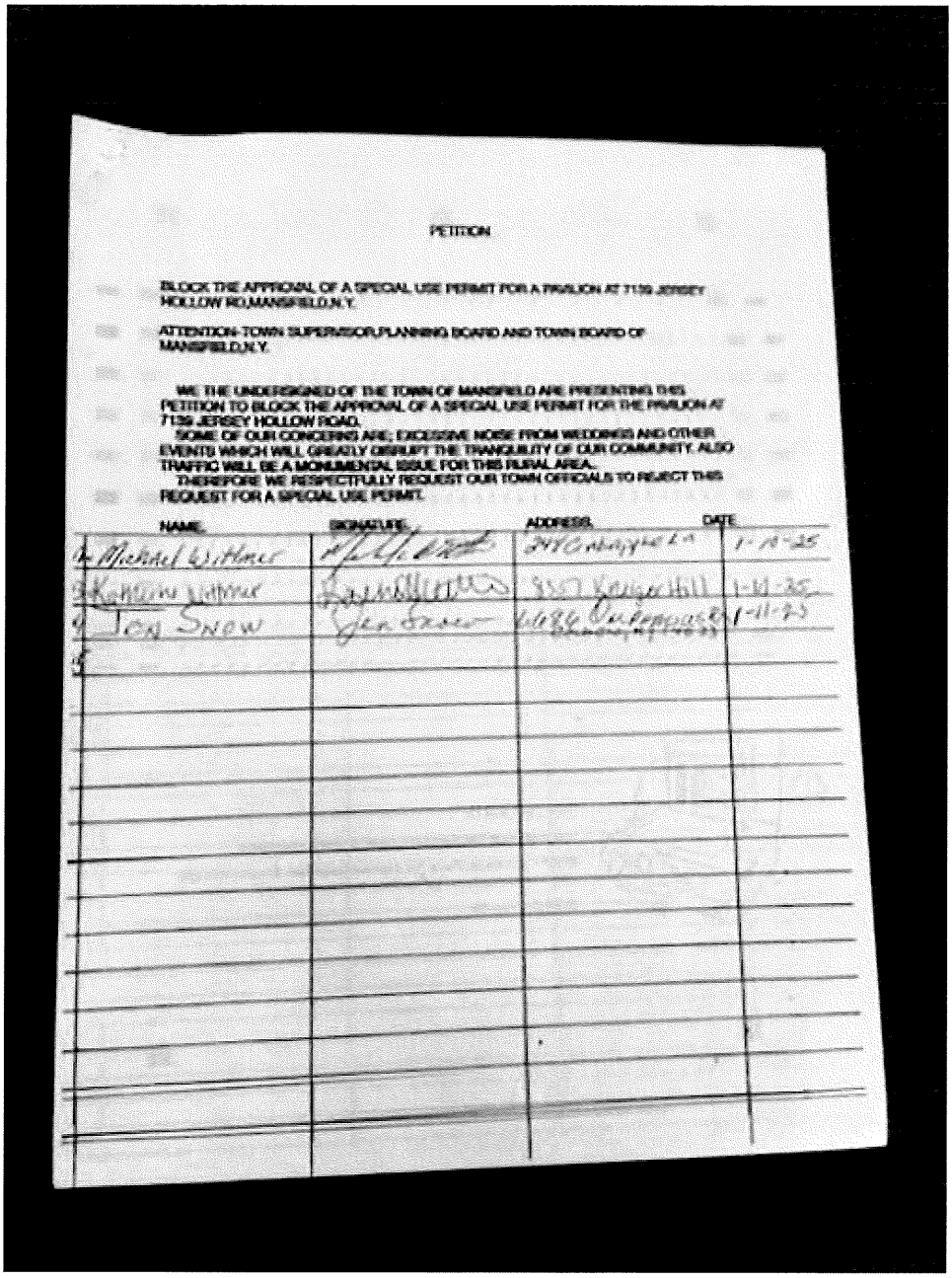
WE, THE UNDERSIGNED OF THE TOWN OF MANSFIELD ARE PRESENTING THIS PETITION TO BLOCK THE APPROVAL OF A SPECIAL USE PERMIT FOR THE PAVILION AT 7139 JERSEY HOLLOW ROAD.

SOME OF OUR CONCERNS ARE; EXCESSIVE NOISE FROM WEDDINGS AND OTHER EVENTS WHICH WILL GREATLY DISRUPT THE TRANQUILITY OF OUR COMMUNITY. ALSO TRAFFIC WILL BE A MONUMENTAL ISSUE FOR THIS RURAL AREA.

THEREFORE WE RESPECTFULLY REQUEST OUR TOWN OFFICIALS TO REJECT THIS REQUEST FOR A SPECIAL USE PERMIT.

	NAME	SIGNATURE	ADDRESS	DATE
45	Angelina Smith	[illegible]	[illegible]	1/6/25
46	Lisa Smith	[illegible]	7139 Jersey Hollow	1/27/25
47	Sue Cross	[illegible]	[illegible]	1/27/25
48	Cathy Hill	[illegible]	[illegible]	1-25-25
49	Thomas Hill	[illegible]	[illegible]	1-25-25
50				

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)



PETITION

BLOCK THE APPROVAL OF A SPECIAL USE PERMIT FOR A PAVILION AT 7139 JERSEY HOLLOW RD, MANSFIELD, N.Y.

ATTENTION-TOWN SUPERVISOR/PLANNING BOARD AND TOWN BOARD OF MANSFIELD, N.Y.

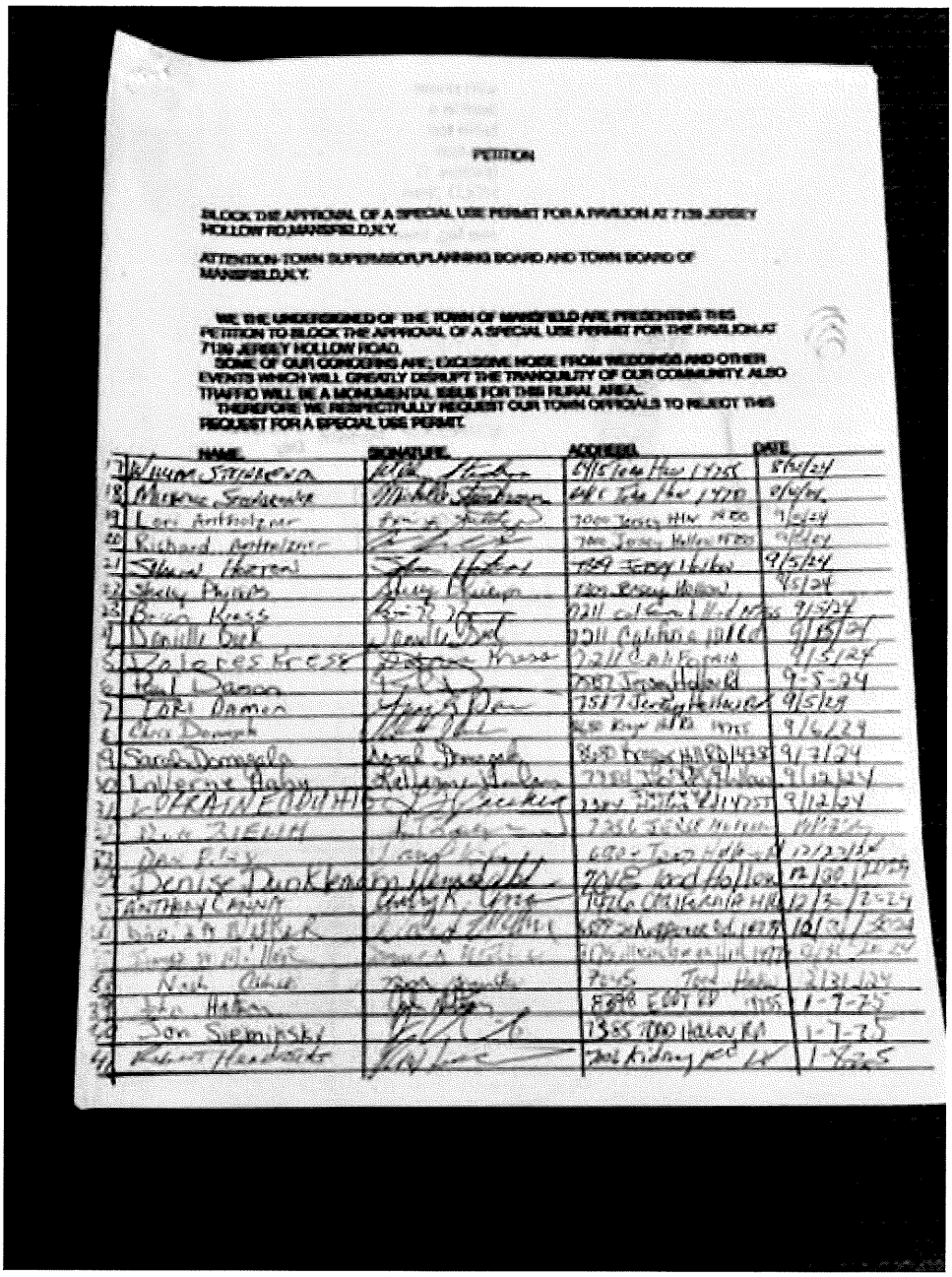
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THEREFORE WE RESPECTFULLY REQUEST OUR TOWN OFFICIALS TO REJECT THIS REQUEST FOR A SPECIAL USE PERMIT.

	NAME	SIGNATURE	ADDRESS	DATE
1	Michael Witmer		7139 Jersey Hollow Rd	1-10-25
2	Katrina Witmer		7139 Jersey Hollow Rd	1-10-25
3	Tom Snow		4086 Owaga Rd	1-11-25
4				
5				

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)



PETITION

BLOCK THE APPROVAL OF A SPECIAL USE PERMIT FOR A PAVILION AT 7139 JERSEY HOLLOW RD MANSFIELD, N.Y.

ATTENTION: TOWN SUPERVISOR, PLANNING BOARD AND TOWN BOARD OF MANSFIELD, N.Y.

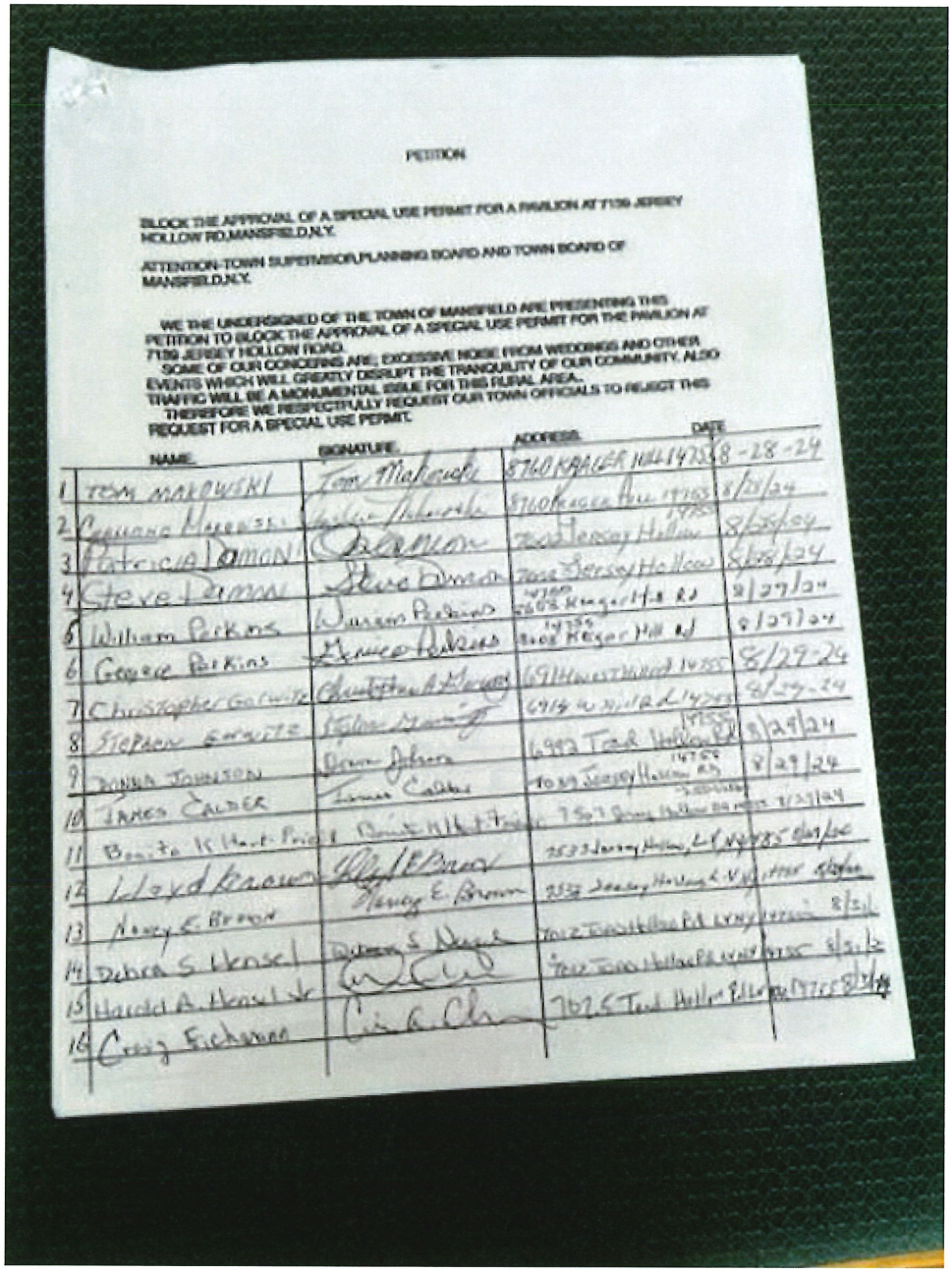
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THEREFORE, WE RESPECTFULLY REQUEST OUR TOWN OFFICIALS TO REJECT THIS REQUEST FOR A SPECIAL USE PERMIT.

	NAME	SIGNATURE	ADDRESS	DATE
17	William Stadtmiller		6915 Town Hwy 17/55	8/6/24
18	Marlene Stadtmiller		6915 Town Hwy 17/55	8/6/24
19	Lori Antholzner		7000 Jersey Hollow Rd	9/5/24
20	Richard Antholzner		7000 Jersey Hollow Rd	9/5/24
21	Shawn Herron		7139 Jersey Hollow	9/5/24
22	Shelby Phillips		7000 Jersey Hollow	9/5/24
23	Brian Kresse		7211 Caldwell Rd	9/5/24
24	Danielle Dart		7211 Caldwell Rd	9/5/24
25	Valerie Kresse		7211 Caldwell Rd	9/5/24
26	Paul Damon		7517 Jersey Hollow Rd	9-5-24
27	Lori Damon		7517 Jersey Hollow Rd	9/5/24
28	Chris Domagala		8[illegible] Rd 14138	9/6/24
29	Sarah Domagala		8[illegible] Rd 14138	9/7/24
30	Latecia Bailey		7[illegible]	9/12/24
31	[illegible]		7[illegible]	9/12/24
32	[illegible]		7[illegible]	[illegible]
33	[illegible]		6[illegible]	12/22/24
34	[illegible]		7[illegible]	12/30/24
35	[illegible]		7[illegible]	12/31/24
36	[illegible]		[illegible]	[illegible]
37	[illegible]		[illegible]	[illegible]
38	[illegible]		7[illegible]	2/31/24
39	[illegible]		8[illegible]	1-7-25
40	[illegible]		7[illegible]	1-7-25
41	[illegible]		7[illegible]	1-7-25

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)



PETITION

BLOCK THE APPROVAL OF A SPECIAL USE PERMIT FOR A PAVILION AT 7139 JERSEY HOLLOW RD.MANSFIELD,N.Y.

ATTENTION-TOWN SUPERVISOR,PLANNING BOARD AND TOWN BOARD OF MANSFIELD,N.Y.

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	NAME	SIGNATURE	ADDRESS	DATE
1	TOM MAKOWSKI	Tom Makowski	8760 KRAGER HILL 14755	8-28-24
2	Suzanne Hayes Sr.	Suzanne Hayes	8760 Krager Hill 14755	8/28/24
3	Patricia Damon	Patricia Damon	7139 Jersey Hollow	8/28/24
4	Steve Damon	Steve Damon	7139 Jersey Hollow Rd	8/28/24
5	William Perkins	Warren Perkins	14755 5608 Krager Hill Rd	8/29/24
6	George Perkins	George Perkins	14755 5608 Krager Hill Rd	8/29/24
7	Christopher Galewski	Christopher A Galewski	6914 W Hill Rd 14755	8/29-24
8	Stephen Garrett	Stephen Garrett	6992 Town Hollow Rd 14755	8/29/24
9	Donna Johnston	Donna Johnston	7059 Jersey Hollow Rd 14755	8/29/24
10	James Calder	James Calder	7059 Jersey Hollow Rd 14755	8/29/24
11	Benita K Hart-Price	Benita K Hart-Price	7567 Jersey Hollow Rd 14755	8/29/24
12	Lloyd Brown	Lloyd E Brown	7533 Jersey Hollow Rd 14755	8/29/24
13	Nancy E Brown	Nancy E. Brown	7533 Jersey Hollow Rd 14755	8/29/24
14	Debra S Hensel	Debra S Hensel	7012 Town Hollow Rd 14755	8/31/24
15	Harold A. Hensel Jr	Harold A. Hensel Jr	7012 Town Hollow Rd 14755	8/31/24
16	Craig Fichera	Craig Fichera	7025 Town Hollow Rd 14755	8/31/24

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)



Z-2025-01

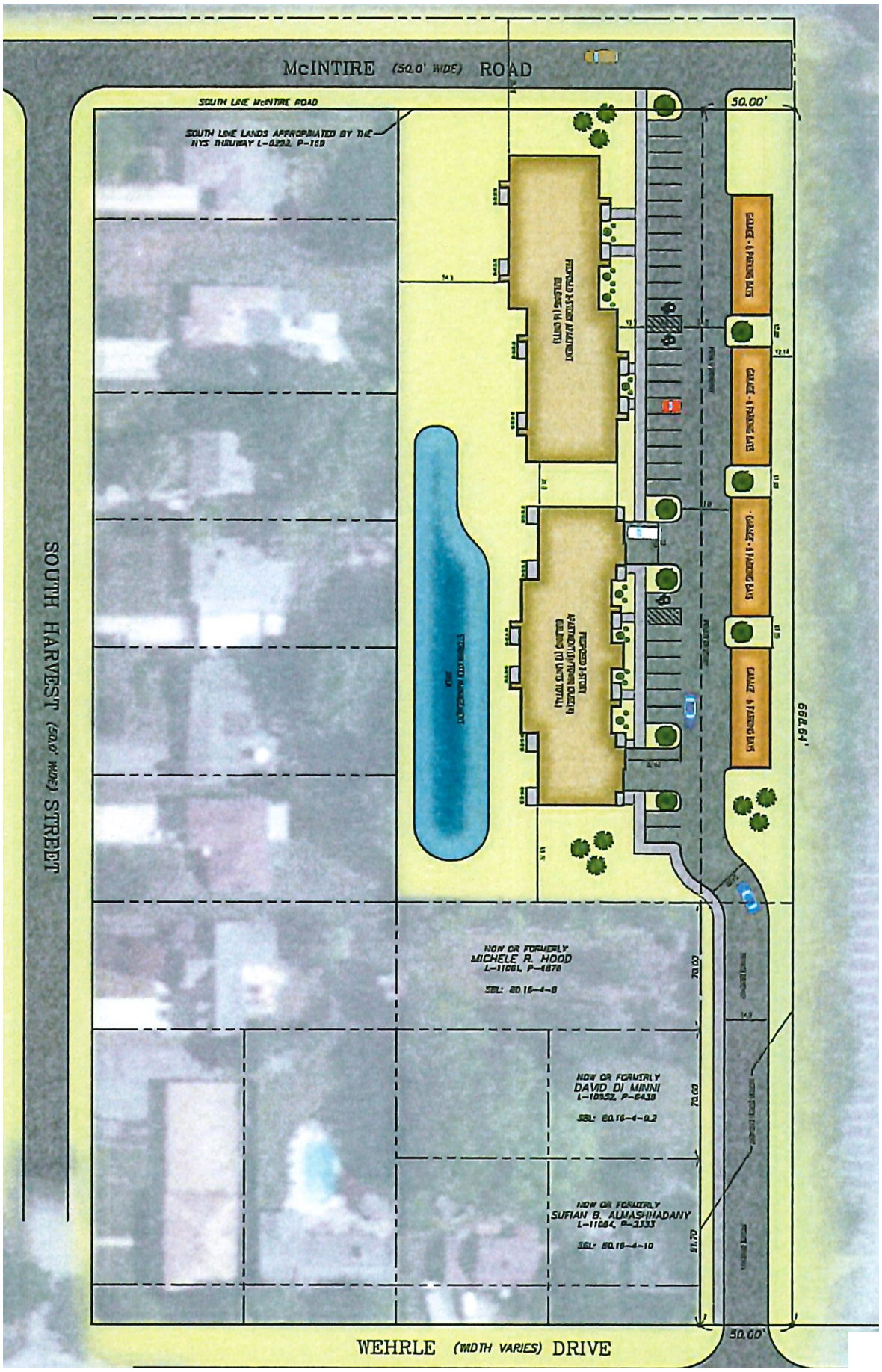
Request to Rezone 2.4± AC of Land from R-3 to MFR-5
Property Located at 46, 54, 60, 68, 74 & 84 South Linden St. and Former South Linden Street ROW
South Linden LLC, Petitioner

May 15, 2025

46, 54, 60, 68, 74 & 84 South Linden Street & Former S. Linden Street R.O.W.

Prepared by the Town of Amherst Planning Department

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)



CONCEPT PLAN

Z-2025-01
46, 54, 60, 68, 74 & 84 South Linden Street
2/5/2025

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)





CONCEPTUAL ILLUSTRATIONS

Z-2025-01

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

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)



Z-2025-01

Request to Rezone 2.4± AC of Land from R-3 to MFR-5
Property Located at 46, 54, 60, 68, 74 & 84 South Linden St. and Former South Linden Street ROW
South Linden LLC, Petitioner

May 15, 2025

46, 54, 60, 68, 74 & 84 South Linden Street & Former S. Linden Street R.O.W.

Prepared by the Town of Amherst Planning Department

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

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

April 8, 2025

John Militello
South Linden, LLC
493 Kennedy Road
Cheektowaga, New York 14227

SUBJECT:	Rezoning Application Review	**Z-2025-01**
	Request:	Rezone 2.4 acres from R-3 to MFR-5
	Property located at:	**46, 54, 60, 68, 74 & 84 S. Linden St. & former S. Linden St. Right-Of-Way**
	Revised application received:	April 4, 2025
	Representative:	Block, Longo, LaMarca & Brezinski, PC

Dear Mr. Militello,

Please consider the following comments:

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

2. The subject site is located within an archaeologically sensitive area and NYSOPRHP is requiring a Phase 1A/1B archaeological survey. An archaeological assessment will be required prior to the Town making a SEQR determination.

3. Any other SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Planning Board.

4. Provide an 8½ " x 11" reduction of any revised concept plan **and an electronic version** of any revised plans or information submitted for review.

This is a review only and does not constitute approval of the Rezoning Request. Should you have questions regarding this correspondence, please contact Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us.

Very truly yours,

Scott Marshall
Principal Planner

SM/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Pln_Dpt_Rvw_02142025.doccc:
cc: Jeffrey D. Palumbo, Esq., Block, Longo, LaMarca & Brezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Amherst

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

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

RECEIVED
APR 14 2025
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM April 7, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer
Steven Floss, Highway Superintendent/Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent

RECEIVED
APR 07 2025
TOWN ATTORNE

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 2.4± ACRES OF LAND FROM **R3** TO ~~MFR6~~ **MFR-5, Z-2025-01;** PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN ST.** SOUTH LINDEN LLC, PETITIONER.

REVISED APPLICATION:
Received April 4, 2025

REVIEW:

Do you agree with all statements made? NO.

If you do not, briefly state why: Per 12(b) Short EAF, a review from the New York State Office Park, Recreation and Historic Preservation (NYSOPRHP) is needed.

General comments relative to your agency interests: _____

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

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

Print Name: Sebastine Odiata, Esq.

Signature: _____ **Date:** 4/10/2025

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Rev_Plan_Transmittal_040725.doc
cc: Vaishali Reberholt, Assistant Town Engineer
Scott Marshall
South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227
Jeffery Palumbo, Esq., 9276 Main St., Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

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 Directo

MEMORANDUM

April 7, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer
Steven Floss, Highway Superintendent/Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 2.4± ACRES OF LAND FROM **R3** TO ~~MFR6~~ **MFR-5, Z-2025-01;** PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN ST.** SOUTH LINDEN LLC, PETITIONER.

REVISED APPLICATION:
Received April 4, 2025

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

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

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

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

Print Name: Vaishali Reberholt

Signature: _____ **Date:** 4/8/25

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Rev_Plan_Transmittal_040725.doc

cc: Vaishali Reberholt, Assistant Town Engineer
Scott Marshall
South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227
Jeffery Palumbo, Esq., 9276 Main St., Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

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: April 9, 2025

SUBJECT: Request to Rezone 2.4±Acres of Land from R-3 To MFR-5, Z-2025-01
Property Location: **46,54,60,68,74 & 84 S Linden St**

Petitioner: **South Linden LLC**

Assessor agrees with all statements

cc: South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227
Jeffery Palumbo, Esq., 9276 Main St., Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

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

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

MEMORANDUM

April 7, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer
Steven Floss, Highway Superintendent/Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent

RECEIVED
APR 08 2025
TOWN OF AMHERST
PLANNING DEPT.

FROM: GMP for Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 2.4± ACRES OF LAND FROM **R3** TO ~~MFR6~~ **MFR-5, Z-2025-01;** PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN ST.** SOUTH LINDEN LLC, PETITIONER.

REVISED APPLICATION:
Received April 4, 2025

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: None @ This Time

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

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

Print Name: Chris Schregel

Signature: _____ **Date:** 4/8/25

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Rev_Plan_Transmittal_040725.doc

cc: Vaishali Reberholt, Assistant Town Engineer
Scott Marshall
South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227
Jeffery Palumbo, Esq., 9276 Main St., Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Amherst

Town of Amherst Planning Department

RECEIVED

Erie County, New York

APR 07 2025

TOWN OF AMHERST
BUILDING DEPT

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

MEMORANDUM

April 7, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer
Steven Floss, Highway Superintendent/Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent

FROM: SMP for Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 2.4± ACRES OF LAND FROM **R3** TO ~~MFR6~~ **MFR-5, Z-2025-01;** PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN ST.** SOUTH LINDEN LLC, PETITIONER.

REVISED APPLICATION:
Received April 4, 2025

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

_____.

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

_____.

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

_____

_____.

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

Print Name: Doug Gesel

Signature: Doug Gesel **Date:** April 8, 2025

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Rev_Plan_Transmittal_040725.doc

cc: Vaishali Reberholt, Assistant Town Engineer
Scott Marshall
South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227
Jeffery Palumbo, Esq., 9276 Main St., Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

New York State
Parks, Recreation and
Historic Preservation

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

March 20, 2025

Scott Marshall
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: DEC
Multifamily Development
Town of Amherst, Erie County, NY
25PR01089

Dear Scott Marshall:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the submitted materials in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.

The OPRHP has reviewed the Phase IA/IB Archaeological Survey Report prepared for this project (March 2025; 25SR00098). No archaeological sites were identified by the survey. Therefore, it is the opinion of the OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If you have any questions, I can be reached at Sydney.Snyder@parks.ny.gov.

Sincerely,



Sydney Snyder
Scientist - Archaeology

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Amherst

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

RECEIVED
FEB 11 2025
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM

February 7, 2025

TO: Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent

RECEIVED
FEB 07 2025
TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: REQUEST TO REZONE 2.4± ACRES OF LAND FROM **R3** TO **MFR6, Z-2025-01;** PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN ST AND FORMER SOUTH LINDEN STREET RIGHT-OF-WAY**. SOUTH LINDEN LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? No objections.

If you do not, briefly state why: _____

_____

General comments relative to your agency interests: _____

_____

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

_____

_____

_____

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

Print Name: _____

Signature: _____ **Date:** _____

DU/SM/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Transmittal_020625.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227
Jeffery Palumbo, Esq., 9276 Main St., Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Carrato, Amy

From: Jim "ike" [redacted]
Sent: Wednesday, June 11, 2025 12:16 PM
To: Carrato, Amy
Subject: Another accident

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon I emailed before in. Regards to The South linden project off Wherle. I cannot emphasize enough the caos this is going to cause. Yet again today another two car accident. This is more frequent than ever with the amount of traffic, speeding and no caring for those of us trying to exit South Autumn and south harvest
.
May I request that this be reconsidered
Regards
Jim Eichinger

[redacted]

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Town of Amherst Planning Board:

In reference to the proposed 46,54,60,68,74 & 84 South Linden St and Former South Linden St. rezoning application, I would like to voice my concerns.

It seems like the proposed new build on South Linden Street in Amherst, NY, might have some negative effects, particularly related to traffic issues. The document mentions a "Traffic issue with new build proposed" 1.

Given the context, here are some potential negative effects that could arise from the new build:

1. **Increased Traffic Congestion**: The addition of new buildings can lead to a higher volume of vehicles, which may result in traffic congestion, especially if the infrastructure is not upgraded to handle the increased load.
2. **Safety Concerns**: Without proper traffic signs and speed control measures, the area could become more prone to accidents and unsafe driving conditions.
3. **Noise Pollution**: More traffic can lead to increased noise levels, which might affect the quality of life for residents in the area.
4. **Environmental Impact**: Increased vehicle emissions can contribute to air pollution, which can have adverse effects on the environment and public health.
5. **With the already high volume of traffic on Wherle Dr, residents such as myself and others wait minutes just to get out of our streets now**. This also will contribute to emergency vehicles being unable to access our road in an emergency. The lack of speed control leaves many times during the day and night with speeding vehicles doing well beyond the limit. With several accidents that have occurred in just the last several weeks.

The removal of a forested area for the proposed new build on South Linden Street in Amherst, NY, could have several potential environmental impacts:

From your document:

1. **Loss of Biodiversity**: Forested areas are home to a variety of plant and animal species. Removing these areas can lead to the loss of habitats and a decrease in biodiversity. We already have less wooded areas.
2. **Increased Carbon Emissions**: Trees play a crucial role in absorbing carbon dioxide from the atmosphere. Removing forested areas can reduce this natural carbon sink, leading to higher levels of carbon dioxide in the atmosphere. Increased traffic along with the Thruway and Airport, the quality of air is already at maximum.
3. **Soil Erosion**: Trees and vegetation help to stabilize the soil. Their removal can lead to increased soil erosion, which can affect water quality and lead to sedimentation in nearby water bodies
4. **Impact on Local Climate**: Forested areas can influence local climate conditions by providing shade and releasing moisture into the air. Their removal can lead to changes in local temperature and humidity levels.
5. **Pretty sure by what I have seen that so many new high rise and developments like this will displace even more land that provides cover and sanctuary for Wildlife as well as many bird species**. Even more so with the sightings of Bald Eagles and other falconry in the area.

I am Concerned that if this passes the access in and out of all these streets as well as the increased traffic and vehicles will be a serious detriment to this area. We already deal with thruway noise, Wherle Traffic noise and Airport traffic. Let alone more trash, which the Dollar General store has

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

never once helped in keeping this area free from the trash that spews into our neighborhood. Let's not take all of our little bit of wooded areas away and actually take a moment to think of the residents here that have made this area a home for so many years.

SAVE A SMALL PART OF AMHERST WILLIAMSVILLE PLEASE

James Eichinger
[redacted]

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Carrato, Amy

From: Carrato, Amy
Sent: Thursday, April 17, 2025 5:41 PM
To: Brittany Penberthy; Carrie Kahn; Harbinder Gill; John Davis; Jonathan O'Rourke; Joseph Raffaele Jr ; Michael J. Chmiel
Subject: FW: Rezoning South Linden

-----Original Message-----
From: MaryBeth Hopkins <[redacted]>
Sent: Thursday, April 17, 2025 4:27 PM
To: Carrato, Amy <acarrato@amherst.ny.us>; Howard, Dan <DHOWARD@amherst.ny.us>; Ulatowski, Daniel <dulatowski@amherst.ny.us>; Marshall, Scott <SMarshall@amherst.ny.us>; Palumbo, Gary <gpalumbo@amherst.ny.us>; Quinn, James <jquinn@amherst.ny.us>
Subject: Rezoning South Linden

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To the Amherst Planning Board:
It saddened me to see the proposed listing for rezoning of the small parcel on South Linden to Multi-Family.

I'm confused by the information presented for rationale. Not to mention the fact that the proposed development is slated to be built along a section of Wherle Drive that is often grid-locked multiple hours of the day. The lack of a turning lane makes it risky entering or existing the neighborhood. The idea of adding more traffic is dangerous.

On the initial application for rezoning question 2 "Why cannot land be used with existing zoning?" Petitioner states "Existing residential single family zoning is not conducive to the area given the immediately adjacent Youngman Highway." How can this be true? I live in a single family residential neighborhood adjacent to the Youngman Highway. Don't the people living on South Autumn and South Harvest count?

Still more confusion
Under Rationale for Request of Amendment it states :
-"Quality development while respecting appropriate buffers in existing neighborhoods" How can this be true? The development would dump a large amount of traffic on our two small residential streets. These streets don't have sidewalks. How does this respect the existing neighborhoods?

-"Townhome community seeks to "raise the bar" by adding a new lifestyle choice in an underserved area" How can this be true ? " There are so many options available within a 3 mile radius. The Mosey on Main Street has vacancies, Asher Crossing has vacancies not to mention the condos behind my house Union Common, patio homes on Cayuga, Canterbury Manor, Claire Moore, the new development at Essjay(Blocher Home) and so many more! We have an OVERFLOW!
WHAT THERE IS NOT - IS SINGLE FAMILY AFFORDABLE HOMES!
Or ANY SINGLE FAMILY HOMES!

-"Providing diverse choice of living for empty nesters and young professionals"
Again, How can this be true? Empty nesters do not want to share walls. Empty nesters want their own space and ATTACHED GARAGES! We live in Buffalo. There's snow and ice. Empty nesters do not want to carry groceries across the parking lot!!!

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

And young professionals want amenities! It doesn't sound like there are any amenities.

-"Carefully using vacant land with infill development" How can this be true? If it was carefully developed the townhomes would be away from the existing single family homes and back up to the Lamm Post. They would have attached garages and some more green space. It would be closed off at McIntire Road.

I'm not against building on this property. I'm against rezoning it to multi-family. We need more single family homes!

Thanks for your consideration,
Mary Beth Hopkins
[redacted]

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

RECEIVED
APR 14 2025
TOWN OF AMHERST
PLANNING DEPT.

Dear Planning Board,

My name is John Lauffer and I live at 59 South Harvest Street, and I am writing in regards to the "Request to rezone 2.4 acres of land from R-3 to MFR-6" file number Z-2025-01.

As a resident of a street that this project would directly affect, I would ask that you reject the request to rezone for apartments. In my opinion this project has had too many iterations already and I feel like the developer has not been upfront with what he actually plans to build on the land. This project started out as "upscale townhouses" and now I believe it has morphed into apartment buildings?

That being said, have there been any studies of the area to see if these residential properties are needed or wanted? I see a lot of empty buildings for lease in the area and it would be a shame to wipe out a nice natural space for there to be more empty buildings. And there are many times when the noise pollution in our area can be unbearable. How many renters will stay in these buildings once they hear the planes flying overhead? Being locked into a mortgage is one thing, but what's stopping a renter from leaving once a 747 flies 20 feet above their apartment.

Also traffic diverts from Main Street to Wehrle at rush hour daily and makes it incredibly difficult to get off my street. Adding however many residential properties will make it completely impossible. Will the town be adding any sort of traffic light to South Linden? Will they add sidewalks and street lights to our street for safety? We live on a nice quiet street with young children now. How many of these renters will be using our street as some sort of cut through to get to the development, thus increasing traffic on our street. And without sidewalks or streetlights that could be very dangerous at night.

Finally, in the spring it is basically a swamp back there. I am sure they will put some sort of drainage in but will that divert more water to my already swampy yard? There was mention in the past of a retention pond of some kind. How close to my property would that be? Will they plant trees or something so we do not have to look at the eyesore of apartment buildings in our back yard?

I ask that the Planning Board to take these thoughts of a concerned citizen into consideration when they make their final decision on the matter. Thank you for taking the time for my concerns on this matter.

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Carrato, Amy

From: John Lauffer <[redacted]>
Sent: Wednesday, April 9, 2025 11:49 AM
To: Carrato, Amy
Subject: South Linden St.

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is John Lauffer and I live at [redacted] and I am writing in regard to the "Request to rezone 2.4 acres of land from R-3 to MFR-6" file number Z-2025-01.

As a resident of a street that this project would directly affect, I would ask that you reject the request to rezone for apartments. In my opinion this project has had too many iterations already and I feel like the developer has not been upfront with what he actually plans to build on the land. This project started out as "upscale townhouses" and now I believe it has morphed into apartment buildings?

That being said, have there been any studies of the area to see if these residential properties are needed or wanted? I see a lot of empty buildings for lease in the area and it would be a shame to wipe out a nice natural space for there to be more empty buildings. And there are many times when the noise pollution in our area can be unbearable. How many renters will stay in these buildings once they hear the planes flying overhead? Being locked into a mortgage is one thing, but what's stopping a renter from leaving once a 747 flies 20 feet above their apartment.

Also traffic diverts from Main Street to Wehrle at rush hour daily and makes it incredibly difficult to get off my street. Adding however many residential properties will make it completely impossible. Will the town be adding any sort of traffic light to South Linden? Will they add sidewalks and street lights to our street for safety? We live on a nice quiet street with young children now. How many of these renters will be using our street as some sort of cut through to get to the development, thus increasing traffic on our street. And without sidewalks or streetlights that could be very dangerous at night.

Finally, in the spring it is basically a swamp back there. I am sure they will put some sort of drainage in but will that divert more water to my already swampy yard? There was mention in the past of a retention pond of some kind. How close to my property would that be? Will they plant trees or something so we do not have to look at the eyesore of apartment buildings in our back yard?

I ask that the Planning Board to take these thoughts of a concerned citizen into consideration when they make their final decision on the matter. And I apologize for not being at the Public Hearing to deliver these comments in person, these always seem to get scheduled during my work hours. Thank you for your time.

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Carrato, Amy

From: [redacted]
Sent: Monday, April 7, 2025 8:03 PM
To: Carrato, Amy
Subject: Rezone proposal for South Linden
Attachments: town notice.docx

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Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Amherst Planning Department,
per the letter dated April 4 2025 for request to rezone 2.4+- acres of land ffrom R-3 to MFR-6 46, 54, 60, 68,74 & 84 South Linden St i would like to address my concerns with the Attached letter of conceened Citizens of South Autumn And South Harvest st's that would be effected by this change
Regards
James Eichinger

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Argument Against the Rezoning Proposal for South Linden St

An Appeal to Preserve the Integrity of Our Community

The proposed rezoning of 46, 54, 60, 68, 74, and 84 South Linden St has raised significant concerns among the residents and stakeholders of our community. This document outlines the primary arguments against the rezoning proposal, emphasizing the potential negative impacts on the community's character, infrastructure, and overall quality of life.

1. Preservation of Community Character

South Linden St is known for its charming residential character, with a mix of historic homes and well-maintained properties that reflect the area's rich heritage. The proposed rezoning threatens to disrupt this character by introducing high-density developments that are incongruent with the existing architectural style and community aesthetics. Preserving the unique identity of South Linden St is crucial for maintaining the sense of belonging and pride among its residents.

1.1 Historical Significance

Several properties along South Linden St hold historical significance, representing architectural styles and cultural heritage that date back to the early 20th century. Rezoning the area for commercial or high-density residential use could lead to the demolition or alteration of these historic structures, resulting in an irreplaceable loss for the community and future generations.

2. Impact on Infrastructure and Services

The infrastructure and services of South Linden St are currently tailored to a low-density residential area. Rezoning to allow for higher-density developments would place undue strain on the existing infrastructure, including roads, public transportation, water supply, sewage systems, and public services such as schools and healthcare facilities.

2.1 Traffic Congestion

Increased density would inevitably lead to higher traffic volumes on South Linden St, exacerbating congestion and potentially compromising the safety of pedestrians and cyclists. The narrow streets and limited parking options are already a challenge for

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

residents, and additional traffic could further deteriorate the quality of life in the neighborhood. . As of now, we have enough congestion on Wherle Drive where residents of South Autumn and South Harvest have issues leaving or entering their streets due to lack of concerns by motorists to leave road entrances and exiting blocked. Morning and evening commutes are frustrating to say the least and now adding even more issues with this proposal will only make matters worse. There is no speed enforcement whatsoever, No signage to Not block roads and no stop signs or pedestrian walkways for safe foot traffic.

2.2 Public Services Overload

Higher population density would demand more from public services, including schools, healthcare facilities, and emergency services. Local schools may face overcrowding, affecting the quality of education for current and future students. Healthcare facilities would also experience increased pressure, potentially leading to longer wait times and reduced access to essential services

3. Environmental Considerations

The proposed rezoning could have significant environmental implications for South Linden St and its surrounding areas. High-density developments often lead to increased pollution, reduced green spaces, and adverse effects on local wildlife. Certainly more woodland destruction that already is being taken by other developments in the area.

3.1 Loss of Green Spaces

Green spaces play a vital role in enhancing the quality of life for residents by providing areas for recreation, relaxation, and community gatherings. Rezoning to accommodate higher-density developments could result in the loss of these valuable green spaces, depriving residents of essential natural amenities.

3.2 Increased Pollution

Higher population density often correlates with increased pollution levels, including noise, air, and water pollution. These environmental impacts can have detrimental effects on the health and well-being of residents, particularly vulnerable populations such as children and the elderly.

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

4. Economic and Social Impact

The rezoning proposal may lead to economic and social consequences that could undermine the stability and cohesion of the South Linden St community.

4.1 Property Values

While proponents of rezoning may argue that higher-density developments could boost property values, the reality is that such changes often introduce market volatility and uncertainty. Long-term residents may face increased property taxes and living costs, potentially leading to displacement and a loss of community continuity.

4.2 Social Cohesion

The introduction of high-density developments could alter the social fabric of South Linden St, creating a transient population with less investment in the community's long-term well-being. Preserving the existing low-density residential zoning helps maintain social cohesion and fosters a strong sense of community among residents.

5. Alternative Solutions

Rather than pursuing rezoning, there are alternative solutions to address the needs of the community and future growth without compromising the character and integrity of South Linden St.

5.1 Community-Informed Development

Engaging with residents and stakeholders to develop a comprehensive plan that reflects the community's values and priorities is essential. This approach ensures that any development aligns with the long-term vision for South Linden St and addresses the concerns of current residents.

5.2 Sustainable Development Practices

Focusing on sustainable development practices, such as adaptive reuse of existing structures and promoting green building standards, can help accommodate growth while minimizing environmental impacts. These practices preserve the community's character and promote a healthier, more sustainable future.

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

Conclusion

In conclusion, the proposed rezoning of 46, 54, 60, 68, 74, and 84 South Linden St poses several risks to the community's character, infrastructure, environment, and social fabric. By considering the arguments presented and exploring alternative solutions, we can ensure that South Linden St remains a vibrant, cohesive, and sustainable community for current and future generations. It is imperative that we preserve the unique identity and quality of life that make South Linden St a cherished place to live.

Regards

Concerned Citizens of South Autumn and South Harvest Streets

James Eichinger

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : 46-84 South Linden Street Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30661 **RESOLUTION 2025-630** **ADOPTED**

Amendment to 2025-2030 Capital Improvement Program

Please adopt the following amendment to the 2025-2030 Capital Improvement Program:

CIP#	Description	2025 Current	2025 Amended
YR-3B	Playground Replacement	750 LA	0 LA
YR-1	Youth & Recreation Vehicles & Equip.	220 LA	370 LA
YR-3A	Pool and Splash Park Safety Surfacing	0 LA	150 LA
F-15	Senior Center LED Lighting Project	0 LA	180 LA
F-6	Senior Center Capital Improvements	435 LA	595 LA
Total Project Costs		1,405 LA	1,295 LA

7/21/2025
Consent

FINANCIAL IMPACT:

Reduction of $110,000 in bonding in the 2025 CIP

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 30652 **RESOLUTION 2025-631** **ADOPTED**

Blazestack Fire Investigation Software Contract

WHEREAS, the Amherst Fire Inspectors Office proposes the renewal of the annual subscription of Blazestack Fire Investigation software contract for documentation and record keeping; and

WHEREAS the software does aid the Amherst Fire Inspector office in properly documenting and recording fire investigation reports.

NOW, THEREFORE, BE IT RESOLVED that the Town Board approves a transfer not to exceed $4,000.00 from Avoidable Alarm Fund T2999.4002 for the renewal of the Blazestack Fire Investigation Software contract.

7/21/2025
Consent

FINANCIAL IMPACT:

A cost not to exceed $4,000.00. T2999.4002.

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

BLAZESTACK

ORDER FORM AND SOFTWARE LICENSE AGREEMENT

This Order Form and Software License Agreement (this "**Agreement**") is between Blazestack Inc., ("**Blazestack**") a Texas corporation with mailing address of 3201 Bee Caves Road, Suite 120 #160266, Austin, Texas 78746, and ("**Customer**") identified immediately below.

CUSTOMER INFORMATION

TOWN OF AMHERST FIRE SAFETY DIVISION
5583 Main St, Williamsville, NY 14221

SOFTWARE, PLAN, USER-SEATS & CASE VOLUME	INITIAL ANNUAL FEE & TERM	EFFECTIVE DATE & DUE DATE	RENEWAL DATE
Fire Investigation Case Management Software Platinum Plan Special User-Seats: 5 Annual Case Volume: 30	$3,300 for 12-month term	8/7/2025	8/6/2026; automatic annual renewal into ongoing 12-month terms unless Customer provides Blazestack 30 days prior, Blazestack will contact Customer 60 days prior to renewal date

STANDARD SUPPORT

Blazestack will provide support to Customer via telephone, email and online chat Monday through Friday during the hours of 9:00AM through 5:00PM Central Time, with the exclusion of federal holidays ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by calling (866) 303-4344 or any time by emailing support@blazestack.com or initiating an online chat session. Blazestack will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.

STANDARD INFORMATION

Fees include implementation, support, ongoing software patches, and 30 GB of case media storage. (Additional case media storage capacity can be added at a cost of $250/year per each additional 250 GB. Blazestack will provide notice when storage capacity reaches 50%.)

This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between Blazestack and Customer, and is entered into on the "Effective Date" listed above, between Blazestack and Customer. This Agreement consists of the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form provided by Customer.

BLAZESTACK: DocuSigned by: Patrick Vlaskovits 7926D74B845E4EA...

Name: Patrick Vlaskovits
Title: COO
Email: pv@blazestack.com

CUSTOMER:

Name:
Title:
Email:

Blazestack Inc.
3201 Bee Caves Road,
Suite 120 #160266,
Austin, Texas 78746
support@blazestack.com
(866) 303-4344

Attachment: 2025 BLAZESTACK CONTRACT (RES-2025-631 : Blazestack Fire Investigation Software Contract)

BLAZESTACK

TERMS AND CONDITIONS

These Terms and Conditions is between Blazestack Inc., a Texas corporation (collectively, "Blazestack"), and the entity identified on the applicable Order Form ("Customer"). The Agreement is effective as of the date in the applicable Order Form ("Effective Date").

1. DEFINITIONS

Capitalized terms have the meanings described in this section or in the body of the Agreement.

"Agreement" means these Terms and Conditions and the relevant Order Form.

"Annual Case Volume" means maximum number of Cases entered into the system by Customer's Users per year.

"Case" means one individual incident at a specific location.

"Customer Data" means all electronic data or information that Customer submits to the Software or is submitted on behalf of Customer as well as all Generated Data, as defined in Section 2.2, except to the extent of any data, information, or intellectual property owned by Blazestack or third-party.

"Order Form" means a Blazestack ordering document that references these Terms and Conditions, whether online or via a separate form.

"Report" means any report, analysis, content, survey, opinion, photo, technique, hypothesis, finding, study relating to any fire investigation prepared by Customer and/or User.

"Software" means Blazestack's proprietary fire investigation software accessible through the internet, that is intended for use in the investigation of fire.

"Term" means the period of Customer's subscription to the Software as specified in an Order Form, unless terminated earlier under Section 7 (Term and Termination).

"Third-Party Products" means any products or services not developed by Blazestack.

"User" means a single, unique authorized individual of the Customer that uses the Software on Customer's behalf.

"User-Seat" is a license for one User to use the Software.

2. SOFTWARE AND SUPPORT

2.1. Provision of Software. Subject to Customer's compliance with the terms and conditions of the Agreement, Blazestack hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license to use the Software for the number of User-Seats specified on the Order Form during the Term, or if not specified a reasonable number of Users in the sole discretion of Blazestack.

2.2. Use of Software. Customer shall use the Software and the data generated by the Software ("Generated Data") only for fire investigation purposes.

2.3. System Requirements. Customer shall meet the minimum system requirements for access to the Software, currently set forth at the end of this Agreement but subject to change by Blazestack on a reasonable basis. Blazestack shall provide written notification to Customer for any changes to the minimum system requirements.

2.4. Third-Party Products. Blazestack may offer Customer the ability to use Third-Party Products with the Software, subject to Customer's agreement and compliance with any applicable terms and conditions for those Third-Party Products.

3. RESPONSIBILITES AND RESTRICTIONS

3.1. Blazestack Responsibilities. Blazestack shall: (i) provide Customer with access to the Software in accordance with this Agreement and all applicable laws; and (ii) provide the Software with a minimum of 99.0% Uptime during any calendar month, except Blazestack shall have 2 business days to restore availability after any downtime. "Uptime" means the availability of the Software, excluding lack of

Blazestack Inc.
3201 Bee Caves Road,
Suite 120 #160266,
Austin, Texas 78746
support@blazestack.com
(866) 303-4344

Attachment: 2025 BLAZESTACK CONTRACT (RES-2025-631 : Blazestack Fire Investigation Software Contract)

availability due to Customer or third-party causes, downtime for maintenance, or a Force Majeure Event.

3.2. Customer Responsibilities. Customer shall: (i) use the Software in accordance with this Agreement and applicable laws; (ii) cooperate with Blazestack so that Blazestack can provide the Software; (iii) ensure Users to comply with this Agreement; (iv) prevent unauthorized access or use of the Software and promptly notify Blazestack if Customer discovers or reasonably believes any unauthorized access or use has occurred; (v) be responsible for the Customer Data including the accuracy, completeness, and legality of the Customer Data; (vi) create Reports in accordance with industry standards; (vii) ensure that any firewalls or other security measures are properly configured to allow Blazestack internet traffic on the necessary IP addresses and ports and; (viii) facilitate Users' access to *.blazestack.com domains and ability to receive emails from *@blazestack.com email addresses, and calibrate any ad blockers, pop-up blockers, content filters, or any other technologies that may interfere with Blazestack security or User usability, in order to enable proper functioning and delivery of the Software. Furthermore, the Customer is responsible for the results of the use of the Software, including any and all Reports, and hereby acknowledges to the Blazestack that (a) Customer is solely responsible for any such use of Report and (b) the Blazestack is not certifying or validating any portion of the Report.

3.3 Restrictions. Only Users may use the Software and only with the account credentials issued to that User by the Customer. Users may not share their account credentials. Customer shall not, and shall not permit any third party to: (i) use the Software beyond the scope of the license granted in this Agreement; (ii) use the Software only as expressly authorized under this Agreement; (iii) interfere with or disrupt the integrity or performance of the Software; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available; (v) remove any title, trademark, copyright, or restricted rights notices or labels from the Software; (vi) modify or create a derivative work of the Software or any portion of the Software; (vii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, object code or underlying structure or algorithms of the Software, in whole or in part; (viii) access or attempt to access or use the Software for purposes of competitive analysis of the Software or the development, provision, or use of a competing software service or product; or (ix) copy, record, screenshot, or otherwise capture any aspect of the Software in any medium without the prior written consent of Blazestack. For the avoidance of doubt, this Agreement does not give Customer or any User the right to copy or receive distribution any of the underlying component of the Software.

4. FEES

4.1. Fees. Customer shall pay all fees specified in all Order Forms ("Fees"). Fees are quoted and payable in United States dollars and are non-refundable, except as described in Section 7 (Term and Termination). Acceptable forms of payment are limited to credit card, ACH, wire transfers and physical check, provided that Blazestack may change acceptable forms of payment upon thirty (30) days' notice to the Customer. User-Seats purchased but not utilized during the Term are not eligible for refunds.

4.2. Taxes. Fees are exclusive of all taxes, including any applicable sales, excise, or use taxes ("Taxes"). Customer shall pay any Taxes directly or to Blazestack, as required by law. If Customer is exempt from paying Taxes, Customer shall provide Blazestack with a valid tax exemption certificate.

4.3. Invoicing and Payment. Blazestack shall invoice Customer according to the terms on the Order Form. Unless the Order Form states otherwise, Fees are due upon receipt of invoice (the "Due Date"). Customer shall provide Blazestack with complete and accurate billing and contact information and promptly notify Blazestack of any changes throughout the Term.

4.4. Note on Fees. If Blazestack does not receive all Fees by the applicable Due Date, Blazestack reserves all rights and available remedies including but not limited to suspending Customer's access to the Software until all Fees are paid.

5. CONFIDENTIALITY

Blazestack Inc.
3201 Bee Caves Road,
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support@blazestack.com
(866) 303-4344

Attachment: 2025 BLAZESTACK CONTRACT (RES-2025-631 : Blazestack Fire Investigation Software Contract)

5.1. Definition. "Confidential Information" means oral, electronic, or written information disclosed by a party, whether designated confidential or not, or that a reasonable person would know it was confidential based upon the nature or content of the information or the circumstances of its disclosure.

Blazestack Confidential Information includes, but is not limited to, information pertaining to the features, functionality, any testing, and performance of the Software, pricing, and this Agreement as well as Feedback. Confidential Information does not include information that: (i) is now or becomes generally known or available to the public without breach of this Agreement by the receiving party (the "Recipient"); (ii) was acquired by the Recipient without restriction on its use or disclosure before the information was received from the disclosing party (the "Discloser"); (iii) is obtained by the Recipient without restriction on its use or disclosure from a third party authorized to make the disclosure; or (iv) is independently developed by the Recipient without using or referring to the Discloser's Confidential Information.

5.2. Protection of Confidential Information. The Recipient may only use the Discloser's Confidential Information in relation to this Agreement. The Recipient shall maintain the confidentiality of the Discloser's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information (including but not limited to maintaining reasonable administrative, physical, and technical safeguards) and no less than a reasonable degree of care. Each party has the right to seek an injunction (without having to post a bond) to prevent any breach or continued breach of this section.

5.3. Compelled Disclosure. If the Recipient is required by law or a valid court or government order to disclose any of the Discloser's Confidential Information, then (to the extent permitted under law) the Recipient shall promptly notify the Discloser in writing of the required disclosure so that the Discloser may seek to protect its Confidential Information. The Recipient shall cooperate with the Discloser in seeking such protection.

6. PROPRIETARY RIGHTS

6.1. Customer Ownership and Licenses. Customer owns all rights, title and interest in and to Customer Data and Reports. During the Term, Customer grants Blazestack a worldwide, non-exclusive, royalty-free, non-sublicensable (except as needed to provide the Software), non-transferable (except as described in Section 11.5 (Assignment)) right to access and use the Customer Data to provide the Software to Customer and to monitor and improve the Software. Customer shall back up Customer Data during the Term and may not have access to the Customer Data via the Software after the Term.

6.2. De-Identified Data. Blazestack may collect, develop, create, extract, compile, synthesize, analyze and commercialize statistics, benchmarks, measures and other information based on Aggregated Data (collectively, "De-Identified Data"). De-Identified Data will be owned solely by Blazestack and may be used for any lawful business purpose. "Aggregated Data" means Customer Data that is: (i) anonymized and not identifiable to any person or entity; (ii) combined with the data of other customers or additional data sources; and (iii) presented in a way which does not reveal Customer's identity.

6.3. Feedback. If Customer provides Feedback, Customer grants to Blazestack sole and exclusive ownership of all intellectual property rights to any Feedback and results of the implementation or any such Feedback. "Feedback" means recommendations, suggestions, enhancement requests or any ideas, technology, developments, derivative works, or other intellectual property related to the Software or Blazestack.

6.4. Reservation of Rights. Blazestack and its licensors reserve all right, title and interest in and to the Software, including all related intellectual property rights, subject to the limited rights expressly granted in this Agreement. No other rights are granted to Customer by this Agreement, whether by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software.

7. TERM AND TERMINATION; SUSPENSION

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7.1. Term. The Term begins on the Effective Date and ends on the Termination Date. "Termination Date" means the earlier date of: (i) the expiration or termination of all Order Forms under this Agreement; or (ii) termination of this Agreement under this section.

7.2. Automatic Renewal. All subscriptions will renew for an additional 1-year term ("Renewal Term") at the prevailing list price at the time of such renewal unless either party receives written notice of an intent not to renew at least 30 days before the end of the Term or Renewal Term.

7.3. Termination for Cause. A party may terminate this Agreement or any applicable Order Form: (i) if the other party is in material breach of this Agreement and fails to cure the breach within 30 days of receiving written notice from the non-breaching party; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If Customer terminates due to Blazestack's breach, Customer's exclusive remedy is a pro-rata reimbursement of prepaid Fees covering the remainder of the Term after the Termination Date. If Blazestack terminates due to Customer's breach, Customer will pay any unpaid Fees covering the remainder of the Term after the Termination Date. Termination under this section will not relieve Customer of its obligation to pay any Fees owed for the period prior to the Termination Date.

7.4 Suspension. Notwithstanding anything to the contrary in this Agreement, Blazestack may temporarily suspend Customer's and User's access to any portion or all of the Software if: (i) Blazestack reasonably determines that (A) there is a threat or attack on the Software; (B) Customer's or any User's use of the Software disrupts or poses a security risk to the Software, Blazestack, or any customer or vendor of Blazestack; (C) Customer, or any User, is using the Software for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Blazestack's provision of the Software to Customer or any User is prohibited by applicable law; (ii) any vendor of Blazestack has suspended or terminated Blazestack 's access to or use of any third-party services or products required to enable Customer to access the Software; or (iii) in accordance with Section 4.4 (any such suspension described in subclause (i), (ii), or (iii), a "Software Suspension"). Blazestack shall use commercially reasonable efforts to provide written notice of any Software Suspension to Customer and to provide updates regarding resumption of access to the Software following any Software Suspension. Blazestack shall use commercially reasonable efforts to resume providing access to the Software as soon as reasonably possible after the event giving rise to the Software Suspension is cured. Blazestack will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Software Suspension.

8. WARRANTIES AND DISCLAIMERS; INDEMNIFICATION

8.1. Mutual Warranties. Each party represents that it: (i) has the legal power to enter into this Agreement; (ii) will comply with all applicable laws in relationship to the provision and use of the Software during the Term; and (iii) will use reasonable efforts to avoid transmitting to the other party any harmful or malicious code, files, scripts, agents or programs.

8.2. Warranty Disclaimer. Blazestack does not make any representations that the functions performed by the Software will meet all of Customer's requirements, that the operation of the Software will be uninterrupted or error free, that all defects in the Software will be corrected, or that the Software will be available in all languages or all countries.

THE SOFTWARE IS PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED HEREIN, BLAZESTACK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT

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OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPECIFICALLY, THIRD PARTY CONTENT AND TEST FEATURES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY NETWORKING OR HOSTING PROVIDERS OR THIRD-PARTY PRODUCTS.

8.3 Indemnification. To the extant allowed by law, Customer shall indemnify, defend, and hold harmless the Blazestack and its officers, directors, employees, agents, successors, and assigns against all losses arising out of or resulting from any third party claim, suit, action, or proceeding related to or arising out of or resulting from: (i) Customer's (or its User's) breach of any representation, warranty, covenant, or obligation under this Agreement, (ii) all matters related to any Report, (iii) the transmission of harmful or malicious code, files, scripts, agents or programs by or through Customer (or its Users), (iv) any intellectual property infringement or other matter resulting from the Customer's Data, or (v) any acts or omissions of Customer (or its Users).

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS WILL NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS OR CUSTOMER'S WILLFUL MISCONDUCT, FRAUD, NEGLIGENCE, OR INDEMNIFICATION OBLIGATIONS.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. GOVERNMENT MATTERS

10.1. Terms for U.S. Government Customers. This section applies only to Customers that are U.S. government entities subject to the cited regulations ("U.S. Government Customers"). The Software is a "commercial product" (as defined in 48 C.F.R. 2.101) and involves the use of "commercial computer software" and "commercial computer software documentation" (as used in 48 C.F.R. 12.212). All U.S. Government Customers acquire subscriptions to the Software only as a "commercial product" and only with those rights that are granted to all other end-users pursuant to the terms and conditions of this Agreement, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.72021 through 227.72024.

10.2 Non-Discrimination. Blazestack and the Customer covenant to conduct business in compliance with applicable federal non-discrimination laws.

11. GENERAL TERMS

11.1. Dispute Resolution; Governing Law; Forum. The parties shall first attempt to resolve any dispute through mediation. The parties shall jointly select a mediator and shall participate in good faith in the mediation process. The costs of the mediation process shall be shared equally by the parties. The mediation shall take place in Austin, Texas, or through virtual/online mediation if agreed upon by both parties. If the dispute is not resolved through mediation within 90 days from receipt by one party of the initial notice of the dispute from the other party, either party may proceed to court to seek resolution. Each party waives its right to a jury trial. The laws of the State of Texas govern this Agreement excluding that State's choice-of-law provisions. Venue for any disputes that proceed to legal action shall take place in Travis County, Texas.

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BLAZESTACK

11.2. Notices. Notices under this Agreement must be in writing and will be considered given upon: (i) delivery by traceable courier or mail (delivery confirmation/ return receipt requested); or (ii) the second business day after sending by email. Notices to Blazestack should be sent to notice@blazestack.com. Billing notices and notices relating to this Agreement will be sent to the contacts designated by Customer on the Order Form.

11.3. Customer References. During the Term, Blazestack may include Customer's name, logo and success stories in Blazestack's website, press releases, promotional and sales literature, and lists of customers.

11.4. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by an event outside the reasonable control of the obligated party, including but not limited to an electrical, internet, or telecommunication change, or outage not caused by the obligated party; government restrictions; or illegal acts of third parties ("Force Majeure Event"). Each party will use reasonable efforts to mitigate the effect of a Force Majeure Event.

11.5. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld), except either party may assign this Agreement in its entirety without the other party's consent to its affiliate or as part of a merger, acquisition, corporate reorganization, or sale of all or substantially of all its assets.

11.6. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.7. Waiver. No failure or delay by either party to exercise any right under this Agreement will constitute a waiver of that right, unless expressly stated in this Agreement.

11.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it enforceable. The provision will be disregarded only if such modification is not possible or is prohibited by law. The remaining provisions of this Agreement will remain in effect.

11.9. Order of Precedence. If there is a conflict or inconsistency between any Order Form, Statement of Work, Exhibit, and this Agreement, the order of precedence shall be: (i) Order Form, (ii) Statement of Work, (iii) an Exhibit, and (iv) this Agreement.

11.10 Entire Agreement; Amendment. This Agreement, including the Order Form, constitutes the entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, addendum, rider, check, clickwrap or clickthrough arrangement, or other business form that Customer may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of Blazestack to object to such terms, provisions, or conditions.

As used in this Agreement, the terms "including," "include," and "includes" are not limiting and shall be deemed to be followed by the phrase "without limitation." Use of the terms "hereunder," "herein," "hereby," and similar terms refer to this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties hereto.

11.11. Headings. Headings are for reference only and do not affect the meaning or interpretation of this Agreement.

11.12. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart is an original. All counterparts together form one document.

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BLAZESTACK

11.13. System Requirements. Customer shall meet the minimum system requirements for access to the Software:

- Google Chrome™: Version 97 to most Current
- Microsoft® Edge®: Version 96 to most Current
- Mozilla® Firefox®: Version 96 to most Current
- Apple® Safari®: Version 15 to most Current

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EXHIBIT A

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.

Contract/Lease award.

Company Name: Blazestack
Signature: DocuSigned by: Patrick Vlaskovits 7825D74B845F4FA...
Print Name: Patrick Vlaskovits
Title: COO
Date: 7/9/2025

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EXHIBIT B - Addendum to Contract VENDOR NOT ON SITE

1. DELETED INTENTIONALLY

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. DELETED INTENTIONALLY

5. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion.

6. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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 (but not mediation) necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division,

8. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

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BLAZESTACK

Agreed to and accepted by:

Town of Amherst

By: _____
Signature

Brian J. Kulpa, Supervisor

Date: _____

Agreed to and accepted by:

Blazestack Inc.

DocuSigned by:
Patrick Vlaskovits
7825D74B845F4FA...

By: _____
Signature

Patrick Vlaskovits

Date: 7/9/2025

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 30656 **RESOLUTION 2025-632** **ADOPTED**

Fire Prevention Week Ad in the Amherst Bee

WHEREAS, Fire Prevention week is the week including October 9th as proclaimed in 1925 by President Calvin Coolidge to commemorate the Great Chicago Fire, and

WHEREAS, the October 5-11, 2025 Fire Prevention campaign "Charge into Fire Safety: Lithium-Ion Batteries in Your Home" works to educate about the essentials of the sounds of fires, how to aid, assist, and avoid when a fire ensues; and

WHEREAS, the Town of Amherst strives to keep its residents safe and has historically paid for an ad in the Amherst Bee to promote this important campaign with fire prevention activities at all ten of the fire departments in the Town.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves a Fire Prevention Week full page ad in the Amherst Bee for all fire departments in the Town of Amherst to be paid from Avoidable Alarm Fund T-2999.4002.

7/21/2025
Consent

FINANCIAL IMPACT:

A cost not to exceed $1,500.00.

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30663 **RESOLUTION 2025-633** **ADOPTED**

Board of Ethics Appointment

WHEREAS, the Board of Ethics currently has a Board of four (4) members, who shall continue to serve until their term of appointment expires; and

WHEREAS, Mark Carney's term has expired as a member of the Board of Ethics, therefore, leaving a vacancy; and

WHEREAS, Prachee Samant has expressed interest in serving on the Board as a member;

NOW, THEREFORE, BE IT RESOLVED, that the Amherst Town Board approves the appointment of the Prachee Samant for a term to expire 12/31/2030.

7/21/2025
Consent

FINANCIAL IMPACT:

n/a

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30655 **RESOLUTION 2025-634** **ADOPTED**

Fireworks - Park Country Club

Request for fireworks permit on August 2, 2025, at approximately 9:45PM at Park Country Club, 4949 Sheridan Drive with the following conditions:

1. That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 560 feet. (Maximum shell size- 8 inches)

2. That one (1) 5-lb ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.

3. That trajectory of shells shall not come within 25 feet of overhead objects.

4. That shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters: Steven Knapp, and Joshua Knapp

5. Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.

6. Crowds over 1000 people require a crowd manager as per the IFC.

7. If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.

8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.

7/21/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
07/14/2025	07/15/2025	07/15/2027	FP-2025-0047

APPLICANT	ADDRESS	PHONE NUMBER
Youngs Explosives Corporation	PO Box 18653 Rochester	585-394-1783

LOCATION OF ACTIVITY: Youngs Explosives Corporation - (SITE) 4949 Sheridan Dr, Amherst, NY 14221

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks Display
Date: 8/2/2025 at 9:45 PM
Maximum shell size (inches): 8
Minimum clearance from display (feet): 560
Must comply with IFC and NFPA
Fire extinguisher(s) required
Amherst Town Board shall set time for display to conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
	07/15/2025	150.00

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: Park CC Aug 2-0715202509510 4 (RES-2025-634 : Fireworks - Park Country Club)

TOWN OF AMHERST
BUILDING DEPARTMENT | FIRE SAFETY DIVISION
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE (716) 631-7140
FAX (716) 631-7192

MARK S. BERKE, P.E.
Commissioner of Building

Memorandum

DATE: July 15, 2025

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display - Youngs Explosives Corporation PO Box 18653

DATE & TIME: Saturday, August 2, 2025 @ 9:45 PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions:

1) That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 560 feet.
(Maximum shell size - 8 inches)

2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers may be required depending on site layout.

3) The trajectory of shells shall not come within 25 feet of overhead objects.

4) The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event.
Joshua Knapp
Submitted shooters: Steven Knapp

5) Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.

6) Crowds over 1000 people require a crowd manager as per the IFC.

7) If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.

8) The Amherst Town Board shall designate a time when the fireworks display must conclude.

Bryan W. Parnell
Senior Fire Inspector
Fire Safety Division

Attachment: Park CC Aug 2-07152025095104 (RES-2025-634 : Fireworks - Park Country Club)

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby make application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York.

1. Name of individual/company sponsoring the display and the names of the persons to be in charge of the firing of the display:
   Sponsor: The Park Country Club
   Fireworks Company: Young Explosives Corporation
2. Date & time at which display is to be held: Saturday, August 2, 2025 @ 9:45 pm
3. Exact location of display: Club grounds: 4949 Sheridan Drive, Williamsville, NY 14221
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
   Joshua Knapp - over age 18 (cert attached)
   Steven Knapp - over age 18
5. Number and kind of fireworks to be discharged:
   Approx. 150 misc. 1.3G and 1.4G shells with the largest shell size of 8" (560' fallout radius)
6. Manner and place of storage of these fireworks prior to the display:
   Fireworks arrive/depart with Young Explosives Crew
7. Attach a diagram of the grounds on which the fireworks display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines and other overhead obstructions.
8. This application must be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries, a limit of $1,000,000 for property damage, and proof of Worker's Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $150.00 payable to the "Town of Amherst".

Date: 7/1/2025

(Company, Corporation or Individual)

James Young on behalf of The Park CC
Applicant Signature

State of New York pw)
County of ~~Erie~~ Monroe)
Town of ~~Amherst~~ pw Brighton)

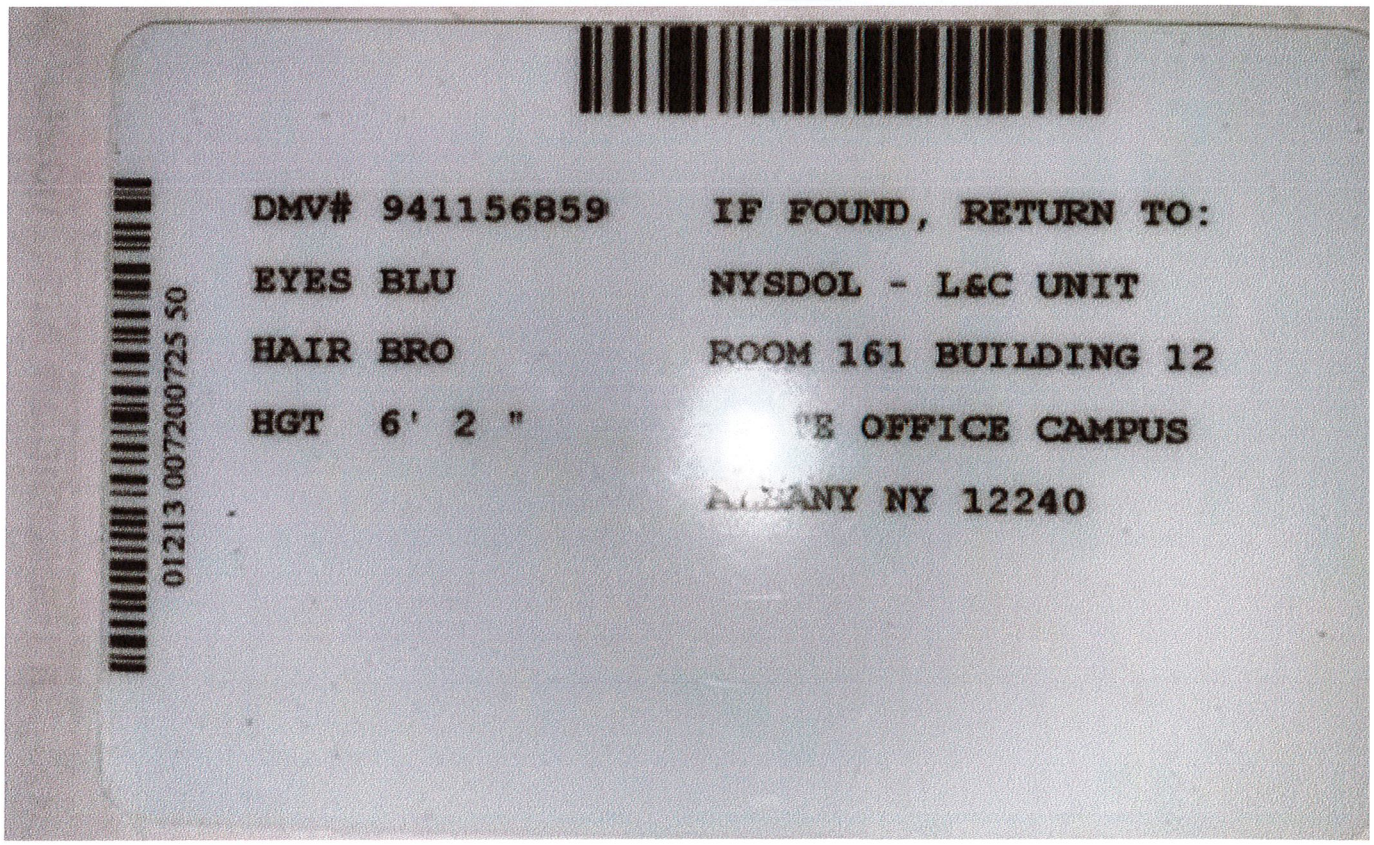
Sworn before me this 1 day of July in the year 2025

Notary Public

PAULINA C HARGARTHER
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01HA0033945
My Commission Expires 2/19/2029

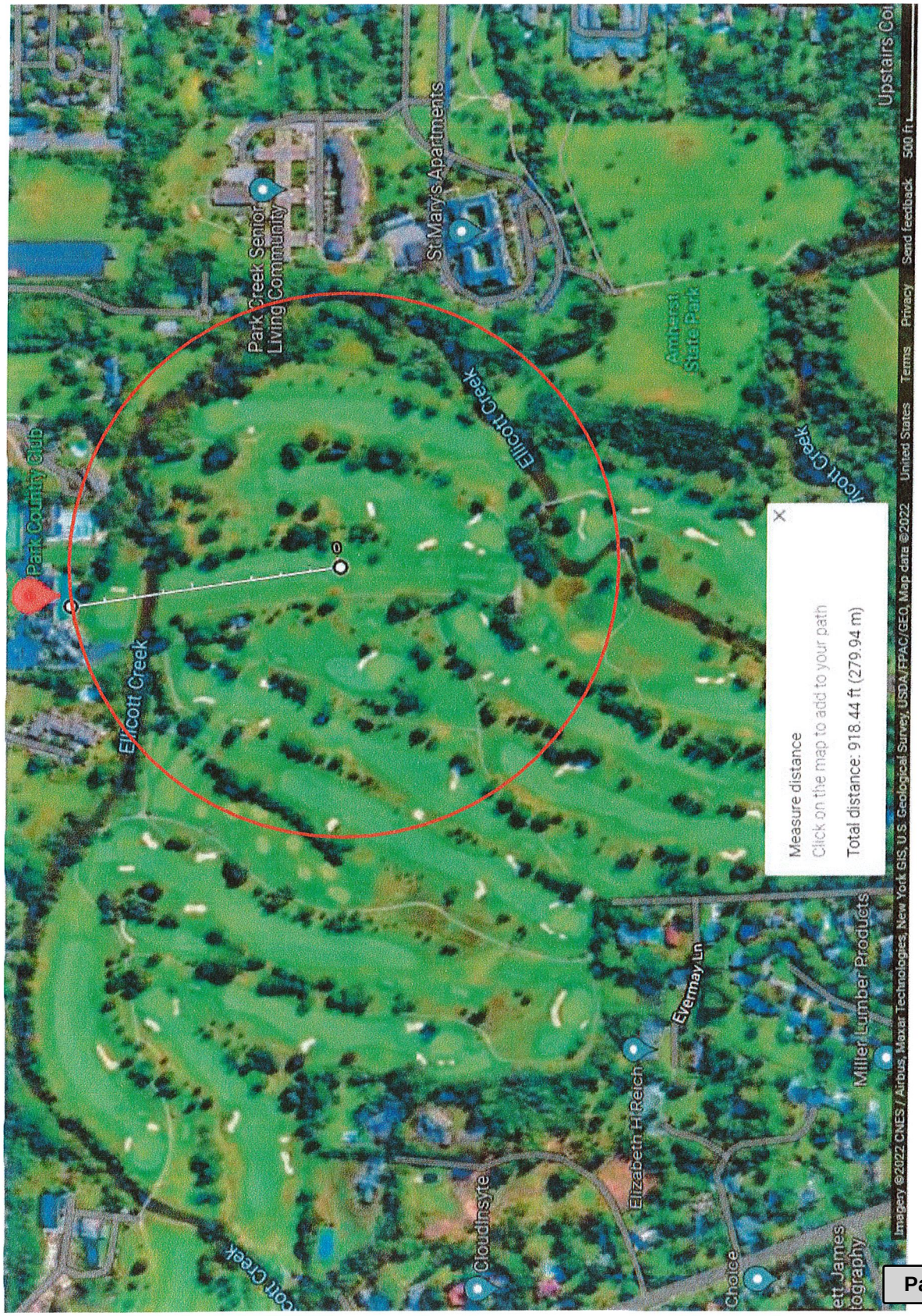
Attachment: Park CC Aug 2-071520250951O4 (RES-2025-634 : Fireworks - Park Country Club)





Attachment: Park CC Aug 2-07152025095104 (RES-2025-634 : Fireworks - Park Country Club)

The Park Country Club
4949 Sheridan Dr, Williamsville, NY 14221
May (2022)



Attachment: Park CC Aug 2-07152025095104 (RES-2025-634 : Fireworks - Park Country Club)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Everest Denali Insurance Company	16044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Young Explosives Corporation
P.O. Box 18653
Rochester NY 14618

COVERAGES **CERTIFICATE NUMBER:** 2117180324 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	Y	Y	GCN0011249-251	3/20/2025	10/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ $ 2,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	GCD0010092-251	3/20/2025	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	P-001-000088056-07	3/20/2025	10/15/2025	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	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					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date: Saturday, August 2, 2025
Location: The Park Country Club grounds, 4949 Sheridan Drive, Williamsville, NY 14221
Additional Insured: The Park Country Club of Buffalo, Inc.; Town of Amherst, NY; Village of Williamsville, NY

CERTIFICATE HOLDER
The Park Country Club of Buffalo, Inc.
4949 Sheridan Dr.
Williamsville NY 14221
United States

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Park CC Aug 2-0715202509510 4 (RES-2025-634 : Fireworks - Park Country Club)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number: **6-NY-069-21-7K-00338**

Expiration Date: **October 1, 2027**

Chief, Federal Explosives Licensing Center (FELC)

Name
YOUNG EXPLOSIVES CORP

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature

President
Position/Title

James R Young
Printed Name

1/20/2025
Date

Mailing Address (Changes? Notify the FELC of any changes.)
YOUNG EXPLOSIVES CORP
PO BOX 18668
ROCHESTER, NY 14618-0000

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete

YOUNG EXPLOSIVES CORP:2165 NEW MICHIGAN ROAD:14424:6-NY-069-21-7K-00338:October 1, 2027:21-MANUFACTURER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **YOUNG EXPLOSIVES CORP**

Business Name:

License/Permit Number: **6-NY-069-21-7K-00338**

License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: Park CC Aug 2-07152025095104 (RES-2025-634 : Fireworks - Park Country Club)

WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance *(as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802))*, (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence *(as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act)*, or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. **Federal Regulation 27 CFR 555.53 - Licensees and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.**
3. **Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than $250,000.**

NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC. **Note:** The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

(Continued from front)

Discontinuance of Business *(27 CFR 555.61)(27 CFR 555.128)*. Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB

✂ Cut Here

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free number: (877) 283-3352 Fax number: (304) 616-4401 E-mail: FELC@atf.gov

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

Attachment: Park CC Aug 2-07152025095104 (RES-2025-634 : Fireworks - Park Country Club)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) YOUNG EXPLOSIVES CORP. 2165 NEW MICHIGAN ROAD CANANDAIGUA, NY 14424 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (585) 394-1783 1c. Federal Employer Identification Number of Insured or Social Security Number 160900107
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER, NY 14618	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 6163 63 - 9 3c. Policy effective period 04/01/2024 to 04/01/2026

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 4/1/2025 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Certificate Number 832205

Attachment: Park CC Aug 2-0715202509510 4 (RES-2025-634 : Fireworks - Park Country Club)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Park CC Aug 2-0715202509510 4 (RES-2025-634 : Fireworks - Park Country Club)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618	YOUNG EXPLOSIVES CORPORATION P.O. BOX 18653 ROCHESTER NY 14618

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R 400 999-9	604555	01/01/2025 TO 01/01/2026	1/6/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 186545097

U-26.3

Attachment: Park CC Aug 2-0715202509510 4 (RES-2025-634 : Fireworks - Park Country Club)

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG 12
ALBANY, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

Expires: 3/31/2026
THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS

License No. D-2316

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618
James R. Young

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and quantity is not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: Park CC Aug 2-07152025095104 (RES-2025-634 : Fireworks - Park Country Club)

Town of Amherst
5583 Main St.
Williamsville, NY 14221

* * * RECEIPT * * *

Date: 07/10/25 **Receipt#:** 281847

Quantity	Transactions	Reference	Subtotal
1	Fire Prevention/Fireworks	August 2 2025	$150.00

Total Paid: $150.00

Notes:

Payment Type	Amount	Paid By
CK #36404	$150.00	Young Explosives

Name: Young Explosives
PO Box 18653
Rochester, NY 14618

Clerk ID: ANB

Internal ID: August 2 2025

Attachment: Park CC Aug 2-0715202509510 4 (RES-2025-634 : Fireworks - Park Country Club)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30593 **RESOLUTION 2025-635** **ADOPTED**

Request to Schedule Public Hearing - Demolition of 667 Emerson Drive

WHEREAS, the property at 667 Emerson Drive has been deteriorating for a significant period of time; and

WHEREAS, the Commissioner of Building has determined that in accordance with Section 151-56A of the Property Maintenance Code of the Town of Amherst, the dwellings have become so out of repair as to be dangerous, unsafe, insanitary, or otherwise unfit for human habitation or occupancy, and that it is unreasonable to repair the structures, that the dwellings should be demolished; and

WHEREAS, the Commissioner of Building further recommends that in accordance with Section 151-53 of the Property Maintenance Code, the appropriate persons and entities should be put on notice that the dwelling and accessory structures must be either demolished or brought into compliance with all applicable codes by the Town Board meeting held on September 30, 2025, otherwise the Town of Amherst will proceed with demolition and place the attendant costs on the property owner;

NOW THEREFORE BE IT RESOLVED that the Town Board hereby schedules a public hearing for the Town board meeting held on September 30, 2025, for the purpose of considering the demolition of the dwelling at 667 Emerson Drive, Amherst, New York 14226.

7/21/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 30667 **RESOLUTION 2025-636** **ADOPTED**

Budget Transfers and Amendments

For July 21, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 07/16/2025
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 AMENDMENTS – 2025

INCREASE:	***INCREASE***
N2440.02785 AMH HOME- PI $170.00	N2440.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.	
N2256.03089 State ACH Grant-State Aid $33,105.00	N2256.4000 Contractual $29,794.00 N2256.1000 Personal Svcs $3,075.71 N2256.8030 FICA $235.29
To recognize State AHC Grant revenue ck #11884.	

7/21/2025
Consent

FINANCIAL IMPACT:

See attached.

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30639 **RESOLUTION 2025-637** **ADOPTED**

Award Bid #2025024 Vehicle Service and Parts - CRS #5693 & 5694

WHEREAS, the Contract Compliance and Administration Department received bids on June 26, 2025 for Vehicle Service and Parts; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to West Herr Ford of Amherst and 3955 WH Road LLC dba West Herr Chevrolet of Williamsville; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with West Herr Ford of Amherst and 3955 WH Road LLC dba West Herr Chevrolet of Williamsville.

7/21/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2025024 Vehicle Service and Parts							
Low Bidder			Vendor Name:	West Herr Ford of Amherst		3955 WH Road LLC dba West Herr Chevrolet of Williamsville	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
1	150	HR	Hourly rate - Cost per hour $_____	$189.99	$28,498.50	$189.99	$28,498.50
2	$20,000.00	%	Parts/Material List Price _____% discount	30%	$14,000.00	30%	$14,000.00
			Published Price List Used:	Ford Price Tape		GM Price Tape	
3			List of car makes that this dealer will service under this contract:_____ _____ _____ _____ _____	Fords only		General Motors Vehicles only. Chevrolet & GMC trucks up to 3500 12,000 lb GVW	
4			Repair shop days/hours of operation:_____ _____ _____ _____ _____	Monday - Friday 7 am-7 pm Saturday 7 am-5 pm Closed on Sunday		Monday-Tuesday-Thursday 7:30 am - 8:00 pm Wednesday-Friday 7:30 am-6:00pm Saturday 8:00 am - 5:00 pm Closed on Sundays	
5			Time and Labor Guide Book Used: _____ _____	All Data		All Data	
6			Service Menu Items: Please provide a list of service menu items offered, and their corresponding cost. This would include items such as alignments, brake and caliper service, oil changes, air and fuel filter service, fluid flushes, etc.	Service Menu Item List Attached		Service Menu Item List Attached	

Attachment: Bid Analysis Vehicle Service & Parts (RES-2025-637 : Award Bid #2025024 Vehicle Service

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Court
Initiated by: **Cynthia Selden**
Co-Sponsored by:

DOC ID: 30677 **RESOLUTION 2025-638** **ADOPTED**

Bryne Memorial Justice Assistance Grant Amendment CRS #5689

Whereas, kindly adopt a resolution authorizing the Supervisor to adopt and execute a one-month extension as well as a change of budget amounts in individual categories, on a previously approved and executed Grant between the Town of Amherst (Court) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the Byrne Memorial Justice Assistance Grant awarded the Amherst Town Court, CRS ID #5689 is attached.

7/21/2025
Consent

FINANCIAL IMPACT:

Grant

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

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: T637668 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Amherst, Town of 5583 Main Street Williamsville, NY 14221-5499	TYPE OF PROGRAMS: Byrne JAG DCJS NUMBERS: BJ20637668 CFDA NUMBERS: 16.738
INITIAL CONTRACT PERIOD: FROM 09/01/2024 TO 08/31/2025 FUNDING AMOUNT FROM INITIAL PERIOD: $20,000.00	AMENDED CONTRACT PERIOD: FROM 09/01/2024 TO 09/30/2025 FUNDING AMOUNT FROM AMENDED PERIOD: $20,000.00
TRANSACTION TYPE: Amendment	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
FEDERAL TAX IDENTIFICATION NO: 166002157 MUNICIPALITY NO: (if applicable) 140301900000 STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply): _X_ NYSCFG New York State Contract for Grants _X_ APPENDIX A Standard Clauses for New York State Contracts _X_ ATTACHMENT A-1 Agency Specific Terms and Conditions _X_ ATTACHMENT A-2 Program Specific Terms and Conditions _X_ ATTACHMENT A-3 Federally Funded Grants and Requirements Mandated by Federal Laws _X_ ATTACHMENT B Budget _X_ ATTACHMENT C Payment and Reporting Schedule __ ATTACHMENT D Work Plan _X_ Other (Identify)

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

NYS Division of Criminal Justice Services

BY: , Date:
Office of Program Development and Funding

State Agency Certification: In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

GRANTEE: In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

BY: Mr. Brian J. Kulpa , Town Supervisor Date:

ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller Title: _____ Date: _____

Attachment: Byrne Memorial Grant 20k 5689 (RES-2025-638 : Bryne Memorial Justice Assitance Grant Amendment CRS #5689)

Award Contract | **Byrne JAG**

Project No.	**Grantee Name**	
BJ23-1094-D01	Amherst, Town of	07/16/2025

ATTACHMENT B - Budget Summary by Participant

Amherst, Town of
Amherst Town Court - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Doctor trainer	1	$2,000.00	$2,000.00	$2,000.00	$0.00
Justification: Funding to support the expenses of bringing in a expert doctor in addiction to train court staff of best practices for the therapeutic drug treatment program. This will allow the court to offer expert resources and services with the goal of diminishing substance abuse, crime and recidivism by a program of intense supervision, treatment and judicial monitoring of drug court participants. Subject to the federal consultant rate, not to exceed $650 per 8 hour day or $81.25 per hour.						
Total				$2,000.00	$2,000.00	$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Equipment for Court	1	$1,127.36	$1,127.36	$1,127.36	$0.00
Justification: Funding to support the purchase of equipment to be used for Court procedures. This may include, but may not be limited to, chairs and printers to be used during assessments for the drug court participants. As well as a bike rack to station at the court building in which clients will utilize while attending court appointments, since many don't own vehicles.						
Total				$1,127.36	$1,127.36	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Program supply incentives such as gift cards and supplies as rewards for incentive-based treatment model	1	$16,872.64	$16,872.64	$16,872.64	$0.00
Justification: Funding to support the best practice standards of an incentive-based treatment model rather than a forced-compliance model of treatment. Incentives will be utilized to offer the participants rewards based on a point system after points are earned for treatment milestones, obtaining employment, or other noteworthy accomplishments. Funding will be used to purchase the following supplies, but not limited to, items such as hygiene and self-care supplies, clothing, notebooks, office supplies, books, trinkets, and other rewards for participation. Gift cards will be offered as program rewards. The Court will monitor and track gift card administration with an internal tracking system for purchase and distribution of the gift cards.						
Total				$16,872.64	$16,872.64	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$20,000.00	$20,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$20,000.00	$20,000.00	$0.00

Attachment: Byrne Memorial Grant 20k 5689 (RES-2025-638 : Bryne Memorial Justice Assitance Grant Amendment CRS #5689)

Award Contract | **Byrne JAG**

Project No.	**Grantee Name**	
BJ23-1094-D01	Amherst, Town of	07/16/2025

STATE OF NEW YORK

CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A - Standard Clauses for New York State Contracts

2. Contract for Grants Standard Terms and Conditions

3. Modifications to the Face Page

4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government) *[1]*; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

5. The Face Page

6. Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

Attachment: Byrne Memorial Grant 20k 5689 (RES-2025-638 : Bryne Memorial Justice Assitance Grant Amendment CRS #5689)

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page.

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

[1]. For modifications required by the Federal government see Section I(M).

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Contract Funding Amount' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment D (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

Attachment: Byrne Memorial Grant 20k 5689 (RES-2025-638 : Bryne Memorial Justice Assitance Grant Amendment CRS #5689)

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a 'Simplified Renewal Contract.' Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

TERMINATION AND SUSPENSION

A. Termination

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

Attachment: Byrne Memorial Grant 20k 5689 (RES-2025-638 : Bryne Memorial Justice Assitance Grant Amendment CRS #5689)

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a 'Force majeure' event. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment C (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided

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for under the Contract.

D. Property:

1. For the purposes of the Contract, 'Property' is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of 'Property' the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase 'useful life' is defined in Internal Revenue Code §1.169-2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

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a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records)

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00am until 5:00pm, Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ('Confidential Information') for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or

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administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, 'Publicity' includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York, and if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the 'Accessibility Policy'). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

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1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

January 2024
Certified by - on

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR YOUR REFERENCE.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, 'the contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1.EXECUTORY CLAUSE In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2.NON-ASSIGNMENT CLAUSE In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3.COMPTROLLER'S APPROVAL In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts led by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4.WORKERS' COMPENSATION BENEFITS In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5.NON-DISCRIMINATION REQUIREMENTS To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or the manufacture, sale or distribution of materials, equipment or supplies, and to the

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extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason [illegible] creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6.WAGE AND HOURS PROVISIONS If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and is subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State and any State approved sums due and owning for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATIONS In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8.INTERNATIONAL BOYCOTT PROHIBITION In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations under the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9.SET-OFF RIGHTS The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's opinion to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10.RECORDS The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the 'Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Status is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11.IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number of numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number of numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods and services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable to State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12.EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN In accordance with Section 312 of the Executive Law and 5 NYCRR Part

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143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and be signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmation action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of '(a), (b) and (c)' above, in every subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13.CONFLICTING TERMS In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14.GOVERNING LAW This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15.LATE PAYMENT Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16.NO ARBITRATION Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17.SERVICE OF PROCESS In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18.PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

19.MACBRIDE FAIR EMPLOYMENT PRINCIPLES In accordance with the MacBride Fair Employment Principles (Chapter 807) of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to

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conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20.OMNIBUS PROCUREMENT ACT OF 1992. If is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
Telephone: 646-846-7364
email:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21.RECIPROCITY AND SANCTIONS PROVISIONS Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22.COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23.COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services,

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accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24.PROCUREMENT LOBBYING To the extent this agreement is a 'procurement contract' as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25.CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26.IRAN DIVESTMENT ACT By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond.If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27.ADMISSIBILITY OF REPRODUCTION OF CONTRACT Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceedings or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

February 2024

Certified by - on

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Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ23-1094-D01	Amherst, Town of	07/16/202

ATTACHMENT A-1, AGENCY SPECIFIC TERMS AND CONDITIONS

I. Designees

A. The designated Program Office, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter, Contract), Section I(G) shall be

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

B. For the purpose of refunds as referenced in the Attachment C, Payment and Reporting, Section(C)(1)(2), refunds shall be submitted to:

NYS Division of Criminal Justice Services (DCJS)

Office of Budget and Finance, Grants Unit

80 S. Swan St.

Albany, NY 12210

C. The Contractor's Designee, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter, Contract), Section I(G), shall be the same as indicated on the Face Page of the Contract.

II. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

III. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(D) of the Contract and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

A. For contracts with a total value of $200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

B. For contracts with a total value greater than $200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

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For budget modifications involving amounts above the thresholds established in the paragraphs above, including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs A. or B. (above), such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

C. Grant Amendment Requests (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45 day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

IV. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this. Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

V. Space Rental

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

VI. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $650 for an eight-hour day or $81.25 per hour (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day or $81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section VII of this Attachment.

C. A Contractor who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins, and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

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D. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

VII. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

B. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

1. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

C. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

D. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

E. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

VIII. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements and Procedures (state-funded grants only)

A. General Provisions

1. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5NYCRR Parts 142-144 (MWBE Regulations) for all state Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

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2. The Contractor to the subject Contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VIII(G) of this Attachment or enforcement proceedings as allowed by the Contract.

B. Contract Goals

1. For purposes of this Contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the Contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the Contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

3. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

C. Equal Employment Opportunity (EEO)

1. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable laws or regulations, such laws and regulations shall supersede these requirements.

2. Contractor shall comply with the following provisions of Article 15-A:

a. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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iii. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

iv. The Contractor will include the provisions of (i.) through (iii.) above and Paragraph 5 of the Appendix A, Standard Clauses for New York State Contracts which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

3. Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required for contracts with a total expenditure in excess of $250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

4. Workforce Employment Utilization Report

a. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

b. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

c. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

5. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

D. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

2. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.

3. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

E. Waivers

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1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

F. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

G. Liquidated Damages - MWBE Participation

1. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

2. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within thirty (30) days after they are assessed by the DCJS unless prior to the expiration of such thirtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

H. M/WBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

1. **M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

a. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

b. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

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c. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

d. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

e. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

f. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

2. **EEO**

a. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

b. This organization shall state in all solicitation or advertisements for employees that in the performance of the Contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.

c. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

d. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

e. This organization will include the provisions of sections (a.) through (d.) above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this Contract.

IX. Equipment Inventory

Applicable equipment purchased with funds provided by this Contract as listed in Attachment B or B-1, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

X. Accounting and Audits

A. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

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B. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

C. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

D. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

E. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

F. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

XI. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

XII. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Attachment D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

XIII. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

XIV. Refunds

If at the end of this Contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Budget and Finance at the address in Section I.(B) of this Attachment with its final fiscal cost report by the last day of the month following

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the end of the contract period.

XV. Limit on Overtime Earnings

If Attachment B, Expenditure Based Budget, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

XVI. Subawards/Subcontractors

None of the goals, objectives or tasks set forth in Attachment D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any subcontractor.

The Contractor agrees that all subcontractor arrangements shall be formalized in writing between the parties involved; and shall include at a minimum:

* Activities to be performed;

* Time schedule;

* Project policies;

* Other policies and procedures to be followed;

* Dollar limitation of the agreement;

* New York State Contract for Grants, Appendix A-Standard Clauses for New York State Contracts, Attachment A-1, Attachment A-2, Attachment A-3 (if applicable), Attachment C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension (if applicable) and any special conditions set forth in Appendix D of the Contract; and

* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subgranted funds unless all expenditures by a subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Attachment B or B-1.

XVII. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said

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material, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

XVIII. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

XIX. Changes at the Discretion of DCJS

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

XX. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to fund that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

XXI. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

XXII. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: https://its.ny.gov/policies

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

A. New York State Criminal Justice Electronic Biometric Transmission Standard

B. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases.

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C. New York State Standard Practices for Fingerprinting Juveniles.

The latest versions of these documents referenced above can be accessed on the DCJS website at:

http://criminaljustice.ny.gov/advtech/ebts.pdf

http://www.criminaljustice.ny.gov/stdpractices/main_menu.htm

http://www.criminaljustice.ny.gov/stdpractices/jj-stdpractices/jj-full-manual.pdf

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

XXIII. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

XXIV. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at https://www.criminaljustice.ny.gov/ojis/DCJSContact.htm

XXV. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/USR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:
https://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

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UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at: https://www.criminaljustice.ny.gov/ojis/dir_training.htm. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of the IBR file.

XXVI. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

XXVII. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at https://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html and is required from grantees as part of the submission in the applicable state grants management system.

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Certified by - on

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Project No.	**Grantee Name**	
BJ23-1094-D01	Amherst, Town of	07/16/202

Attachment A-2, PROGRAM SPECIFIC TERMS AND CONDITIONS:

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

County Re-entry Task Force (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Guidance Document.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

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Participating police departments will develop writing protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year-to-year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation.

New York State Defenders Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

In serving as the Public Defense Backup Center and a clearing house for information relating to the provision of public defense services, NYSDA will review, assess, and analyze the public defense system and advance the rights and interests of public defense clients and public defense attorneys.

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Award Contract **Byrne JAG**

Project No.	**Grantee Name**	
BJ23-1094-D01	Amherst, Town of	07/16/202

ATTACHMENT A-3, FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

Please navigate to the links below to read the Federal Special Conditions that apply to this Federal Award and attest to such by downloading, completing, signing and uploading the attestation form.

Special Conditions -
https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/FFY%202020%20Byrne%20JAG%20Special%20Conditions%20and%20Addendum%20%20Final.pdf

Attestation Form -
https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/Federal%20Special%20Conditions%20Attestation%20Form.3.11.24.pdf
Certified by - on

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Award Contract | **Byrne JAG**

Project No.	Grantee Name	
BJ23-1094-D01	Amherst, Town of	07/16/202

ATTACHMENT C PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal Funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

Attachment: Byrne Memorial Grant 20k 5689 (RES-2025-638 : Bryne Memorial Justice Assitance Grant Amendment CRS #5689)

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ('CFR'). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Claim	Claim Type	Report Period	Due Date
1	Quarterly Reimbursement	Quarter 1	30 days after the end of the quarter
2	Quarterly Reimbursement	Quarter 2	30 days after the end of the quarter
3	Quarterly Reimbursement	Quarter 3	30 days after the end of the quarter
4	Quarterly Reimbursement	Quarter 4	30 days after the end of the quarter

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

* For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and and practices shall be subject to approval of the State.

* For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

Attachment: Byrne Memorial Grant 20k 5689 (RES-2025-638 : Bryne Memorial Justice Assitance Grant Amendment CRS #5689)

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payments shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the forth quarter of the current contract year to pay the scheduled payment of the next contract year.

9. If the Expenditure Based Budget is used in Attachment B and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This repor shall accompany the voucher submitted for such period.

____ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency.

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment D (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Report Requirements below.

Schedule B: Progress Reporting Requirements

Period 1

Progress Report	Report Type	Report Period	Due Date

Attachment: Byrne Memorial Grant 20k 5689 (RES-2025-638 : Bryne Memorial Justice Assitance Grant Amendment CRS #5689)

1	Quarterly Progress Report	Quarter 1	30 days after the end of the quarter
2	Quarterly Progress Report	Quarter 2	30 days after the end of the quarter
3	Quarterly Progress Report	Quarter 3	30 days after the end of the quarter
4	Quarterly Progress Report	Quarter 4	30 days after the end of the quarter

E. Special Payment and Reporting Provisions

For All Grantees:

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

1. Contractors must submit all required fiscal reports, support documentation and program progress reports as required under Section D. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

2. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

3. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in this Attachment. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

4. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

DCJSGrantsUnitVoucherSubmittal@DCJS.NY.Gov

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

July 2024

Certified by - on

Attachment: Byrne Memorial Grant 20k 5689 (RES-2025-638 : Bryne Memorial Justice Assitance Grant Amendment CRS #5689)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Court
Initiated by: **Cynthia Selden**
Co-Sponsored by:

DOC ID: 30678 **RESOLUTION 2025-639** **ADOPTED**

Bryne Memorial Justice Assistance Grant Amendment CRS #5697

Whereas, kindly adopt a resolution authorizing the Supervisor to adopt and execute as a change of budget amounts in individual categories, on a previously approved and executed Grant between the Town of Amherst (Court) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the Byrne Memorial Justice Assistance Grant awarded the Amherst Town Court, CRS ID #5697 is attached.

7/21/2025
Consent

FINANCIAL IMPACT:

Grant

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

13.H.2.a

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: T637615 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Amherst, Town of 5583 Main Street Williamsville, NY 14221-5499	TYPE OF PROGRAMS: Byrne JAG DCJS NUMBERS: BJ19637615 CFDA NUMBERS: 16.738
INITIAL CONTRACT PERIOD: FROM 04/01/2024 TO 09/30/2025 FUNDING AMOUNT FROM INITIAL PERIOD: $30,000.00	AMENDED CONTRACT PERIOD: FROM 04/01/2024 TO 09/30/2025 FUNDING AMOUNT FROM AMENDED PERIOD: $30,000.00
TRANSACTION TYPE: Amendment	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
FEDERAL TAX IDENTIFICATION NO: 166002157 MUNICIPALITY NO: (if applicable) 140301900000 STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply): _X_ NYSCFG New York State Contract for Grants _X_ APPENDIX A Standard Clauses for New York State Contracts _X_ ATTACHMENT A-1 Agency Specific Terms and Conditions _X_ ATTACHMENT A-2 Program Specific Terms and Conditions _X_ ATTACHMENT A-3 Federally Funded Grants and Requirements Mandated by Federal Laws _X_ ATTACHMENT B Budget _X_ ATTACHMENT C Payment and Reporting Schedule __ ATTACHMENT D Work Plan _X_ Other (Identify)

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

NYS Division of Criminal Justice Services

BY: , Date:
Office of Program Development and Funding

State Agency Certification: In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

GRANTEE: In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

BY: Mr. Brian J. Kulpa , Town Supervisor Date:

ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller Title: _____ Date: _____

Attachment: Byrne Memorial Amended 30k 5697 (RES-2025-639 : Bryne Memorial Justice Assistance Grant Amendment CRS #5697)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D02	Amherst, Town of	07/07/202

ATTACHMENT B - Budget Summary by Participant

Amherst, Town of
Amherst Town Court - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Equipment for Court Room	1	$1,740.97	$1,740.97	$1,740.97	$0.00
Justification: This funding will be used to support the purchase of new equipment (ex. furniture) for the drug court interview room, and other rooms in the court house.						
	Total			$1,740.97	$1,740.97	$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Drug Court Program Supplies	1	$2,182.43	$2,182.43	$2,182.43	$0.00
Justification: Program supplies will be utilized by court officials to administer daily activities of drug court. Expenditures will include breathalyzers, toxicology screens, and pocket calendars. The pocket calendars will be utilized by court participants, to keep track of court appointments.						
	Total			$2,182.43	$2,182.43	$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Court staff travel to training	1	$5,739.17	$5,739.17	$5,739.17	$0.00
Justification: Funding to support the lodging, subsistence and transportation costs of court staff to attend trainings. Transportation may include, but may no be limited to, bus, taxi fees, mileage reimbursement. All expenses will be subject to the per diem reimbursement GSA rate. All out of state travel needs to be preapproved by DCJS.						
	Total			$5,739.17	$5,739.17	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Program incentives such as gift cards and supplies as rewards for incentive-based treatment model	1	$13,835.74	$13,835.74	$13,835.74	$0.00
Justification: Funding to support the best practice standards of an incentive-based treatment model rather than a forced-compliance model of treatment. Incentives will be utilized to offer the participants rewards based on a point system after points are earned for treatment milestones, obtaining employment, or other noteworthy accomplishments. Funding will be used to purchase the following supplies, but not limited to, items such as hygiene and self-care supplies, clothing, notebooks, office supplies, books, trinkets, and other rewards for participation. Gift cards will be offered as program rewards. The Court will monitor and track gift card administration with an internal tracking system for purchase and distribution of the gift cards.					
2	Training DVDs and Videos	1	$2,055.08	$2,055.08	$2,055.08	$0.00
Justification: Funding will be used to purchase training videos and DVDs for the court staff. Videos may include trainings topics concerning Alcohol, Drugs of Abuse: treatment and relapse, Cocaine: what you need to know, Opioids: what you need to know, Relapse Prevention, Alcohol and other drug education, Trauma and PTST, Opioids, Preventing Relapse taking necessary steps, Criminal-addictive thinking.						
3	Training Registration Fees	1	$2,455.00	$2,455.00	$2,455.00	$0.00
Justification: Funding will be used to support registration fees for trainings to be attended by court staff.						
4	Training Workbooks	1	$1,991.61	$1,991.61	$1,991.61	$0.00
Justification: Funding will be used to purchase training workbooks to be used by court staff to maintain education. Workbooks may include learnings regarding Shame and Guilt, Refusal Skills, Grief, Warning signs of relapse.						
	Total			$20,337.43	$20,337.43	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$30,000.00	$30,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$30,000.00	$30,000.00	$0.00

Attachment: Byrne Memorial Amended 30k 5697 (RES-2025-639 : Bryne Memorial Justice Assistance Grant Amendment CRS #5697)

Award Contract Byrne JAG

Project No.	Grantee Name	
BJ22-1037-D02	Amherst, Town of	07/07/202

STATE OF NEW YORK

CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A - Standard Clauses for New York State Contracts

2. Contract for Grants Standard Terms and Conditions

3. Modifications to the Face Page

4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government) *[1]*; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

5. The Face Page

6. Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

Attachment: Byrne Memorial Amended 30k 5697 (RES-2025-639 : Bryne Memorial Justice Assistance Grant Amendment CRS #5697)

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page.

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

[1]. For modifications required by the Federal government see Section I(M).

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Contract Funding Amount' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment D (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

Attachment: Byrne Memorial Amended 30k 5697 (RES-2025-639 : Bryne Memorial Justice Assistance Grant Amendment CRS #5697)

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a 'Simplified Renewal Contract.' Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

TERMINATION AND SUSPENSION

A. Termination

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

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b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a 'Force majeure' event. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment C (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided

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for under the Contract.

D. Property:

1. For the purposes of the Contract, 'Property' is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of 'Property' the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase 'useful life' is defined in Internal Revenue Code §1.169-2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

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a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records)

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00am until 5:00pm, Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ('Confidential Information') for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or

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administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, 'Publicity' includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York, and if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the 'Accessibility Policy'). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

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1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

January 2024
Certified by - on

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Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D02	Amherst, Town of	07/07/2025

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR YOUR REFERENCE.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, 'the contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1.EXECUTORY CLAUSE In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2.NON-ASSIGNMENT CLAUSE In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3.COMPTROLLER'S APPROVAL In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts led by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4.WORKERS' COMPENSATION BENEFITS In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5.NON-DISCRIMINATION REQUIREMENTS To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or the manufacture, sale or distribution of materials, equipment or supplies, and to the

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extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason [illegible] creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6.WAGE AND HOURS PROVISIONS If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and is subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State and any State approved sums due and owning for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATIONS In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8.INTERNATIONAL BOYCOTT PROHIBITION In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations under the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9.SET-OFF RIGHTS The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's opinion to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10.RECORDS The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the 'Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Status is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11.IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number of numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number of numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods and services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable to State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12.EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN In accordance with Section 312 of the Executive Law and 5 NYCRR Part

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143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and be signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmation action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of '(a), (b) and (c)' above, in every subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13.CONFLICTING TERMS In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14.GOVERNING LAW This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15.LATE PAYMENT Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16.NO ARBITRATION Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17.SERVICE OF PROCESS In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18.PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

19.MACBRIDE FAIR EMPLOYMENT PRINCIPLES In accordance with the MacBride Fair Employment Principles (Chapter 807) of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to

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conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20.OMNIBUS PROCUREMENT ACT OF 1992. 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
Telephone: 646-846-7364
email:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21.RECIPROCITY AND SANCTIONS PROVISIONS Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22.COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23.COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services,

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accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24.PROCUREMENT LOBBYING To the extent this agreement is a 'procurement contract' as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25.CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26.IRAN DIVESTMENT ACT By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond.If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27.ADMISSIBILITY OF REPRODUCTION OF CONTRACT Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceedings or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

February 2024

Certified by - on

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Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D02	Amherst, Town of	07/07/2025

ATTACHMENT A-1, AGENCY SPECIFIC TERMS AND CONDITIONS

I. Designees

A. The designated Program Office, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter, Contract), Section I(G) shall be

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

B. For the purpose of refunds as referenced in the Attachment C, Payment and Reporting, Section(C)(1)(2), refunds shall be submitted to:

NYS Division of Criminal Justice Services (DCJS)

Office of Budget and Finance, Grants Unit

80 S. Swan St.

Albany, NY 12210

C. The Contractor's Designee, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter, Contract), Section I(G), shall be the same as indicated on the Face Page of the Contract.

II. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

III. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(D) of the Contract and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

A. For contracts with a total value of $200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

B. For contracts with a total value greater than $200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

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For budget modifications involving amounts above the thresholds established in the paragraphs above, including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs A. or B. (above), such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

C. Grant Amendment Requests (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45 day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

IV. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this. Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

V. Space Rental

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

VI. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $650 for an eight-hour day or $81.25 per hour (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day or $81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section VII of this Attachment.

C. A Contractor who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins, and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

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D. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

VII. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

B. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

1. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

C. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

D. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

E. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

VIII. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements and Procedures (state-funded grants only)

A. General Provisions

1. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5NYCRR Parts 142-144 (MWBE Regulations) for all state Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

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2. The Contractor to the subject Contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VIII(G) of this Attachment or enforcement proceedings as allowed by the Contract.

B. Contract Goals

1. For purposes of this Contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the Contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the Contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

3. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

C. Equal Employment Opportunity (EEO)

1. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable laws or regulations, such laws and regulations shall supersede these requirements.

2. Contractor shall comply with the following provisions of Article 15-A:

a. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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iii. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

iv. The Contractor will include the provisions of (i.) through (iii.) above and Paragraph 5 of the Appendix A, Standard Clauses for New York State Contracts which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

3. Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required for contracts with a total expenditure in excess of $250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

4. Workforce Employment Utilization Report

a. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

b. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

c. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

5. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

D. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

2. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.

3. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

E. Waivers

Attachment: Byrne Memorial Amended 30k 5697 (RES-2025-639 : Bryne Memorial Justice Assistance Grant Amendment CRS #5697)

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

F. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

G. Liquidated Damages - MWBE Participation

1. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

2. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within thirty (30) days after they are assessed by the DCJS unless prior to the expiration of such thirtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

H. M/WBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

1. **M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

a. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

b. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

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c. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

d. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

e. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

f. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

2. **EEO**

a. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

b. This organization shall state in all solicitation or advertisements for employees that in the performance of the Contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.

c. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

d. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

e. This organization will include the provisions of sections (a.) through (d.) above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this Contract.

IX. Equipment Inventory

Applicable equipment purchased with funds provided by this Contract as listed in Attachment B or B-1, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

X. Accounting and Audits

A. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

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B. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

C. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

D. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

E. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

F. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

XI. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

XII. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Attachment D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

XIII. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

XIV. Refunds

If at the end of this Contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Budget and Finance at the address in Section I.(B) of this Attachment with its final fiscal cost report by the last day of the month following

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the end of the contract period.

XV. Limit on Overtime Earnings

If Attachment B, Expenditure Based Budget, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

XVI. Subawards/Subcontractors

None of the goals, objectives or tasks set forth in Attachment D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any subcontractor.

The Contractor agrees that all subcontractor arrangements shall be formalized in writing between the parties involved; and shall include at a minimum:

* Activities to be performed;

* Time schedule;

* Project policies;

* Other policies and procedures to be followed;

* Dollar limitation of the agreement;

* New York State Contract for Grants, Appendix A-Standard Clauses for New York State Contracts, Attachment A-1, Attachment A-2, Attachment A-3 (if applicable), Attachment C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension (if applicable) and any special conditions set forth in Appendix D of the Contract; and

* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subgranted funds unless all expenditures by a subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Attachment B or B-1.

XVII. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said

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material, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

XVIII. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

XIX. Changes at the Discretion of DCJS

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

XX. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to fund that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

XXI. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

XXII. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: https://its.ny.gov/policies

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

A. New York State Criminal Justice Electronic Biometric Transmission Standard

B. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases.

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C. New York State Standard Practices for Fingerprinting Juveniles.

The latest versions of these documents referenced above can be accessed on the DCJS website at:

http://criminaljustice.ny.gov/advtech/ebts.pdf

http://www.criminaljustice.ny.gov/stdpractices/main_menu.htm

http://www.criminaljustice.ny.gov/stdpractices/jj-stdpractices/jj-full-manual.pdf

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

XXIII. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

XXIV. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at https://www.criminaljustice.ny.gov/ojis/DCJSContact.htm

XXV. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/USR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:
https://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

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UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at: https://www.criminaljustice.ny.gov/ojis/dir_training.htm. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of the IBR file.

XXVI. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

XXVII. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at https://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html and is required from grantees as part of the submission in the applicable state grants management system.

February 2024
Certified by - on

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Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D02	Amherst, Town of	07/07/202

Attachment A-2, PROGRAM SPECIFIC TERMS AND CONDITIONS:

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

County Re-entry Task Force (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Guidance Document.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

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Participating police departments will develop writing protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year-to-year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation.

New York State Defenders Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200) protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

In serving as the Public Defense Backup Center and a clearing house for information relating to the provision of public defense services, NYSDA will review, assess, and analyze the public defense system and advance the rights and interests of public defense clients and public defense attorneys.

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Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D02	Amherst, Town of	07/07/202

ATTACHMENT A-3, FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

Please navigate to the links below to read the Federal Special Conditions that apply to this Federal Award and attest to such by downloading, completing, signing and uploading the attestation form.

Special Conditions -
https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/FFY%202019%20Byrne%20JAG%20Special%20Conditions%20and%20Addendum%20%20Final.pdf

Attestation Form -
https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/Federal%20Special%20Conditions%20Attestation%20Form.3.11.24.pdf

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Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D02	Amherst, Town of	07/07/202

ATTACHMENT C PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal Funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

Attachment: Byrne Memorial Amended 30k 5697 (RES-2025-639 : Bryne Memorial Justice Assistance Grant Amendment CRS #5697)

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ('CFR'). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Claim	Claim Type	Report Period	Due Date
1	Quarterly Reimbursement	Quarter 1	30 days after the end of the quarter
2	Quarterly Reimbursement	Quarter 2	30 days after the end of the quarter
3	Quarterly Reimbursement	Quarter 3	30 days after the end of the quarter
4	Quarterly Reimbursement	Quarter 4	30 days after the end of the quarter

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

* For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and and practices shall be subject to approval of the State.

* For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

Attachment: Byrne Memorial Amended 30k 5697 (RES-2025-639 : Bryne Memorial Justice Assistance Grant Amendment CRS #5697)

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or sub contracts. Fifth quarter payments shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the forth quarter of the current contract year to pay the scheduled payment of the next contract year.

9. If the Expenditure Based Budget is used in Attachment B and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This repor shall accompany the voucher submitted for such period.

____ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency.

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment D (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Report Requirements below.

Schedule B: Progress Reporting Requirements

Period 1

Progress Report	Report Type	Report Period	Due Date

Attachment: Byrne Memorial Amended 30k 5697 (RES-2025-639 : Bryne Memorial Justice Assistance Grant Amendment CRS #5697)

1	Quarterly Progress Report	Quarter 1	30 days after the end of the quarter
2	Quarterly Progress Report	Quarter 2	30 days after the end of the quarter
3	Quarterly Progress Report	Quarter 3	30 days after the end of the quarter
4	Quarterly Progress Report	Quarter 4	30 days after the end of the quarter

E. Special Payment and Reporting Provisions

For All Grantees:

1. Contractors must submit all required fiscal reports, support documentation and program progress reports as required under Section D. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

2. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

3. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in this Attachment. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

4. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

DCJSGrantsUnitVoucherSubmittal@DCJS.NY.Gov

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Budget and Finance as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Budget and Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

April 2025

Certified by - on

Attachment: Byrne Memorial Amended 30k 5697 (RES-2025-639 : Bryne Memorial Justice Assistance Grant Amendment CRS #5697)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Economic Development
Initiated by: **Megan Winnert**
Co-Sponsored by:

DOC ID: 30670 **RESOLUTION 2025-640** **ADOPTED**

Authorize Supervisor to Submit a Smart Growth Planning Grant Application for the Preparation of a New Comprehensive Plan

WHEREAS, the Town of Amherst's existing Bicentennial Comprehensive Plan was adopted in 2007 and last amended in 2020; and

WHEREAS, the Town is experiencing a range of complex challenges and emerging trends that necessitate consideration of a new Plan; and

WHEREAS, the Town has recently conducted several planning studies and initiatives that should be integrated into a new Comprehensive Plan to reflect current perspectives and ensure consistency with these efforts; and

WHEREAS, the development of a new Comprehensive Plan is essential to articulating a shared community vision, guide future land use and development, and providing a basis for regulatory and policy decisions;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby commits to providing the required local match to meet the ten percent (10%) minimum contribution for the New York State Smart Growth Planning Grant Program; and

BE IT FURTHER RESOLVED, that the Amherst Town Supervisor, is hereby authorized and directed to prepare, submit, and execute all necessary documents in connection with an application for funding through the New York State Department of State Smart Growth Planning Grant Program for the purpose of developing a new Comprehensive Plan, including entering into a project agreement with the State upon approval of said application; and

BE IT FURTHER RESOLVED that the Supervisor is authorized and directed to complete all required forms, certifications, and attachments for submission through the New York State Consolidated Funding Application in pursuit of said grant assistance.

7/21/2025
Consent

FINANCIAL IMPACT:

Local Matching Funds of 10%

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30668 **RESOLUTION 2025-641** **ADOPTED**

Authorization to Install One (1) Fire Hydrant Cimarand Drive Waterline Replacement Project TOA Project No. 2025.014

We are hereby requesting authorization to have one (1) fire hydrant installed at the above location.

The Erie County Water Authority and Erie County Department of Health require the installation of one (1) additional fire hydrant 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 hydrant will be the 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 approve the installation of the referenced hydrant. The Town is to pay the annual maintenance fee of $160.80 each for a total of $160.80.

May we have your approval for the installation of one (1) additional fire hydrant?

Thank you for considering this request.

7/21/2025
Consent

FINANCIAL IMPACT:

The Town is to pay the annual maintenance fee of $160.80 each for a total of $160.80.

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30669 **RESOLUTION 2025-642** **ADOPTED**

Change Order No. 1 & Final Bauman Road Waterline Replacement Project 2022.018 CRS #5709

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract by $61,040.07. This change will reduce the overall project costs to reflect actual quantities utilized during construction.

This request is contingent on successful completion of the contract review process. The required funding for this project shall be reduced from KP 2416-4972.

Thank you for considering this request.

7/21/2025
Consent

FINANCIAL IMPACT:

The required funding for this project shall be reduced from KP 2416-4972. Supervisor to sign the above referenced Change Order, which decreases the overall contract by $61,040.07.

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

CHANGE ORDER NO.: 001

Owner:	Town of Amherst	Owner's Project No.:	2022.018
Engineer:	Nussbaumer & Clarke, Inc.	Engineer's Project No.:	24J1-0054.001
Contractor:	E&R General Construction, Inc.	Contractor's Project No.:	N/A
Project:	Bauman Road Waterline Replacement		
Contract Name:	Bauman Road Waterline Replacement		
Date Issued:	June 9, 2025	Effective Date of Change Order:	June 9, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order is being used to reduce the contract amount to the final contract value based on the final quantities of materials used in construction of this project.

Attachments:

Final draft pay application quantities and values from E&R General Construction, Inc. reviewed and approved by Nussbaumer & Clarke, Inc.

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: $ 494,456.00	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ 0.00	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ 494,456.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Decrease this Change Order: $ (61,040.07)	**[Increase] [Decrease]** this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: $ 433,415.93	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Accepted by Contractor
By: [signature]	By: Angelina Bessucci
Title: Associate - Engineering	Title: Vice President
Date: 6/10/25	Date: E&R General Const. Inc.
Authorized by Owner	**Approved by Funding Agency (if applicable)**
By:	By:
Title:	Title:
Date:	Date:

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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Attachment: Bauman Road Waterline Replacement_Change order 1 & Final (RES-2025-642 : Change Order No. 1 & Final)

E & R General Construction Inc.

Period to 5/31/2

Pay Request No. 3 Final

Re: Bauman Road - Waterline Replacment Project, Town of Amherst NY

A	B	C				D		E	G	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE				WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	RETAINAGE 5%
		QTY	U/M	UNIT PRICE	TOTAL $ VALUE	PREVIOUS APPLIC	THIS PERIOD QTY	THIS PERIOD TOTAL $		
1B1	6-inch PVC Watermain	70	LF	$ 62.00	$ 4,340.00	$ 3,410.00		$ -	$ 3,410.00	$ 17
1B2	8-inch PVC Watermain	1,950	LF	$ 70.00	$ 136,500.00	$ 131,180.00		$ -	$ 131,180.00	$ 6,55
2A2	8-inch Gate Valve	9	EA	$ 3,800.00	$ 34,200.00	$ 34,200.00		$ -	$ 34,200.00	$ 1,71
3A	New Fire Hydrant Assembly	4	EA	$ 9,500.00	$ 38,000.00	$ 38,000.00		$ -	$ 38,000.00	$ 1,90
3C	Fire Hydrant Abandonment	3	EA	$ 900.00	$ 2,700.00	$ 2,700.00		$ -	$ 2,700.00	$ 13
4A	Test Pit Excavation and Backfill	16	EA	$ 1.00	$ 16.00			$ -	$ -	$
5A	Rock Excavation	30	CY	$ 1.00	$ 30.00			$ -	$ -	$
6A	Select Backfill	900	CY	$ 39.00	$ 35,100.00	$ 29,801.07		$ -	$ 29,801.07	$ 1,49
7A	Interconnection No. 1	1	LS	$ 6,700.00	$ 6,700.00	$ 6,700.00		$ -	$ 6,700.00	$ 33
7B	Interconnection No. 2	1	LS	$ 7,100.00	$ 7,100.00	$ 7,100.00		$ -	$ 7,100.00	$ 35
7C	Interconnection No. 3	1	LS	$ 15,000.00	$ 15,000.00	$ 15,000.00		$ -	$ 15,000.00	$ 75
8A1	3/4" - 1-inch Service Replacements	40	EA	$ 2,200.00	$ 88,000.00	$ 88,000.00		$ -	$ 88,000.00	$ 4,40
8C1	Additional 3/4 - 1-inch Copper Tubing	30	LF	$ 25.00	$ 750.00	$ 21,350.00		$ -	$ 21,350.00	$ 1,06
11B3A	Pavement - Top Course	70	SY	$ 18.00	$ 1,260.00	$ 954.00		$ -	$ 954.00	$ 4
11B4A	Pavement - Binder Course	1,190	SY	$ 30.00	$ 35,700.00	$ 23,790.00		$ -	$ 23,790.00	$ 1,18
11B5A	Pavement - Base Course	1,190	SY	$ 27.00	$ 32,130.00	$ 20,844.00		$ -	$ 20,844.00	$ 1,04
11B6	Cold Milling of Asphalt Pavement	70	SY	$ 8.00	$ 560.00	$ 160.00		$ -	$ 160.00	$
12A	Testing and Disinfection	1,950	LF	$ 3.00	$ 5,850.00	$ 5,385.00		$ -	$ 5,385.00	$ 26
13D	Extra Concrete	20	CY	$ 1.00	$ 20.00	$ 1.86		$ -	$ 1.86	$
13E	Landscape Restoration	50	LF	$ 10.00	$ 500.00	$ 4,840.00		$ -	$ 4,840.00	$ 24
16A	Contingency Allowance	1	LS	$ 50,000.00	$ 50,000.00			$ -	$ -	$
	TOTAL				$ 494,456.00	$ 433,415.93		$ -	$ 433,415.93	$ 21,67

Attachment: Bauman Road Waterline Replacement_Change order 1 & Final (RES-2025-642 : Change

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30662 **RESOLUTION 2025-643** **ADOPTED**

Police Officer/Police Department

Please appoint a Police Officer to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII(c). Effective July 22, 2025 at an annual salary of $69,522. Contingent upon successful completion of all pre-employment requirements and Erie County Civil Service Rules and Regulations for Gregory Yensan.

7/21/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30664 **RESOLUTION 2025-644** **ADOPTED**

Memoranda of Agreements - Amherst Police Chief and Assistant Chief

BE IT RESOLVED that the Town Board herby authorizes the supervisor to sign amendments to the Memoranda of Agreements regarding certain benefits with the Amherst Police Chief and Assistant Chief.

7/21/2025
Consent

FINANCIAL IMPACT:

TBD

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

AMENDMENT TO CHIEF'S MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF AMHERST (hereafter the "Town"), and CHIEF OF POLICE SCOTT P. CHAMBERLIN (hereafter the "Chief");

WHEREAS, the Town and the Chief are in agreement to modify the provisions of his current Memorandum of Agreement.

NOW, THEREFORE, THE UNDERSIGNED PARTIES AGREE that this document shall act as an addendum to the original Memorandum of Agreement between the Town of Amherst and Chief of Police Scott P. Chamberlin, signed on April 20, 2021, and shall remain in effect for the duration of his employment with the Town of Amherst.

BE IT FURTHER AGREED that effective June 1st, 2025, the Town will pay the Chief's Education Incentive, per Article 8m of the agreement between the Town of Amherst and the Amherst Police Club, Inc. Years 2025-2028, at a rate of 11 percent of his annual base salary.

BE IT FURTHER AGREED that effective June 1st, 2025, the Town will pay the Chief's Longevity Pay, per Article 20 of the agreement between the Town of Amherst and the Amherst Police Club, Inc. Years 2025-2028, at a rate of 10 percent of his annual base salary.

BE IT FURTHER AGREED that effective June 1st, 2025, per Article 15-0 of the agreement between the Town of Amherst and the Amherst Police Club, Inc. Years 2025-2028, the Chief shall be entitled to sell up to 40 sick days per year.

BE IT FURTHER AGREED that effective June 1st, 2025, the Chief agrees to pay the Employee contribution for medical coverage commensurate with the terms in Article 18-h of the Agreement between the Town of Amherst and the Amherst Police Club, Inc. Years 2025-2028.

This Memorandum of Agreement and Amendment constitutes the full and complete agreement of the parties and may not be rescinded, altered, changed, added to, deleted from, or modified in any way except through the mutual consent of both the Chief and the Town in a written signed amendment to this Agreement.

This Amendment to the Chief's Memorandum of Agreement shall be governed by the laws of the State of New York, and the invalidity or unenforceability of any specific provision hereof shall in no way affect the validity or enforceability of any other provision.

All other provisions in the Chief's Memorandum of Agreement that are not inconsistent with the above provisions shall remain in full force and effect for the duration of the Chief's employment with the Town.

Dated: _____

_____	_____
Brian J. Kulpa	Scott P. Chamberlin
Town Supervisor	Chief of Police
Town of Amherst	Amherst Police Department

Attachment: Contract Addendum - Chief (RES-2025-644 : Memoranda of Agreements - Amherst Police Chief and Assistant Chief)

AMENDMENT TO ASSISTANT CHIEF'S MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF AMHERST (hereafter the "Town"), and ASSISTANT CHIEF OF POLICE MICHAEL J. CAMILLERI (hereafter the "Assistant Chief");

WHEREAS, the Town and the Assistant Chief are in agreement to modify the provisions of his current Memorandum of Agreement.

NOW, THEREFORE, THE UNDERSIGNED PARTIES AGREE that this document shall act as an addendum to the original Memorandum of Agreement between the Town of Amherst and Assistant Chief of Police Michael J. Camilleri, signed on April 20, 2021, and shall remain in effect for the duration of his employment with the Town of Amherst.

BE IT FURTHER AGREED that effective June 1st, 2025, the Town will pay the Assistant Chief's Education Incentive, per Article 8m of the agreement between the Town of Amherst and the Amherst Police Club, Inc. Years 2025-2028, at a rate of 11 percent of his annual base salary.

BE IT FURTHER AGREED that effective June 1st, 2025, the Town will pay the Assistant Chief's Longevity Pay, per Article 20 of the agreement between the Town of Amherst and the Amherst Police Club, Inc. Years 2025-2028, at a rate of 10 percent of his annual base salary.

BE IT FURTHER AGREED that effective June 1st, 2025, per Article 15-0 of the agreement between the Town of Amherst and the Amherst Police Club, Inc. Years 2025-2028, the Assistant Chief shall be entitled to sell up to 40 sick days per year.

BE IT FURTHER AGREED that effective June 1st, 2025, the Assistant Chief agrees to pay the Employee contribution for medical coverage commensurate with the terms in Article 18-h of the Agreement between the Town of Amherst and the Amherst Police Club, Inc. Years 2025-2028.

This Memorandum of Agreement and Amendment constitutes the full and complete agreement of the parties and may not be rescinded, altered, changed, added to, deleted from, or modified in any way except through the mutual consent of both the Assistant Chief and the Town in a written signed amendment to this Agreement.

This Amendment to the Assistant Chief's Memorandum of Agreement shall be governed by the laws of the State of New York, and the invalidity or unenforceability of any specific provision hereof shall in no way affect the validity or enforceability of any other provision.

All other provisions in the Assistant Chief's Memorandum of Agreement that are not inconsistent with the above provisions shall remain in full force and effect for the duration of the Assistant Chief's employment with the Town.

Dated: _____

_____	_____
Brian J. Kulpa	Michael J. Camilleri
Town Supervisor	Assistant Chief of Police
Town of Amherst	Amherst Police Department

Attachment: Contract Addendum - Assistant Chief (RES-2025-644 : Memoranda of Agreements - Amherst Police Chief and Assistant Chief)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30660 **RESOLUTION 2025-645** **ADOPTED**

To Authorize the Planning Department to Expend Funds from a Trust Account to Fund Design Costs for Tupelo Park

WHEREAS, in Town Board Communication 2023-46 the owner of land identified as 75 Tupelo Lane (SBL:26.06-8-33) offered to donate a 1.6± acre vacant parcel of land located on the west end of Tupelo Lane, east of its intersection with Cherry Laurel Lane to the Town; and

WHEREAS, the Bicentennial Comprehensive Plan supports the acquisition of property to preserve wetlands and open space and 75 Tupelo Lane provides both a new park space, and preserves the sensitive environmental features of open wetlands; and

WHEREAS, in Resolution 2024-101 the Town accepted the land donation of 75 Tupelo Lane and the Town completed the land transaction; and

WHEREAS, in Town Board Resolution 2025-596 the Town transferred funds from the recreation fee trust account to initiate design services on this park site, and

WHEREAS, the Town has consultants under term contract for the purpose of completing design services on Town property, now

THEREFORE, BE IT FURTHER RESOLVED, that the Amherst Town Board hereby authorizes the Planning Department to expend up to $7,050.00 from Trust Account T-2023-4001 for design costs for Tupelo Park.

7/21/2025
Consent

FINANCIAL IMPACT:

The proposed expenditures will have no fiscal impact to the Town as the funds have been deposited into Trust Account T-2023-4001, expenditures will not exceed $7,050.00.

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30640 **RESOLUTION 2025-646** **ADOPTED**

Class Instructor, Mary Ann Belus CRS #5652

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Mary Ann Belus, Class Instructor.

7/21/2025
Consent

FINANCIAL IMPACT:

$25.00 per hour Account: A6772 - 4090

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, 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: Mary Ann Belus
(Payment/Check payable to same)

Address: 40 Gaslight Trial

Williamsville, NY 14221

Class/Activity: Knitting/Crochet Instructor

This is a -5- **year contract.**

Start Date: September 4, 2025 **Date executed below by the Town Supervisor**

End Date: September 3, 2030

Rate per hr.: $25.00

Mary Ann Belus, **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.**

Mary Ann Belus
Instructor/Leader Signature

5/29/2025
Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name Class Instructor CRS# _____ Vendor Name Mary Ann Belus

Attachment: Mary Ann Belus-06122025102345 (RES-2025-646 : Class Instructor, Mary Ann Belus CRS #5652)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30641 **RESOLUTION 2025-647** **ADOPTED**

Class Instructor, Loretta Kaminsky CRS #5651

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Loretta Kaminsky, Class Instructor.

7/21/2025
Consent

FINANCIAL IMPACT:

$25.00 per hour Account: A6772 - 4090

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, 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: Loretta Kaminsky
(Payment/Check payable to same)

Address: 9510 Transit Road Apt. 208

East Amherst, NY 14051

Class/Activity: Dance Instructor

This is a -5- **year contract.**

Start Date: September 1, 2025 **Date executed below by the Town Supervisor**

End Date: August 31, 2030

Rate per hr.: $25.00

Loretta Kaminsky, **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.**

Loretta Kaminsky — Instructor/Leader Signature — 7/14/25 — Date

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name Class Instructor CRS# _____ *Vendor Name* Loretta Kaminsky

Contractor Commitment Form 2021

Attachment: Loretta Kaminsky-06122025102111 (RES-2025-647 : Class Instructor, Loretta Kaminsky CRS #5651)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30642 **RESOLUTION 2025-648** **ADOPTED**

Class Instructor, Mary Jo LaClair CRS #5653

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Mary Jo LaClair, Class Instructor.

7/21/2025
Consent

FINANCIAL IMPACT:

$25.00 per hour Account: A6772 - 4090

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, 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: Mary Jo LaClair
(Payment/Check payable to same)

Address: 32 Northledge Drive

Snyder, NY 14226

Class/Activity: Calligraphy Instructor

This is a -5- **year contract.**

Start Date: September 1, 2025 **Date executed below by the Town Supervisor**

End Date: August 31, 2030

Rate per hr.: $25.00

Mary Jo LaClair, **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.**

Mary Jo LaClair — 5/30/2025
Instructor/Leader Signature — Date

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name Class Instructor CRS# _____ Vendor Name Mary Jo LaClair
Contractor Commitment Form 2021

Attachment: Mary Jo LaClair-06122025102200 (RES-2025-648 : Class Instructor, Mary Jo LaClair CRS #5653)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30650 **RESOLUTION 2025-649** **ADOPTED**

Class Instructor, Tracie G. Zappia CRS #5702

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Tracie G. Zappia, Class Instructor.

7/21/2025
Consent

FINANCIAL IMPACT:

$25.00 per hour Account: A 6772 - 4090

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, 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: Tracie G. Zappia
(Payment/Check payable to same)

Address: 143 Hampton Hill Drive

Williamsville, NY 14221

Class/Activity: French Instructor

This is a -5- **year contract.**

Start Date: September 1, 2025 **Date executed below by the Town Supervisor**

End Date: August 31, 2030

Rate per hr.: $25.00

Tracie G. Zappia, **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.**

Tracie G Zappia
Instructor/Leader Signature

6/11/25
Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name Class Instructor CRS# 5702 *Vendor Name* Tracie G. Zappia

Contractor Commitment Form 2021

Attachment: Tracie G. Zappia-07142025133301 (RES-2025-649 : Class Instructor, Tracie G. Zappia CRS #5702)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30651 **RESOLUTION 2025-650** **ADOPTED**

Class Instructor, Douglas Routt CRS #5701

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the TOA (Dept. of Senior Services) & Douglas Routt, Class Instructor.

7/21/2025
Consent

FINANCIAL IMPACT:

$25.00 per hour Account: A 6772 - 4090

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, 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: Douglas Routt
(Payment/Check payable to same)

Address: 71 Philip Drive

Amherst, NY 14228

Class/Activity: Aviation Instructor

This is a -5- **year contract.**

Start Date: September 15, 2025 **Date executed below by the Town Supervisor**

End Date: August 1, 2030

Rate per hr.: $25.00

Douglas Routt, **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.**

Instructor/Leader Signature — Date: 10 Jun 2025

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name Class Instructor CRS# 5701 Vendor Name Douglas Routt

Contractor Commitment Form 2021

Attachment: Douglas Routt-07142025133043 (RES-2025-650 : Class Instructor, Douglas Routt CRS #5701)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30675 **RESOLUTION 2025-651** **ADOPTED**

State of New York Contract for Grants - NYS Office for the Grants CRS #5707

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract Amendment between the Town of Amherst (Senior Services) and the New York State Office for the Aging.

7/21/2025
Consent

FINANCIAL IMPACT:

A6777-03089 (- $ 15,000.00)

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

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Office for the Aging 2 Empire State Plaza Albany, NY 12223-1251	BUSINESS UNIT/DEPT ID: OFA01 1010000 CONTRACT NUMBER: OFA01-T240030GM-1010000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: AMHERST TOWN OF	TRANSACTION TYPE: ☐ New ☐ Renewal (list periods) : ☑ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003949 Federal Tax ID Number: 166002157	PROJECT NAME: ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 5583 MAIN ST WILLIAMSVILLE, NY 14221 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: mbellecose@amherst.ny.us	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 07/01/2024 To: 06/30/2025 AMENDED TERM: From: 07/01/2024 To: 12/31/2025	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount*;* *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $15,000.00 AMENDED: FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

Attachment: AGREEMENT_0000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office for the Grants CRS# 5707)

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☑ Attachment A:
- ☑ A-1 Agency Specific Terms and Conditions
- ☑ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☐ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget

- ☑ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☑ Other:

Attachment F
Attachment W
Legislative Initiative Form
Attachment F - Extension

Attachment: AGREEMENT_00000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office for the Grants CRS# 5707)

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: AMHERST TOWN OF

_____

By: _____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

_____

_____

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office for the Grants CRS# 5707)

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

[1] For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office for the Grants CRS# 5707)

program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant

Attachment: AGREEMENT_00000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office for the Grants CRS# 5707)

to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office for the Grants CRS# 5707)

implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants

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and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

   The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any

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subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

    a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

    b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

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c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

   a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

   b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

   i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

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cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required

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to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

    a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

    b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

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Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

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coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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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 demonstrates 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 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.

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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.

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

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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

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the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: mailto: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;

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(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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"

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("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.

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ATTACHMENT A-1
AGENCY CLAUSES

The provisions of this Attachment A-1 apply to all New York State Office for the Aging (NYSOFA) grant contracts. Program specific clauses, if any, are contained in Attachment A-2.

I. General Provisions

A. **Laws, Rules, Regulations:** The Contractor shall comply with all applicable New York State Laws, including the State Finance Law and Article II, Title I of the Elder Law, and with all applicable rules and regulations of the State and the Office of the State Comptroller which are in effect or become effective during the term of this Agreement.

B. **Non-Discrimination Statutes:** The Contractor agrees to comply with all federal and State non-discrimination laws and regulations affecting this agreement, including the Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. § 621, *et seq*.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101, *et seq*.), the Civil Rights Act of 1964, as amended, (42 U.S.C. Chapter 21), the Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)), the New York State Human Rights Law, as amended (Article 15 of the Executive Law), and all rules and regulations pertaining thereto which are in effect or become effective during the term of this Agreement.

C. **Language Accessibility:** The Contractor agrees to examine the services it provides and develop and implement a system so that persons with limited English proficiency can have meaningful access to those services.

D. **State Monitoring:** The Contractor agrees to and shall cooperate with all efforts by the State to monitor activities under this Agreement, including but not limited to announced and unannounced on-site visits by State staff, disclosure of all program files and related fiscal records, and development of a corrective action plan if required by the State.

E. **Program Changes:** The Program Work Plan (Attachment C) shall not be modified without approval from the State. If modification to the Program Work Plan is necessary, the Contractor must submit a written request to the State and await State approval before implementing such changes.

F. **Budget Changes:** The Contractor shall make expenditures only for authorized items of expense contained in the Budget (Attachment B). Cost overruns of up to $1,000 or 10% (whichever is greater) for an individual budget category for authorized

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items of expense will be allowed as long as the total costs do not exceed the total amount of the contract. If expenditures for other than authorized items become necessary, the Contractor shall submit a written request for approval from the State and await State approval before incurring such expenditures. Also, if costs for an individual budget category will exceed the budgeted amount by more than $1,000 or 10%, whichever is greater, a budget modification must be approved in writing by the State before these costs will be reimbursed. Budget modifications shall not result in an increase in the amount made available under this Agreement unless the State gives its express written consent.

G. **Notice:**

1. Notices to the State shall be addressed to the New York State Office for the Aging at the address identified on the face page of this Master Contract and shall include the Project Name and Contract Number.

2. Notices to the Contractor shall be addressed to the Contractor's designee identified in Attachment C, the Work Plan.

H. **Subcontracts:** The Contractor may enter into subcontracts for the provision of the services under this Agreement. All such subcontracts shall be written according to State and local standards and a copy of each executed subcontract shall be forwarded to the State prior to payment by the State for expenditures incurred under such subcontract. All applicable grant provisions contained in this contract and agreed to by the contractor must be extended to each subcontractor and included in the contract with the subcontractor. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this Agreement.

I. **Aging Network Cooperation:** The Contractor shall work cooperatively with and consult with the Area Agencies on Aging in the region to be served by this Agreement.

J. **Community Cooperation:** The Contractor shall work cooperatively with public and private agencies, institutions, organizations, and associations within New York State and, where appropriate, with national organizations in the development of activities under this Agreement.

K**. Contract Personnel:** The Contractor is solely responsible for recruitment, hiring, and retention, of all personnel to be employed in the conduct of this Agreement. The Contractor shall ensure that the personnel hired are qualified to carry out the activities outlined in this Agreement.

L. **Supplement of Existing Funding:** The Contractor agrees that these funds shall be used to supplement, and not supplant, any existing public or private funding.

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M. **Indemnification Claims or Lawsuits:** The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the State for the infringement of United States patents, copyrights, or trademarks arising from the Contractor's or the State's use of any equipment, materials or information prepared, developed, or furnished by the Contractor in connection with the performance of this contract, and in any such suit shall satisfy any final judgment for such infringement. The State will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the State may participate in the defense of any action identified but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent. If, in the Contractor's opinion, the equipment, materials, or information mentioned above is likely to or does become the subject of a claim of infringement of a United States patent, trademark, or copyright, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may substitute other suitable equipment, materials and information, or at the Contractor's option and expense, obtain the right for the Contractor and the State to continue the use of such equipment, materials and information. If the Contractor wishes to use copyrighted, patented, or trademarked material it shall be responsible to obtain such rights to reproduction and use of the materials so that the State can use it in any way it deems necessary, including all rights to copy and reproduce such materials it sees fit. This will not be at any additional expense to the State beyond the amount of the contract.

II. Term, Termination and Suspension

[Reserved]

III. Payment and Reporting

[Reserved]

IV. Additional Contractor Obligations, Representations and Warranties

A. **Property:**

1. The Contractor agrees that all rights and title to any materials (manuals, tests, guides, audio or visual materials or devices) developed with funds under this Agreement shall become the property of the State. Reproduction, distribution, sale, release or other use of such material by the Contractor must be specifically requested in writing by the Contractor and must receive prior approval by the State.

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2. The Contractor agrees that any public information materials or other printed or published materials will:

a) Give due recognition to the fact that the program is supported with State Funds and, if funded with Federal funds, the applicable Federal funding agency. Such recognition shall be in a form prescribed by the State; and

b) State that the opinions, results, findings, and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State and, if funded with Federal funds, the applicable Federal funding agency. Such statement shall be in a form prescribed by the State.

3. Equipment (those items having an acquisition cost of $1,000 or more per unit and a useful life of at least one year) purchased under this Agreement shall be the property of the Contractor and shall be used by the Contractor in the program for which it was acquired as long as needed, whether or not the Contractor continues to receive State funds. The State reserves the right to require the transfer of the equipment purchased under this Agreement if it is no longer needed in the program for which it was acquired.

B. **Confidentiality:** The Contractor agrees to maintain the confidentiality of all personal information collected in its performance of this Agreement.

C. **Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses:** Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. NYSOFA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of NYSOFA contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/veterans/

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

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ATTACHMENT A-2
PROGRAM SPECIFIC CLAUSES

A. Nutrition Services: If nutrition services are provided under this Agreement, the Contractor shall have all sites and food preparation facilities (subcontracted and directly operated) inspected annually by the local Health Department. The Contractor shall also obtain written confirmation or permits certifying that sites and food preparation facilities comply with any applicable fire or building codes. Food service practices must comply with all applicable Federal, State (including Part 14, Chapter 1 of the State Sanitary Code) and local health and sanitation regulations.

B. Legal Opinions: Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless prior written approval of the Attorney General is obtained. Requests for said approval should be submitted to the Solicitor General, Office of the Attorney General, Division of Appeals and Opinions, State Capitol, Albany, New York.

C. Payment and Reporting

1. In the absence of new legislative authorization allowing the use of these State funds for the purpose described in this Agreement, the State may only be authorized to reimburse vouchered claims for payment of approved expenses incurred up to and including March 31 of the applicable State Fiscal Year, or the ending date(s) of all subsequent amendments to this Agreement.

2. In the event that new legislative authorization (reappropriation) permits the use of these State funds subsequent State fiscal year(s), the State is authorized to reimburse vouchered claims for payment for approved expenses incurred by the earlier of the end of the grant period or the ending date of the fiscal year for which such authorization is received.

3. The Contractor understands and agrees that all payments to be made hereunder are subject to the availability of State funds and, the State shall have no liability to the Contractor beyond the amounts made available under the current State Budget. The State will not be liable for payments pursuant to any contract, grant, or agreement made pursuant to an appropriation in any account of the Community Projects Fund if insufficient monies are available for transfer to such account of this fund after required transfers pursuant to Article VI, §99-d* (6a) of the State Finance Law

D. Property

1. If funds are used for construction/renovation projects, the facility will be used for the purpose of providing services to senior citizens for a period of not less than ten (10) years after the date of the completion of construction/renovation of the facility. If the facility is not used for this purpose for at least ten years, the State is authorized to recoup all or part of the funding provided under this Agreement. Furthermore, the facility constructed/renovated must always be substantially used in furtherance of non-sectarian or non-religious activities.

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ATTACHMENT A-2
PROGRAM SPECIFIC CLAUSES

E. Safeguards for Services and Confidentiality

1 The Contractor shall:
   a) serve senior citizens aged sixty or older;
   b) when providing nutrition services, serve the spouses of seniors, regardless of age;
   c) when providing nutrition services, serve handicapped or disabled individuals who have not attained sixty years of age but who reside in housing facilities occupied primarily by senior citizens at which congregate nutrition services are provided;
   d) when providing home-delivered meals:
      - serve senior citizens who suffer from impaired mobility by reason of illness, incapacitating disability, or are otherwise isolated and lack informal support;
      - serve the spouse of the senior citizen, regardless of age or condition, if, according to program eligibility criteria, receipt of the home-delivered meal is in the best interest of the senior citizen.

2 The Contractor agrees that the senior citizens served under this Agreement:
   a) will be provided an opportunity to voluntarily contribute in a confidential manner toward the cost for those services received under this Agreement for which there is normally a charge in the community;
   b) will not be denied a service because they are unable or unwilling to voluntarily contribute;
   c) will not be required to pay fees of any kind to receive these services, unless the contractor has submitted a written request to the State and received approval for a waiver from the prohibition on charging fees;
   d) will not be denied a service because they are unable to pay fees in the event that the State approves a waiver from the prohibition on charging fees.

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ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 07/01/2024 - 12/31/2025
Contract Amount: $15,000.00

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	07/01/2024 - 06/30/2025	$15,000.00	07/01/2024 - 12/31/2025		Y	Y

Attachment: AGREEMENT_0000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office for the Grants CRS# 5707)

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
SUMMARY

PROJECT NAME:
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 07/01/2024
To: 12/31/2025

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
b) FRINGE	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
Subtotal	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
2) Non Personal Services							
a) CONTRACTUAL	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
b) TRAVEL	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
c) EQUIPMENT	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
d) SPACE/PROPERTY RENT	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
e) SPACE/PROPERTY OWN	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
f) UTILITIES	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
g) OPERATING EXPENSES	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
h) OTHER	$15,000.00	$0.00	$15,000.00	$0.00	0%	$0.00	$15,000.0
Subtotal	$15,000.00	$0.00	$15,000.00	$0.00	0%	$0.00	$15,000.0
Total	$15,000.00	$0.00	$15,000.00	$0.00	0%	$0.00	$15,000.(

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
JUSTIFICATION

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT

NON-PERSONAL SERVICES DETAIL WORKSHEET – OTHER

OTHER TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. See attachment F	$15,000.00	$0.00	0%	$0.00	$15,000.0
Total	$15,000.00	$0.00	0%	$0.00	$15,000.

OTHER NARRATIVE

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME:
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 07/01/2024
To: 12/31/2025

See attachment W

Attachment: AGREEMENT_000000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 See attachment W - See attachment W
Task
1.1 See attachment W - See attachment W
Performance Measures

Attachment: AGREEMENT_0000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office for the Grants CRS# 5707)

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period 1: 07/01/2024 - 12/31/2025			
Claim Number	**Claim Type**	**Claim Period**	**Due Date**
1	Advance(50%)	07/01/2024 - 12/31/2025	07/01/2024
2	Quarterly Reimbursement	07/01/2024 - 09/30/2024	10/30/2024
3	Quarterly Reimbursement	10/01/2024 - 12/31/2024	01/30/2025
4	Quarterly Reimbursement	01/01/2025 - 03/31/2025	04/30/2025
5	Quarterly Reimbursement	04/01/2025 - 06/30/2025	07/30/2025
6	Quarterly Reimbursement	07/01/2025 - 09/30/2025	10/30/2025
7	Quarterly Reimbursement	10/01/2025 - 12/31/2025	01/30/2026

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

    - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

    - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

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6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office for the Grants CRS# 5707)

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: 07/01/2024 – 12/31/2025			
Progress Report	**Report Type**	**Report Period**	**Due Date**
1	Progress Report	07/01/2024 - 09/30/2024	10/30/2024
2	Progress Report	10/01/2024 - 12/31/2024	01/30/2025
3	Progress Report	01/01/2025 - 03/31/2025	04/30/2025
4	Progress Report	04/01/2025 - 06/30/2025	07/30/2025
5	Progress Report	07/01/2025 - 09/30/2025	10/30/2025
6	Progress Report	10/01/2025 - 12/31/2025	01/30/2026

E. Special Payment and Reporting Provisions:

Period 1:

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office for the Grants CRS# 5707)

ATTACHMENT F
BUDGET SUMMARY

Contractor: **Town of Amherst**

Contract: **T240030GM**

Contract Period: **07/01/24-06/30/25**

NOTE: The maximum amount of the total award that can be budgeted for administrative expenses is 15%

Budget Category	Administration	Services Costs	Total Costs
1. Personnel	$ -	$ -	$ -
2. Fringe Benefits	-	-	-
3. Equipment	-	15,000	15,000
4. Travel	-	-	-
5. Maintenance & Operations	-	-	-
6. Other Expenses	-	-	-
7. Subcontractors/Consultants	-	-	-
8. Total Budget (sum of Lines 1 - 7)	-	15,000	15,000
9. Less: Program Income/Contributions	-	-	-
10. State Funds Requested (Line 9 minus Line 10)	$ -	$ 15,000	$ 15,000

Contract Number: T240030GM

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT F

Contractor: Town of Amherst

1. Personnel

Complete for Each Position Name and Title	Annual Salary or Hourly Rate	Charged to Program			
		Admin	Services	Total	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
TOTAL		$ -	$ -	$ -	

NOTE: If employee is paid a salary, then list the annual salary. If employee is not on salary, then list the hourly rate. When reporting the rate of pay on vouchering forms, the format (i.e., salary or hourly rate) must match this budget.

2. Fringe Benefits - List the Total Fringe Benefits in the space provided

TOTAL			$ -	

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT F

Contractor: **Town of Amherst**

3. Equipment: List below items having a unit cost of $1,000 or more, and a useful life of one year or more. For equipment with a unit cost of less than $1,000, provide a description and total for these items under Miscellaneous Equipment.

Item and Description	Quantity	P=Purchase L=Lease/Rental	Purchase or Rental Price	Amount Chargeable to Program
Free Standing Heavy Bags	6	P	$650	$3,900
Heavy Bag with bag stand	3	P	$400	$1,200
Chairs for Excerise Classes	30	P	$150	$4,500
	Miscellaneous Equipment			
	Mitts, Paddles, Timer, reflex bar wall mounted,			$5,400
	medicine balls, Body Protectors, Hand wraps,			
	stretch bands, wall mount speed bag, bag gloves			
			TOTAL	$ 15,000

Amount of Equipment Costs Charged to:

Administration _____ **Services** **$ 15,000**

4. Travel

NOTE: No out of state travel is allowed

Mileage - indicate the rate per mile--->			
Lodging & Meals			
Public Transportation, Parking and Tolls			
Vehicle Insurance			
Vehicle Maintenance & Repairs, Gasoline			
Other Travel Costs - specify:			
		TOTAL	$ -

Amount of Travel Costs Charged to:

Administration _____ **Services** _____

Contract Number: T240030GM

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT F

Contractor: **Town of Amherst**

5. Maintenance and Operations	
Rent/Utilities: Include information below for rental property	
Location/Address: _____	
Owner: _____	
Monthly Rental: _____ (amt.) x _____ (% chargeable) x _____ (# months) = $ - **Sub-Total**	
Utilities: _____	
Janitorial Services: _____	
Facility Maintenance & Minor Repairs: _____ **Sub-Total**	-
Telephone: **Sub-Total**	
Postage: **Sub-Total**	
Supplies: (Supplies may include office, program and maintenance supplies) **Sub-Total**	
Printing & Photocopying **Sub-Total**	
Equipment Maintenance & Repair: (describe equipment and list amount) _____ _____ _____ _____ _____ _____ **Sub-Total**	-
TOTAL	$ -

Amount of Maintenance and Operations Charged to:

Administration _____ **Services** _____

6. Other Expenses: List only those items which do not fit under other budget categories. Include item and amount.	
TOTAL	$ -

Amount of Other Expenses Charged to:

Administration _____ **Services** _____

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT F

Contractor: **Town of Amherst**

7. Subcontractors/Consultants: List each service provider below and the type of service. If the provider is paid an hourly rate or by some other unit cost, indicate below. For subcontractors paid more than $25,000, a subcontractor budget must also be submitted.

Organization/Type of Service	Unit Rate, if applicable	Amount
	TOTAL	$ -

Amount of Subcontractors/Consultants Charged to:

Administration _____ **Services** _____

8. Total Budget (sum of Lines 1 - 7)	**$ 15,000**
9. Less: Program Income/Contributions	

All Program Income is Classified as: Services $ -

10. State Funds Requested (Line 8 minus Line 9)	**$ 15,000**

Contract Number: T240030GM

Attachment: AGREEMENT_000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

Attachment W – Program Work Plan
Grant-in-Aid Program

Contact Information for Contractor's designee to receive notice:

Name of Individual: Melissa Abel
Address: 370 John James Audubon Parkway
Amherst, NY 14228
Telephone Number: 716-636-3050, Ext. 3111
E-mail Address: mabel@amherst.ny.us

Provide the following information for the organization named as the grant recipient:

1) Describe the purpose of your organization:

To identify, understand, and create opportunities for improved quality of life for adults as people age.

2) List the services provided to older adults (60 and over) by your organization:
Classes, programs, clubs, volunteer opportunities, congregate dining, social work services, case management services. Amherst Meals on Wheels and Amherst Senior Transportation are onsite partners.

3) Enter the total amount of: a) your organization's annual operating budget	$2,348,643
b) the amount of the total budget dedicated to older adult programs	$ 1,011,460
4) If your organization provides services to individuals under the age of 60, provide an estimate of the percent of total participants who are 60 or older.	98%
5) Estimate the number of older adults (unduplicated count) who will be served with these GIA funds during the contract period.	500
6) Specify the county or counties where Grant-in-Aid funded services will be provided.	Erie

7) Specify the days and hours of operation for the location(s) where Grant-in-Aid funded services will be provided:
Monday, Wednesday, and Fridays 8:30am-4:30pm
Tuesday and Thursdays 8:30am-7:30pm

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

8) Narrative**:** Describe how these funds will be used to serve older adults (e.g., services to be provided, equipment to be purchased, construction/renovation to be done). Describe how the funds will accomplish these services:

The funds will be used to create Parkinson's Boxing Therapy programming designed to improve the health and wellbeing of older adults diagnosed with the disease. The program will consist of providing classes, mindfulness programs, open times to practice, chair exercise and strength training and balance classes, Parkinson's Support group programming, along with guest speakers to present various health programming and the latest research.

The funds will be used to purchase boxing equipment (Heavy Bags, speed bags, stands, hand wraps, gloves, Mitts, paddles, medicine balls). Staff are currently trained to conduct classes to improve the individual's overall heath, balance, and endurance. Classes will be scheduled that will require them to use the equipment and take part in exercise, stretching, and mindfulness classes. Chairs that are conducive to those with balance issues will be purchased utilizing the funds. The chairs are required to be sturdy, some with/without arms. Chair exercise classes will be provided along with support groups and guest speakers who will present on topics, to include, what to expect after diagnosis, healthy eating, fall prevention, medication side effects, physical therapy, and occupational therapy options, among other topics.

CAPITAL PROJECTS: Complete the following sections only if Grant-in-Aid funds will be used for capital improvements involving land and/or buildings. This includes construction or renovation projects exceeding $15,000 in cost, all land and building acquisitions or principal payments for mortgage loans related to such acquisitions. All capital projects are subject to a ten-year usage requirement (see Guide).

9) Describe the capital project:

10) Amount of Grant-in-Aid funds used for the specified project	
11) Total cost of project (not just Grant-in-Aid funds)	

12) If Grant-in-Aid funds will pay only part of the project cost, list the other funding sources and the amounts provided by each.
13) What percentage of the facility constructed or purchased is/will be used for older adult activities? (For renovations, provide the percentage of the renovated space that is/will be used for older adult citizen activities.)

Attachment: AGREEMENT_0000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

14) Owner of facility/building	
15) Anticipated completion date (construction/renovations)	

16) Will the facility be used for religious programs or activities?

If so, provide the percentage of the constructed or renovated space that is/will be used for non-religious activities for older adults.

NOTE: GIA funded improvements are/will be limited to an amount proportionate to the space utilized by non-religious programs and activities for older adults.

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

SFY 2021-2022 LEGISLATIVE INITIATIVE FORM

Legal Name, Address, and Telephone Number:

TOWN OF AMHERST
5583 MAIN STREET
AMHERST NY 14221
(716) 631-7067

Project Title:

PARKINSON'S BOXING THERAPY PROGRAM

Amount of Legislative Initiatives Funded for SFY 2021-2022:

$15,000

Purpose of Project:

FUNDS WILL BE USED TO PURCHASE EQUIPMENT TO BE USED FOR THE BOXING THERAPY TREATMENT PROGRAMS FOR PARKINSON'S PATIENTS AT THE TOWN'S SENIOR CENTER.

Project Director:

MEGAN WINNERT
MWINNERT@AMHERST.NY.US

Name of Administering State Agency:

OFFICE FOR THE AGING

Attachment: AGREEMENT_0000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT F
BUDGET SUMMARY

Contractor: **Town of Amherst**

Contract: **T240030GM**

Contract Period: **07/01/24-12/31/25**

NOTE: The maximum amount of the total award that can be budgeted for administrative expenses is 15%

Budget Category	Administration	Services Costs	Total Costs
1. Personnel	$ -	$ -	$ -
2. Fringe Benefits	-	-	-
3. Equipment	-	15,000	15,000
4. Travel	-	-	-
5. Maintenance & Operations	-	-	-
6. Other Expenses	-	-	-
7. Subcontractors/Consultants	-	-	-
8. Total Budget (sum of Lines 1 - 7)	-	15,000	15,000
9. Less: Program Income/Contributions	-	-	-
10. State Funds Requested (Line 9 minus Line 10)	$ -	$ 15,000	$ 15,000

Contract Number: T240030GM

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT F

Contractor: Town of Amherst

1. Personnel

Complete for Each Position Name and Title	Annual Salary or Hourly Rate	Charged to Program			
		Admin	Services	Total	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
NOTE: If employee is paid a salary, then list the annual salary. If employee is not on salary, then list the hourly rate. When reporting the rate of pay on vouchering forms, the format (i.e., salary or hourly rate) must match this budget.					
	TOTAL	$ -	$ -	$ -	

2. Fringe Benefits - List the Total Fringe Benefits in the space provided

TOTAL			$ -	

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT F

Contractor: **Town of Amherst**

3. Equipment: List below items having a unit cost of $1,000 or more, and a useful life of one year or more. For equipment with a unit cost of less than $1,000, provide a description and total for these items under Miscellaneous Equipment.

Item and Description	Quantity	P=Purchase L=Lease/Rental	Purchase or Rental Price	Amount Chargeable to Program
Free Standing Heavy Bags	6	P	$650	$3,900
Heavy Bag with bag stand	3	P	$400	$1,200
Chairs for Excerise Classes	30	P	$150	$4,500
	Miscellaneous Equipment			
	Mitts, Paddles, Timer, reflex bar wall mounted,			$5,400
	medicine balls, Body Protectors, Hand wraps,			
	stretch bands, wall mount speed bag, bag gloves			
			TOTAL	$ 15,000

Amount of Equipment Costs Charged to:

Administration _____ **Services** **$ 15,000**

4. Travel

NOTE: No out of state travel is allowed

Mileage - indicate the rate per mile--->			
Lodging & Meals			
Public Transportation, Parking and Tolls			
Vehicle Insurance			
Vehicle Maintenance & Repairs, Gasoline			
Other Travel Costs - specify:			
		TOTAL	$ -

Amount of Travel Costs Charged to:

Administration _____ **Services** _____

Contract Number: T240030GM

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT F

Contractor: **Town of Amherst**

5. Maintenance and Operations		
Rent/Utilities: Include information below for rental property		
Location/Address: _____		
Owner: _____		
Monthly Rental: _____ (amt.) x _____ (% chargeable) x _____ (# months) =	$ - **Sub-Total**	
Utilities: _____		
Janitorial Services: _____		
Facility Maintenance & Minor Repairs: _____	**Sub-Total**	-
Telephone:	**Sub-Total**	
Postage:	**Sub-Total**	
Supplies: (Supplies may include office, program and maintenance supplies)	**Sub-Total**	
Printing & Photocopying	**Sub-Total**	
Equipment Maintenance & Repair: (describe equipment and list amount) _____ _____ _____ _____ _____ _____ _____ _____	**Sub-Total**	-
	TOTAL	$ -

Amount of Maintenance and Operations Charged to:

Administration _____ **Services** _____

6. Other Expenses: List only those items which do not fit under other budget categories. Include item and amount.		
	TOTAL	$ -

Amount of Other Expenses Charged to:

Administration _____ **Services** _____

Contract Number: T240030GM

Attachment: AGREEMENT_00000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

ATTACHMENT F

Contractor: **Town of Amherst**

7. Subcontractors/Consultants: List each service provider below and the type of service. If the provider is paid an hourly rate or by some other unit cost, indicate below. For subcontractors paid more than $25,000, a subcontractor budget must also be submitted.

Organization/Type of Service	Unit Rate, if applicable	Amount
	TOTAL	$ -

Amount of Subcontractors/Consultants Charged to:

Administration _____ **Services** _____

8. Total Budget (sum of Lines 1 - 7)	**$ 15,000**
9. Less: Program Income/Contributions	

All Program Income is Classified as: Services $ -

10. State Funds Requested (Line 8 minus Line 9)	**$ 15,000**

Contract Number: T240030GM

Attachment: AGREEMENT_000000000000000000153697_3_V1ammended (RES-2025-651 : State of New York Contract for Grants - NYS Office

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30657 **RESOLUTION 2025-652** **ADOPTED**

TOA Bid 2023028 Control System Integrator Bid Extension Black Rock Controls CRS No.5690

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Black Rock Controls, LLC. The terms and conditions within Town of Amherst Bid 2023028 Control Systems Integrator will remain the same. The term of this contract extension will be from August 21, 2025 through August 20, 2027.

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

Funds for this request are available in G9916-4110.

Thank you for considering this request.

7/21/2025
Consent

FINANCIAL IMPACT:

G9916-4110

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

AGREEMENT

Let this document stand as an Agreement between Black Rock Controls, LLC. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Black Rock Controls, LLC. Both parties agree that the terms and conditions specified in the executed contract for Bid 2023028 Control Systems Integrator would remain the same, except for the following modification due to NYSDOL Prevailing Wage Increases:

		Black Rock 2023 Bid Pricing		Black Rock 2025 Bid Pricing
Straight Time		$110.00		$120.36
Overtime		$165.00		$180.55
% Mark Up		10%		10%

The term of this contract extension will be from August 21, 2025 through August 20, 2027 be effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
BLACK ROCK CONTROLS, LLC

By: _____
Signature

Christine M. Kane
Printed name

President / CEO
Title

Date: 7/1/25

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TOA - Black Rock Extension Agreement Letter (RES-2025-652 : TOA Bid 2023028 Control System Integrator Bid Extension)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30658 **RESOLUTION 2025-653** **ADOPTED**

Bid 2023029 Bulk Liquid Oxygen LINDE Inc. CRS No. 5691

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Linde Inc. The terms and conditions within the current contract Bid 2023029 – Bulk Liquid Oxygen will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from August 7, 2025 through August 6, 2026

Funds for this request are available in G9916-4960.

Thank you for considering this request.

7/21/2025
Consent

FINANCIAL IMPACT:

G9916-4960

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

AGREEMENT

Let this document stand as an Agreement between Linde Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Linde Inc. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2023029 Bulk Liquid Oxygen shall remain the same. The term of this contract extension will be from Date of Town Board Approval by the Town of Amherst and run from August 7, 2025 through to August 6, 2026

Agreed to and Accepted by:
LINDE INC.

By: Diane M. McAvoy
Signature

Diane M. McAvoy
Printed name

Sr. Account Manager
Title

Date: 7/1/2025

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TOA - LINDE Extension Agreement Letter (RES-2025-653 : Bid 2023029 Bulk Liquid Oxygen)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30659 **RESOLUTION 2025-654** **ADOPTED**

Storm Sewer System Grant Application for MS4 Mapping Phase III

WHEREAS, The Town of Amherst adopted a revised Stormwater Management Plan in 2024 per GP-0-24-001; and

WHEREAS, The Town needs updated field data to develop accurate GIS mapping to improve conveyance system components in identified problem areas and better manage the stormwater system; and

WHEREAS, MS4 Mapping Phase III will start the creation of accurate GIS mapping of the existing stormwater management system which will allow the Town to schedule required maintenance and more easily keep track of system updates and illicit discharges; and

WHEREAS, the Town Board desires to provide the MS4 Mapping Phase III for its residents at the lowest possible cost to Town taxpayers; and

WHEREAS, the Town Board commits to providing the required local matching funds of $7,500 to ensure the timely implementation of the proposed project;

NOW THEREFORE BE IT RESOLVED, Brian J. Kulpa, Supervisor of the Town of Amherst, is hereby authorized and directed to file an application for funds from the New York State Department of Environmental Conservation in accordance with the provisions of the Environmental Protection Fund program, in an amount not to exceed $67,500 and, upon approval of said application for funds to enter into and execute a project to execute the Master Contract with the State for such financial assistance to the Town of Amherst for the MS4 Mapping Phase III.

NOW BE IT FURTHER RESOLVED that Brian J. Kulpa, Supervisor of the Town of Amherst be authorized and directed to complete the necessary application, forms, and attachments to be submitted through the New York State Consolidated Funding Application for the purpose of securing this grant.

7/21/2025
Consent

FINANCIAL IMPACT:

$67,500

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30649 **RESOLUTION 2025-655** **ADOPTED**

User Agreement (Car Show) CRS #5706

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and the Rotary Club of Williamsville to use the parking lot of the Northtown Center at Amherst for a charity car show on August 17, 2025.

7/21/2025
Consent

FINANCIAL IMPACT:

NONE

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

USER AGREEMENT

This Agreement, by and between the Town of Amherst (TOWN) and the Rotary Club of Williamsville, PO Box 45, Williamsville, NY 14231-0045, is as follows:

The TOWN hereby grants permission for the Rotary Club of Williamsville to offer a car show in the parking lot of the Northtown Center at Amherst, 1615 Amherst Manor Drive, Williamsville, NY 14221 on Sunday, August 17, 2025 from 10:00am until 4:00pm.

Car show location will be the Amherst Manor Drive parking lots, with the remainder of the lot(s) available for shared use by all visitors to the Northtown Center and Audubon Recreation Complex.

The TOWN agrees to waive any fees for the event.

The Rotary Club of Williamsville hereby agrees to indemnify and hold the TOWN harmless from any and all bodily injury or property damage claims or incidents that are a direct result of the Rotary Club of Williamsville's use of TOWN property.

The Rotary Club of Williamsville is required to sign and adhere to the terms and conditions of the addendum to contract attached hereto and made a part hereof.

Town of Amherst

By: _____

Brian J. Kulpa
Supervisor

Date: _____

Rotary Club of Williamsville

By: Richard R Wojtowicz

Richard A. Wojtowicz
President

Date: JULY 10, 2025

Attachment: DOC071625-07162025103817 (RES-2025-655 : User Agreement (Car Show) CRS #5706)

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: DOC071625-07162025103817 (RES-2025-655 : User Agreement (Car Show) CRS #5706)

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: DOC071625-07162025103817 (RES-2025-655 : User Agreement (Car Show) CRS #5706)

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:

ROTARY CLUB OF WILLIAMSV. LLC
Print Name of Company

By: [signature]
Signature

RICHARD A. WOJTOWICZ
Printed name

Date: JULY 10, 2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC071625-07162025103817 (RES-2025-655 : User Agreement (Car Show) CRS #5706)

HOLD HARMLESS AGREEMENT

The undersigned, RICHARD A. WOJTOWICZ PRESIDENT herein referred to as "User"), in consideration of the use of the facilities of the Town of Amherst, (herein referred to as "Town"), located at the Northtown Center at Amherst, 1615 Amherst Manor Drive, Amherst, York, hereby

AGREES, to release and forever discharge the Town of and from all, and all manner of actions, cause, and causes of action, suits, controversies, damages, claims, and demands whatsoever, in law or in equity, which the User now has or which the User or (his/her) (their) (its) heirs, successors and assigns may have, resulting from the foregoing use of the Northtown Center at Amherst facilities of the Town and the User further hereby

AGREES, to defend; indemnify and hold harmless the Town, its members, officers, Directors, employees, and agents from any and all claims, suits, liabilities, causes of action, judgments, costs (including, but not limited to, all reasonable expenses of defense and related investigation), expenses, and damages (including damages for care and loss of services because of bodily injury, sickness or disease, including death resulting therefrom) sustained by User or any person or persons, and because of injury to, or destruction of, property (including the loss of use thereof), caused by, arising out of or resulting from, in whole or in part, any act or omission of User, its agents, servants, employees or individuals participating in User's use of Northtown Center at Amherst facilities; and the User further hereby

AGREES, On User's behalf and on behalf of User's insurance carrier, to waive any rights of subrogation against the Town that may otherwise attach to or derive from any policy of insurance the User may obtain to insure against User's liability in connection with use of the Northtown Center at Amherst facilities, and the User further hereby

AGREES, to name the Town of Amherst as an additional insured on any and all insurance policies the User may obtain in connection with the use of the Northtown Center at Amherst facilities and provide an appropriate Certificate of Insurance to the Town.

DATED: **Amherst, New York**
7.10.25

Print Name of User: Richard A. Wojtowicz

Print Address of User: 207 Presidio Pl. Williamsville

Authorized Signature of User: Richard A Wojtowicz

Attachment: DOC071625-07162025103817 (RES-2025-655 : User Agreement (Car Show) CRS #5706)

STATE OF NEW YORK)
)SS
COUNTY OF ERIE

On the 10th day of July, in the year 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD A. WOJTOWICZ 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), acted, executed the instrument.

STATE OF NEW YORK)
)SS
COUNTY OF ERIE

On the 10th day of July, in the year 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard Wojtowicz, personally known to me or proved to me on the basis of satisfactory evidence did depose and say that he/she/they reside in Amherst NY and that he/she/they is/are the President of Rotary Club of Williamsville, the corporation described in, and which executed, 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

Elizabeth D. Scott

ELIZABETH D. SCOTT
No. 01SC6331514
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 10/13/2027

Attachment: DOC071625-07162025103817 (RES-2025-655 : User Agreement (Car Show) CRS #5706)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
JULY 7, 2025

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 Hylant Group Inc. 811 Madison Ave. Toledo, OH 43604	CONTACT NAME: Sara Humphries / Macy Gorrell PHONE (A/C, No, Ext): (419) 259-2710 FAX (A/C, No): (419) 255-7557 E-MAIL ADDRESS: Rotary@hylant.com
INSURED All Active U.S. Rotary Clubs & Districts ROTARY CLUB OF WILLIAMSVILLE ATTN: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westchester Surplus Lines Ins — 10172 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 Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		G73578917 004	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 0 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X		G73578917 004	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	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 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)
The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

Town of Amherst, 5583 Main Street, Williamsville, NY 14221 for

2025 Annual Classic Auto Car Show - August 17, 2025, at Northtown Center

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
Judy K. Wilson

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Attachment: DOC071625-07162025103817 (RES-2025-655 : User Agreement (Car Show) CRS #5706)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 30674 **RESOLUTION 2025-656** **ADOPTED**

Emergency Purchase Request - R22

WHEREAS, due to multiple small leaks on NHL rink #1 which cannot be fixed without a major capital project, and

WHEREAS, the increased and sustained temperatures during the months of June and July put added stress on the refrigeration system in trying to maintain the ice at a safe temperature, and

WHEREAS, the south end ice system at the Northtown Center at Amherst was in need of R-22, and

WHEREAS, shutting down the rink would result in a significant loss of revenue, and

WHEREAS, the price of R-22 is so volatile that vendors will not agree to long-term contracts, and

WHEREAS, not all local suppliers carry the amount of R-22 necessary for our facility, and

WHEREAS, quotes for R-22 were received from Trane Supply, Meier Supply and United Refrigeration,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board authorizes the emergency purchase of R-22 from Trane Supply at the low quote of $29,858.80.

7/21/2025
Consent

FINANCIAL IMPACT:

A7253.4220: $29,858.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, 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: JUNE 25, 2025

2. Date you received approval from the Supervisor: _____ Supervisor's Initials: _____

3. Date of Town Board work session where Board is notified: _____

4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): $29,858

5. Is there adequate funding in your current operating budget to cover this purchase? YES
   Identify budget Org/Object: A7253.4220

6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: Ice system doesn't have enough of the necessary R-22 charge to safely operate the ice

7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so: 3 quotes

8. Department Head Signature: tracy Diandreani Date: 6/25/25

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: Emergency Purchase R-22 (RES-2025-656 : Emergency Purchase Request - R22)

TRANE Supply

QUOTATION

Trane U.S. Inc.
BUFFALO PARTS SUPPLY
2916 Walden Ave Ste 250
c/o Trane
Depew, NY 14043-2610
PH: 716-568-7590
buffalo@tranesupply.com

Order Number	
26641053	
Order Date	Page
06/23/2025 07:47:37	1 of 1

Quote Expires On: 07/23/2025

Prepared For:

TOWN OF AMHERST
RECREATION DEPARTMENT
1615 AMHERST MANOR DRIVE
WILLIAMSVILLE, NY 14221
USA

Ship To:

TOWN OF AMHERST
2916 Walden Ave Ste 250
c/o Trane
Depew, NY 14043-2610

Requested By: BRIAN BUSH, 716-998-9769

P21 ID: 1369160
Payment Terms: N30
National Account ID:

Internal Account: 4123687
Customer No: 655902

PO Number	*Ship Route*	*Quoted By:*
		Peter Murphy

Unit Info: Make / Model / Serial

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price* / *Store Pickup*	*Extended Price* / *HazMat*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.* / *Weight*				
Pickup Location-BUFFALO PARTS SUPPLY, 2916 Walden Ave Ste 250, c/o Trane, Depew, NY, 14043-2610								
40	0	40	EA		R22-30	EA	746.47	29,858.80
Non-Returnable			1.0	30.00	REFRIGERANT; FOR SHIPMENT TO TRANE LOCAT IONS ONLY; FOR DIRECT SHIP PLEASE USE R22-30DS	1.0	Y	N

Total Lines: *1*

SUB-TOTAL	29,858.80
NEW YORK TAX	0.00
ERIE TAX	0.00
QUOTE TOTAL	**29,858.80**
U.S. Dollars	

This is a quote, not an invoice. Prices quoted are subject to change at any time. Tax is an estimate and is subject to changes in shipping address and applicable tax rates. Shipping and Handling charges will be applied if necessary at the time of the order. Quoted items are subject to availability and are not guaranteed to be in stock. Returned parts may be subject to restocking fees and special-order parts may not be returnable.

Trane Supply will hold your completed order for a maximum of 15 days. After 15 days your order will be subject to cancellation and the items will be returned to stock.

All purchases are subject to Trane Parts and Supplies terms of sale, www.trane.com/PartsTermsOfSale

Attachment: Emergency Purchase R-22 (RES-2025-656 : Emergency Purchase Request - R22)

QUOTATION

Meier Supply Co., Inc.
1684 Walden Avenue
Buffalo, NY 14225
USA
716-853-1291

Order Number	
5588552	
Order Date	Page
06/23/2025 09:18:50	1 of 1

Quote Expires On: 07/08/2025

Bill To:
CASH 09 HVAC C
1684 Walden Ave
Buffalo, NY 14225
USA

716-853-1291

Ship To:
CASH 09 HVAC C
1684 Walden Ave
Buffalo, NY 14225
USA

Customer ID: 112698

PO Number	*Job Name*	*Ship Route*	*Taker*
Town of Amherst			JLANGWORTHY

Line	*Quantities* *Ordered*	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*	*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
1	40.00	0.00	40.00	CYL	1.0	R-22-30LB REFRIGERANT GAS R-22 30 LB. CYLINDER A Item	CYL 1.0	749.0000	29,960.00

Total Lines: 1

SUB-TOTAL:	29,960.00
TAX:	2,621.50
AMOUNT DUE:	**32,581.50**
U.S. Dollars	

*** Quotes are valid for 15 days * No returns on special order or non-stock items ***
*** Credit terms are subject to Meier Supply Company credit department approval ***
*** 15% re-stock charge applies to return of stock items ***

Attachment: Emergency Purchase R-22 (RES-2025-656 : Emergency Purchase Request - R22)

UNITED REFRIGERATION INC.

QUOTE

Order #	13358992-00
Terms	** COD **
Customer P/O	TOWN OF AMHERST

Bill To: **998608**
United Refrigeration t/e
COD Reseller O
11401 Roosevelt Blvd
Philadelphia, PA 19154

Ship To
United Refrigeration t/e
COD Reseller O
11401 Roosevelt Blvd
Philadelphia, PA 19154

Branch:
United Refrigeration Inc.
72 Benbro Dr.
Cheektowaga, NY 14225
(716)685-4535 FAX#: (716)685-4539
branchV5@uri.com

Cust#: **998608** Order Date: **06/23/25** Whse: **0V5** Taken By: **EEM** Sales out: **CORP**

Special Instructions: Ref:

Ln#	Product And Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty. UM	Unit Price	Amount (Net)
	EPA Certificate #: NEED						
	********** ALL CASH SALES FINAL NO RETURNS ON ELECTRICAL ITEMS PER BRANCH MANAGER **********						
1	**125R22** R-22 REFRIGERANT 125LB CYLINDER ********HAZARDOUS MATERIAL********	**10**			ea	**4125.00**	**41250.00**
2	**CYL500** CYLINDER DEPOSIT $500.00	**10**			ea	**500.00**	**5000.00**
3	**30R22** R-22 REFRIGERANT 30LB CYLINDER ********* HAZARDOUS MATERIAL *********	**40**			ea	**990.00**	**39600.00**

3 *Lines Total*

Total 85850.00
Invoice Total 85850.00
*** NOT AN INVOICE OR RECEIPT ***

** This Quote Will Expire On: 06/24/25 **
Quotations are based on the information provided to us which may or may not have been complete. Customer is responsible for reviewing this quotation for exclusions, deviations and any improper information supplied to us.
**********Subject to Credit Approval**********

All sales are covered by United Refrigeration Inc's standard terms and conditions of sale which can be found at www.uri.com/termsofsale

Attachment: Emergency Purchase R-22 (RES-2025-656 : Emergency Purchase Request - R22)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Town Clerk
DOC ID: 30666

COMMUNICATION 2025-69 **APPROVED**

Request for Public Hearing - 2577 Millersport Highway

Request from Jeffery Palumbo, Esq. for a public hearing with respect to the rezoning of 2577 Millersport Highway from NB to GB.

This hearing has been scheduled for August 18th.

7/21/2025
Consent

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

Block, Longo, LaMarca
& Brzezinski, P.C.
ATTORNEYS | SINCE 1933
9276 MAIN STREET, CLARENCE, NY 14031
OFFICE: (716) 854-4080

WWW.BLOCKANDLONGO.COM

PARTNERS:

MARK J. LONGO, ESQ. — PRESIDENT/CEO
JOY LAMARCA, ESQ. — VICE PRESIDENT
KEVIN E. BRZEZINSKI, ESQ. — VICE PRESIDENT
JAMI DURANTE ROGOWSKI, ESQ.
GEORGE R. SLINGERLAND, ESQ.
BRITTNAY M. MCAVOY, ESQ.
GARY KANELLIS, ESQ.
EMMA RABIDEAU, ESQ.
CHARLES SANTOLI, ESQ.
JENNIFER A. HURLEY, ESQ.,
NICHOLAS J. INGRASSIA, ESQ.

CLARENCE OFFICE:

JEFFERY D. PALUMBO, ESQ., SPECIAL COUNSEL
CHRISTOPHER A. CARDILLO, ESQ., SPECIAL COUNSEL
TRACY A. MURRAY, PARALEGAL
ERIKA L. HOLLIS, PARALEGAL

July 8, 2025

Francina J. Spoth, Town Clerk
Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221

Re: Bevilacqua Development
Rezoning of 2577 Millersport Highway

Dear Ms. Spoth:

On June 26, 2025, the Planning Board voted to recommend approval of the above referenced rezoning. Kindly place this matter on the Town Board's agenda to schedule a public hearing on the proposed rezoning.

Should you require any additional information, please do not hesitate to contact me. Thank you in advance.

Very truly yours,

Jeffery D. Palumbo

JDP:tam

Attachment: DOC071625-07162025084900 (COM-2025-69 : Request for Public Hearing - 2577 Millersport Highway)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Town Clerk
DOC ID: 30643

COMMUNICATION 2025-70 **APPROVED**

Amherst Symphony Orchestra Fee Waiver

Request from The Amherst Symphony Orchestra seeking permission to place signs and a waiver of sign permit fees.

Response from the Building Commissioner is attached.

7/21/2025
Consent

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

June 20, 2025

My name is Alexa Mathes, VP Promotions with the Amherst Symphony Orchestra, and I am requesting the board's permission to place roadside signage at the following locations to promote our free community concerts for our 2025-2026 season, and to have Fees Waived.

Concert dates:

August 5, 2025
October 19, 2025
December 7, 2025

February 15, 2026
April 12, 2026

Locations:

Parks and Recreation
Clearfield Library
Harlem Road Community Center

When signs are up:

For one week prior to each concert.

Thank you for your time and consideration in this matter.

Alexa Mathes, VP Promotions Amherst Symphony Orchestra

Attachment: Amherst Symphony Orchestra temp sign fee waiver memo_2025 (COM-2025-70 : Amherst Symphony Orchestra Fee Waiver)

TOWN OF AMHERST
BUILDING DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Memorandum

DATE: July 7, 2025

TO: Tim Koller, Deputy Town Clerk

FROM: Mark Berke, P.E., Commissioner of Building, Amherst Building Department

RE: Waiver of Fees for Temporary Sign Permit of Amherst Symphony Orchestra

The Amherst Building Department recommends approval of the waiver of fees for the Amherst Symphony Orchestra's for temporary signs to be placed on town properties.

The properties and dates are as follows:

CONCERT DATES:
August 5, 2025, October 19, 2025, December 7, 2025, February 15, 2026, and April 12, 2026

SIGNAGE DATES:
For one week prior to each concert

SIGNAGE LOCATIONS:
Clearfield Library, 770 Hopkins Rd; Parks Department
Amherst Parks Department, 450 Maple Road,
Harlem Road Community Center; 4255 Harlem Rd, Buffalo, NY 14226

Permits will be required.

Commissioner of Building
Town of Amherst Building Department

6/9/2023

Attachment: Amherst Symphony Orchestra temp sign fee waiver memo_2025 (COM-2025-70 : Amherst Symphony Orchestra Fee Waiver)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Town Clerk
DOC ID: 30673

COMMUNICATION 2025-71 **REFERRED**

Correspondence from Patrick Sheedy - 2190-2200 Wehrle Drive

Letter from Patrick Sheedy regarding the sanitary demand and stormwater runoff for the proposed multifamily project.

7/21/2025
Referred to Town Attorney & Planning and link to Resolution 2025-564

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

CARMINAWOOD
DESIGN

July 15, 2025

Brian Kulpa, Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Bicentennial Comprehensive Plan Amendment
Proposed Multi-Family Project 2190-2200 Wehrle Drive – Amherst, NY
Applicant/Project Sponsor: Young Development, Inc.

Dear Supervisor Kulpa and Members of the Town Board:

This letter has been prepared on behalf of the Project Sponsor for the purpose of providing the Town with a summary of how sanitary demand for the proposed multifamily project at 2190-2200 Wehrle Drive ("Project Site") was calculated and to provide an overview of the manner by stormwater runoff will be managed per the applicable technical standards. Based on the NYSDEC Wastewater Treatment Systems Design Manual, 110 gallons per day per bedroom is the typical rate used when calculating sanitary demand for residential apartments. This Project consists of 332 units (ranging from 1 bedroom to 3 bedroom), resulting in a total average daily sanitary demand of 62,700 gallons per day.

A complete Downstream Sanitary Capacity Analysis Report ("DSCA") has been prepared and previously submitted to the Town on June 17, 2025. The DSCA confirmed there is adequate capacity in the public sanitary sewer system downstream of the Project Site. It is also important to mention that the Project Sponsor will be required to make a payment to the Town's I/I Sanitary Sewer Fund in the estimated amount of $170,754.63. The DSCA will be subject to review by the Town Engineering Department and New York State Department of Environmental Conservation ("NYSDEC") in connection with the project review process prior to the commencement of any on-site construction activities.

In connection with meetings that have been held by the project team with stakeholders, questions have been asked regarding potential stormwater impacts. As a result of the need to install an on-site stormwater management that will comply with the stringent applicable stormwater quality and quantity standards of the NYSDEC, the proposed project will not result in any potentially significant adverse stormwater impacts.

In connection with the Town's evaluation of potential stormwater runoff impacts, it is important to mention that the Engineer's Report to be prepared by our firm will provide calculations that confirm that the storm water

Attachment: Sheedy-Ltr-Stormwater-Town Board-07-15-25 (COM-2025-71 : Correspondence from Patrick Sheedy - 2190-2200 Wehrle Drive)

Attachment: Sheedy-Ltr-Stormwater-Town Board-07-15-25 (COM-2025-71 : Correspondence from Patrick Sheedy - 2190-2200 Wehrle Drive)

management system, to be constructed as part of the project will comply with the applicable stringent stormwater quality and quantity standards of the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity Permit No. GP-0-25-001 and the Town of Amherst. The fully engineered plans, Engineer's Report and SWPPP will need to be reviewed and approved by the Town's Engineering Department in connection with the project review process prior to the commencement of any on-site construction activities. A Notice of Intent will be prepared in connection with the SWPPP report for the proposed project due to the total disturbance being greater than one (1) acre.

I. Storm Water Design Narrative:

A storm water collection system is proposed for the impervious surfaces including the constructed driveways, access aisles, parking spaces and the proposed clubhouse and multi-family buildings. This system will consist of catch basins placed throughout the Project Site and along the roadways to collect stormwater runoff from these various impervious surfaces. The proposed catch basins will be connected by a series of storm pipes and convey stormwater runoff to the stormwater management areas. The stormwater management areas will be designed in accordance with the NYSDEC Stormwater Management Design Manual as mentioned. These areas will provide both water quality and water quantity storage components.

The existing drainage path of the Project Site runoff under existing conditions is generally north, east and south towards existing perimeter drainage ditches. In the developed condition, any developed areas will be conveyed to the stormwater management area and ultimately discharge to a swale which will outlet to either an onsite drainage well or the public storm sewer system along Wehrle Drive. This will prevent stormwater from the developed areas of the site sheet draining offsite to adjacent properties. Discharge from the stormwater management area will be controlled by the infiltration rate of the subsurface bedrock or an engineered outlet control structure or device to not exceed the current existing rate of runoff to the existing ditch under all storm events, which include the 1-year, 10-year and 100-year storm events.

Detention System:

The proposed on-site stormwater management area will consist of multiple bioretention areas providing the required runoff reduction and water quality treatment followed by dry detention basins that will provide the required volume attenuation. The Concept Plan for the proposed project prepared by our

Attachment: Sheedy-Ltr-Stormwater-Town Board-07-15-25 (COM-2025-71 : Correspondence from Patrick Sheedy - 2190-2200 Wehrle Drive)

firm show the multiple storm water management areas located throughout the Project Site. The stormwater system will be designed to maintain the general drainage paths similar to the existing conditions.

The NYSDEC Stormwater Management Design Manual requires (5) five different criteria be considered when designing a storm water management system. Those criteria are Water Quality, Runoff Reduction Volume, Channel Protection, Overbank Flooding and Extreme Storm Protection. Below is a summary of each item and how it will be incorporated into the proposed redevelopment project.

Water Quality:

The NYSDEC requires water quality treatment prior to discharge. The goal of the design will be to achieve 100% of the water quality volume requirement by applying a practice recognized in the design manual, a Standard SMP with Runoff Reduction capacity. Standard SMP's include bioretention areas which will be incorporated into this project.

Runoff Reduction Volume:

As stated above, the goal is for the total water quality volume for the site to be reduced by the implementation of a Standard SMP used to achieve the Water quality requirement. The design methodology will be based on the NYSDEC Stormwater Management Design Manual five-step process for Stormwater Management Planning as outlined in Chapter 3.

This project will incorporate several Runoff Reduction techniques such as:

- Tree planting
- Bioretention areas

Channel Protection:

The NYSDEC requires that extended detention be provided for the proposed 1-year storm event. The storage volume will be accommodated in the proposed dry detention ponds and the stormwater outlet will be restricted by the infiltration rate of the subsurface bedrock or through the use of an engineered outlet structure designed in accordance with NYSDEC criteria.

Overbank Flooding:

Attachment: Sheedy-Ltr-Stormwater-Town Board-07-15-25 (COM-2025-71 : Correspondence from Patrick Sheedy - 2190-2200 Wehrle Drive)

The NYSDEC requires that the 10-year proposed storm event be attenuated with detention and that the outlet be restricted to the 10-year existing storm event. The storage volume will be accommodated in the proposed dry detention ponds and the stormwater outlet will be restricted by the infiltration rate of the subsurface bedrock or through the use of an engineered outlet structure designed in accordance with NYSDEC criteria.

Extreme Storm Protection:

The NYSDEC requires that the 100-year proposed storm event be attenuated with detention and that the outlet be restricted to the 100-year existing storm event. The storage volume will be accommodated in the proposed dry detention ponds and the stormwater outlet will be restricted by the infiltration rate of the subsurface bedrock or through the use of an engineered outlet structure designed in accordance with NYSDEC criteria.

Design Criteria:

Storm pipes: 10-year storm

Detention: The dry detention ponds will be designed to contain the 1-year, 10-year, and 100-year 24-hour design storms for the post-development peak rates of runoff, while restricting the outflow rate equal or less the 1-year, 10-year and 100-year 24-hour design storms for the pre-development peak rates of runoff respectively. In order to meet the Town of Amherst stormwater requirements, the post-development runoff rates will be controlled so that the 25-year storm event runoff rate is restricted to at or below the existing 10-year storm event runoff rate. As the project design progresses, detailed stormwater calculations will be provided within the engineer's report.

II. Conclusion:

As outlined in detail above, the installation of an on-site stormwater management system complying with the applicable stringent stormwater quality and quantity standards will ensure the proposed redevelopment project will not result in any potentially significant adverse drainage impacts. This letter provides the Town Board with the necessary information to take a "hard look" at potential adverse drainage and stormwater impacts in connection with the coordinated environmental review of the project pursuant to the State Environmental Quality Review Act ("SEQRA").

The fully engineered plans, Engineer's Report and SWPPP when completed will need to be reviewed by the Town Engineer and involved agencies to confirm compliance with the applicable stormwater quality and quantity standards of the Town and NYSDEC.

If you have any questions regarding the above information, please contact me at 716-842-3165. Thank You.

Sincerely,



Patrick Sheedy Jr., P.E. |Senior Associate

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Jeff Burroughs, P.E., Town Engineer
Daniel Howard, AICP, Planning Director
Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO
Scott A. Marshall, Principal Planner
Steven Bengart, Esq., Town Attorney
Jeff Burroughs, P.E., Town Engineer
Vaishali Reberholt, P.E., CPSEC, Assistant Town Engineer
Bryan Young, Young Development Inc.
Joe Young, Young Development Inc.
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC
Christopher Wood, P.E., Carmina Wood Design

Attachment: Sheedy-Ltr-Stormwater-Town Board-07-15-25 (COM-2025-71 : Correspondence from Patrick Sheedy - 2190-2200 Wehrle Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Town Clerk
DOC ID: 30676

COMMUNICATION 2025-72 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive

Letter from Sean Hopkins, Esq. regarding the proposed multi-family project at 2190-2200 Wehrle Drive.

7/21/2025
Referred to Town Attorney & Planning and link to Resolution 2025-564

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

July 16, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Comprehensive Plan Amendment [BCPA-2025-01]
Proposed Multi-Family Project
2190-2200 Wehrle Drive - Amherst, NY
Applicant/Project Sponsor: Young Development Inc.

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Young Development Inc. (the "Project Sponsor") in connection with its pending request to amend the Bicentennial Comprehensive Plan to accommodate the proposed multifamily project to be located at 2190-2200 Wehrle Drive ("Project Site").

The Project Site consists of approximately 24.9 acres that is currently zoned Office Building District ("OB"). The Project Sponsor is requesting that Figure 6 of the Bicentennial Comprehensive Plan ("Comprehensive Plan") be amended to change the designation of the Project Site from "Commercial – Office" to "Medium Residential". The Town Board held a public hearing on the request to amend the Comprehensive Plan during its meeting on June 23rd and left the public hearing open until its meeting to be held on Monday, July 21st.

The Project Sponsor held a third informational meeting with residents on Tuesday, July 8th at the Main-Transit Fire Hall. Attached as Exhibit "1" is a copy of the sign-in sheet from the informational meeting. Attached as Exhibit "2" is a copy of the PowerPoint presentation that was given during the third informational meeting held on July 8th. On July 11th, Joe Young sent a follow-up e-mail to the residents that attended the informational meeting and a copy this e-mail is attached as Exhibit "3".

I. Updated Concept Site Plan [Drawing C-100 – Date: 07/10/25]:

During the informational meeting held on July 8th, the residents in attendance expressed a unanimous consensus that they do not want the on-site sidewalk and recreational trail network to connect to the existing Garfield Drive stub street located directly east of the Project Site. Consistent with this request, attached as Exhibit "4" is the updated Concept Site Plan [Drawing C-100 – Date: 07/10/25] prepared by Patrick Sheedy, P.E. of Carmina Wood Design that depicts the removal of the pedestrian connection to the Garfield Drive stub street. The portion of the Project Site that is contiguous to the Garfield Drive stub street will consist of a six foot fence, consistent what is depicted along the other portions of the eastern boundary of the Project Site.

The Concept Site Plan [Drawing C-100 – Date: 07/10/25] has also been updated based on input received from nearby residents to depict much more intensive landscaping for screening purposes

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Road, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

along the eastern boundary of the Project Site that is contiguous with the rear property boundary of homes located on the eastern side of Bellingham Drive. The proposed landscaping has also been enhanced along the northern and western boundaries of the Project Site as well.

II. Potential Off-Site Recreational Trail from Wehrle Drive to Main Street:

During the public hearing held by the Town Board on June 23rd, information regarding a potential off-site improvement consisting of a recreational trail from Wehrle Drive to Main Street that would be located in the 80 ft. wide Niagara Grid Right-Way directly to the west of the Project Site was presented.

This potential off-site recreational trail was previously added to the project layout based on input received during project meetings held with the Planning Department on Planning Department staff on May 22nd and June 5th to discuss the project layout and the status of the requested amendment of the Comprehensive Plan.

The Project Sponsor is requesting that the Town Board adopt a resolution during its meeting on July 21st for the purpose of requesting relevant Town Departments evaluate the potential off-site recreational trail that would be located within the National Grid Right-of-Way. It is also important to mention that the Planning Department has provided the project team with information regarding the Albany-Hudson Electric Trail, which consists of a recreational trail within National Grid Right-of-Way with existing utility improvements.

III. Conclusion:

The Project Sponsor has provided strong justification in support of the pending request to amend the Comprehensive Plan to designate the Project Site as appropriate for the requested "Medium Residential" designation and has substantially modified the project layout on numerous occasions during the lengthy review process.

Consistent with the resolution adopted by the Planning Board on May 15th recommending that the Town Board approve the requested amendment of the Comprehensive Plan[1], the Project Sponsor is requesting that the Town Board issue a Negative Declaration pursuant to the State Environmental Quality Review Act ("SEQRA") and approve the requested amendment of the Comprehensive Plan.

Please contact me at 716.510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions regarding this updated project submission.

[1] A copy of the resolution adopted by the Planning Board during its meeting on May 15, 2025 recommending that the Town Board approve the requested amendment of Figure 6 of the Comprehensive Plan is provided at Exhibit "5".

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC



Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director, Town of Amherst Planning Department
Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO
Scott A. Marshall, Principal Planner
Christopher Schregel, Traffic Safety Coordinator
Steven Bengart, Esq., Town Attorney
Bryan Young, Young Development Inc.
Joe Young, Young Development Inc.
Dean W. Gowen, RLA, Senior Landscape Architect/Urban Planner, Wendel
Amy C. Dake, P.E., Passero Associates
Patrick Sheedy, Jr., P.E., Carmina Wood Design
Christopher Wood, P.E., Carmina Wood Design
Marc Romanowski, Esq.

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

EXHIBIT 1

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

2190WE Informational Meeting – 7/8/25 @ 6:30pm

NAME	ADDRESS	PHONE	EMAIL
Eb Stachura	191 Amherston 14221-7003	716 4729325	EFSA17@AOL.com
Ann Suchyna	281 Bellingham Dr.	716-292-8580	asuchyna@gmail.com
MARGE KELLER	~~184~~ 199 BELLINGHAM DR 14221	716-632-7683	
ABIGAIL WESOLOWSKI	177 BELLINGHAM DR 14221	716-480-0767	W1224339@GMAIL.COM

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

2190WE Informational Meeting – 7/8/25 @ 6:30pm

NAME	ADDRESS	PHONE	EMAIL
Mark Wolf	155 Bellingham	716-866-7469	MJKW34@PROTONMAIL.com
Susan Roman	231 Bellingham	631-514-5847	roman.susan24@gmail.com

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

EXHIBIT 2

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Informational Meeting – July 8, 2025

Request to Amend Figure 6 of the Bicentennial Comprehensive Plan

Location: 2190-2200 Wehrle Drive

Petitioner: Young Development Inc.

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

The Project Site:

- **Location**: 2190-2200 Wehrle Drive
- **Size**: 24.9 Acres
- **Existing Zoning**: Office Building District ("OB")
- **Proposed Zoning**: MFR-6
- Lengthy planning history
- **Proposed Use**: Multifamily Project



Erie County On-Line Mapping System
Parcel Detail Report

Report generated:
11/28/2023 11:25:39 AM

Parcel Overview Map

Parcel Detail Map

PIN: 14228908102000010101O0	**Acreage:** 24.59192584
SBL: 81.02-1-10.1	**Total Assessment:** $960,000
Address: 2190 WEHRLE DR	**Land Assessment:** $960,000
Owner 1: ACQUEST WEHRLE LLC	**County Taxes:** $960,000
Owner 2:	**Town Taxes:** $0
Mailing Address: 5554 MAIN ST	**School Taxes:** $0
City/Zip: WILLIAMSVILLE NY 14221	**Village Taxes:** $0
Municipality: Amherst	**School District:** WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
Property Class: 330	**Year Built:** 0
Class Description: B - Vacant comm	**Sqft Living Area:** 0
Front: 648.78	**Condition:** 0
Depth: 0	**Heating:** 0
Deed Roll: 1	**Basement:** 0
Deed Book:	**Fireplace:** 0
Deed Page:	**Beds:** 0
Deed Date:	**Baths:** 0

Erie County, its officials, and its employees assume no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information provided. Tax parcel data was prepared for tax purposes only and is not to be reproduced or used for surveying or conveyancing. This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Aerial Photograph
Project Site:

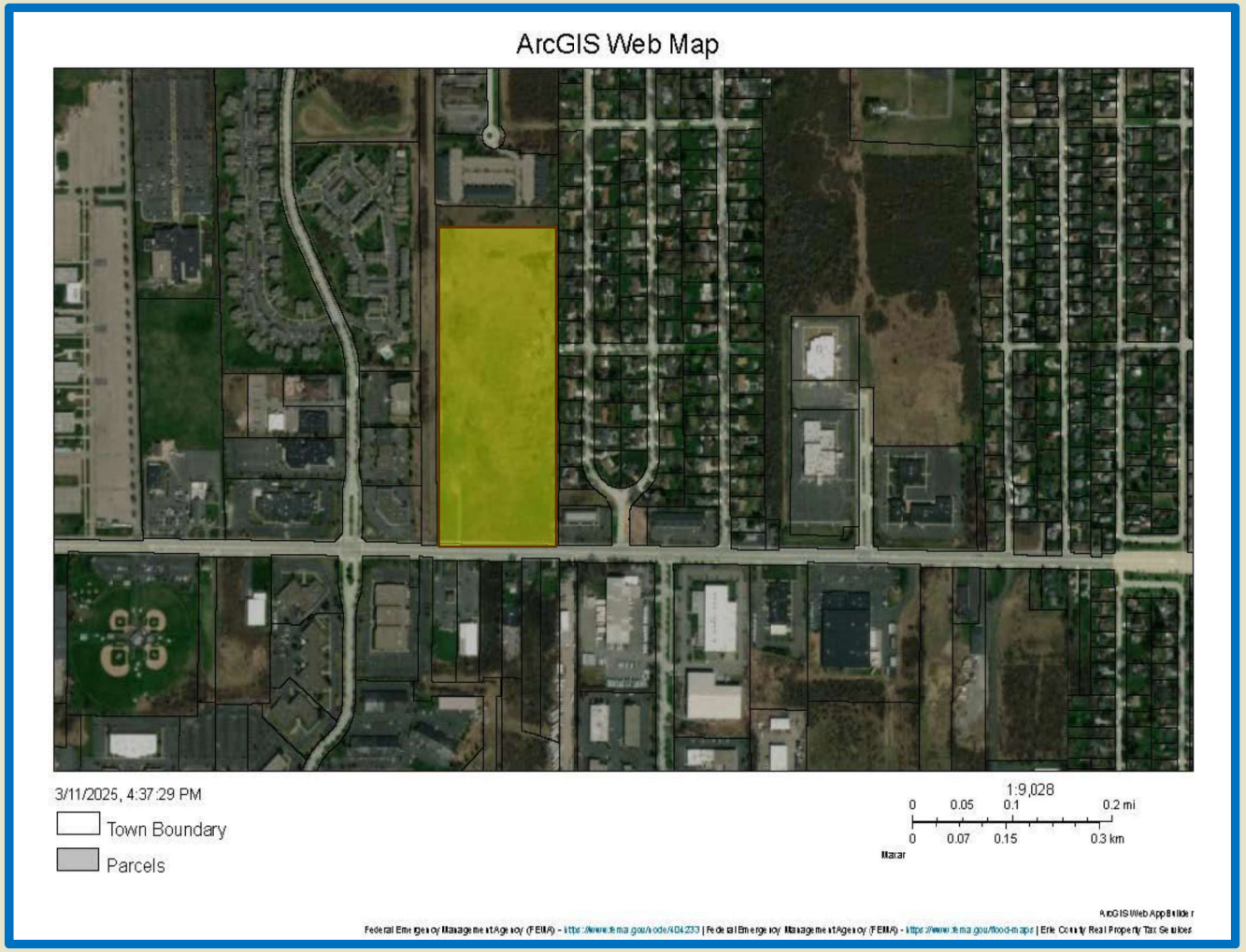
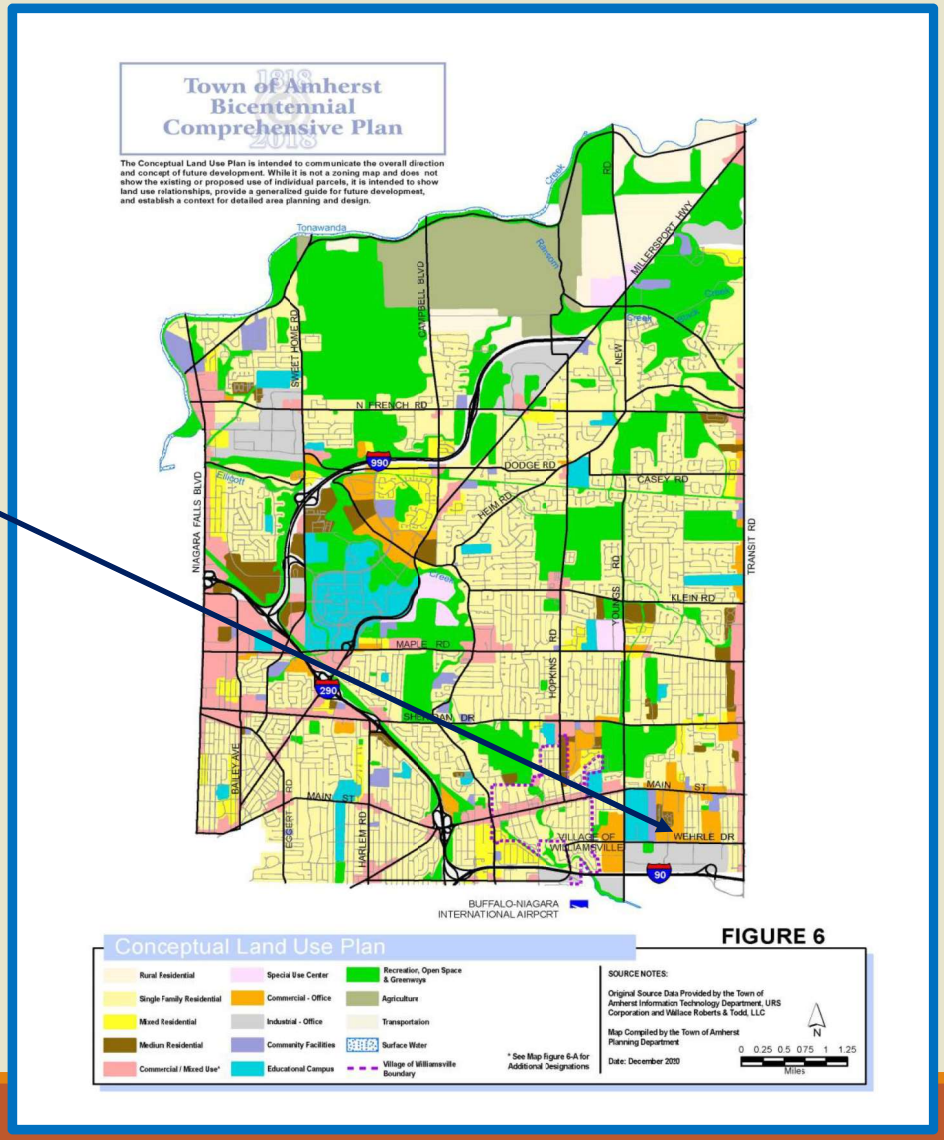


Figure 6 of the Comprehensive Plan:

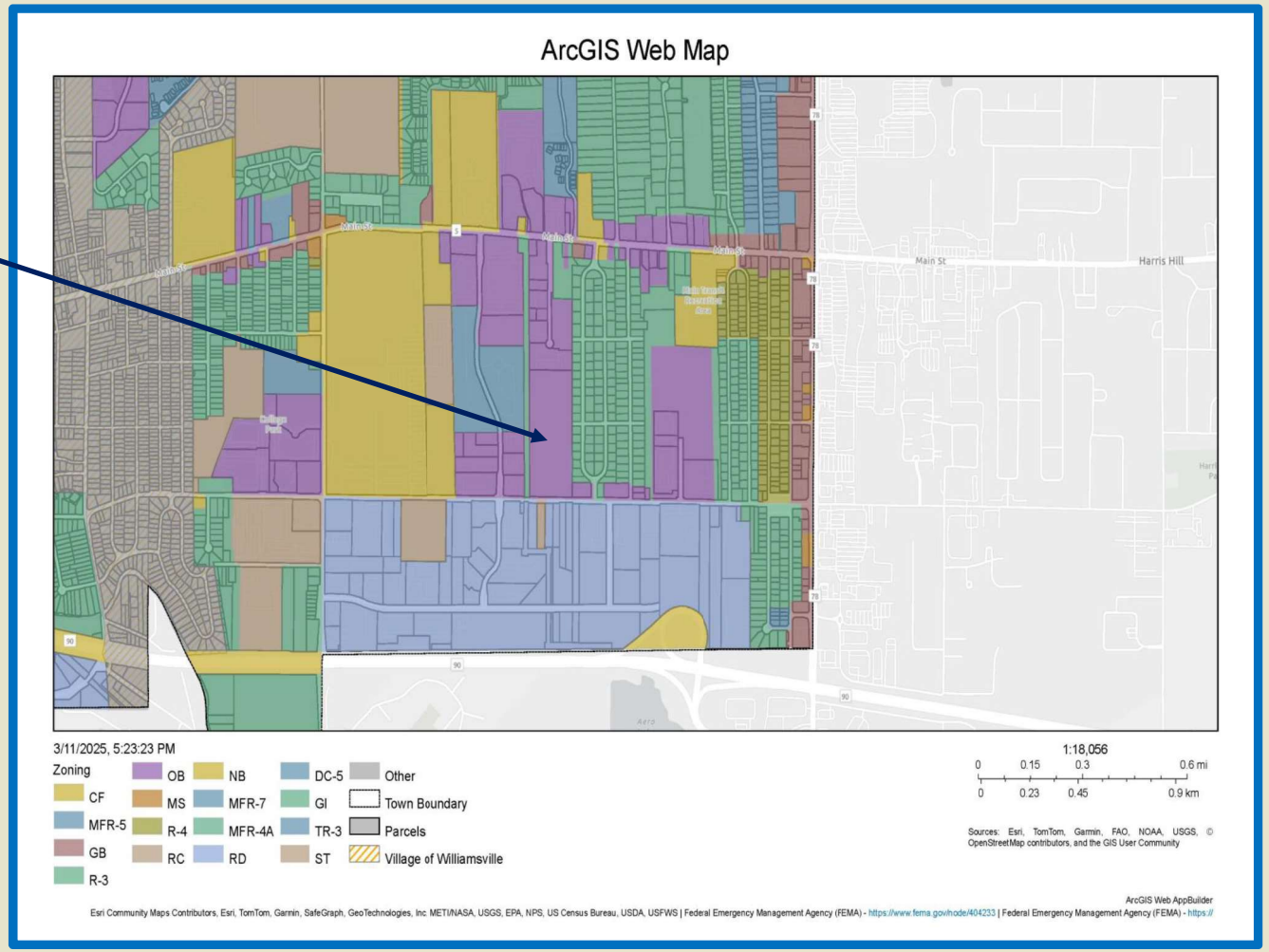
- **<u>Current Designation</u>**: Commercial-Office
- **<u>Proposed Designation</u>**: Medium Residential

Project Site



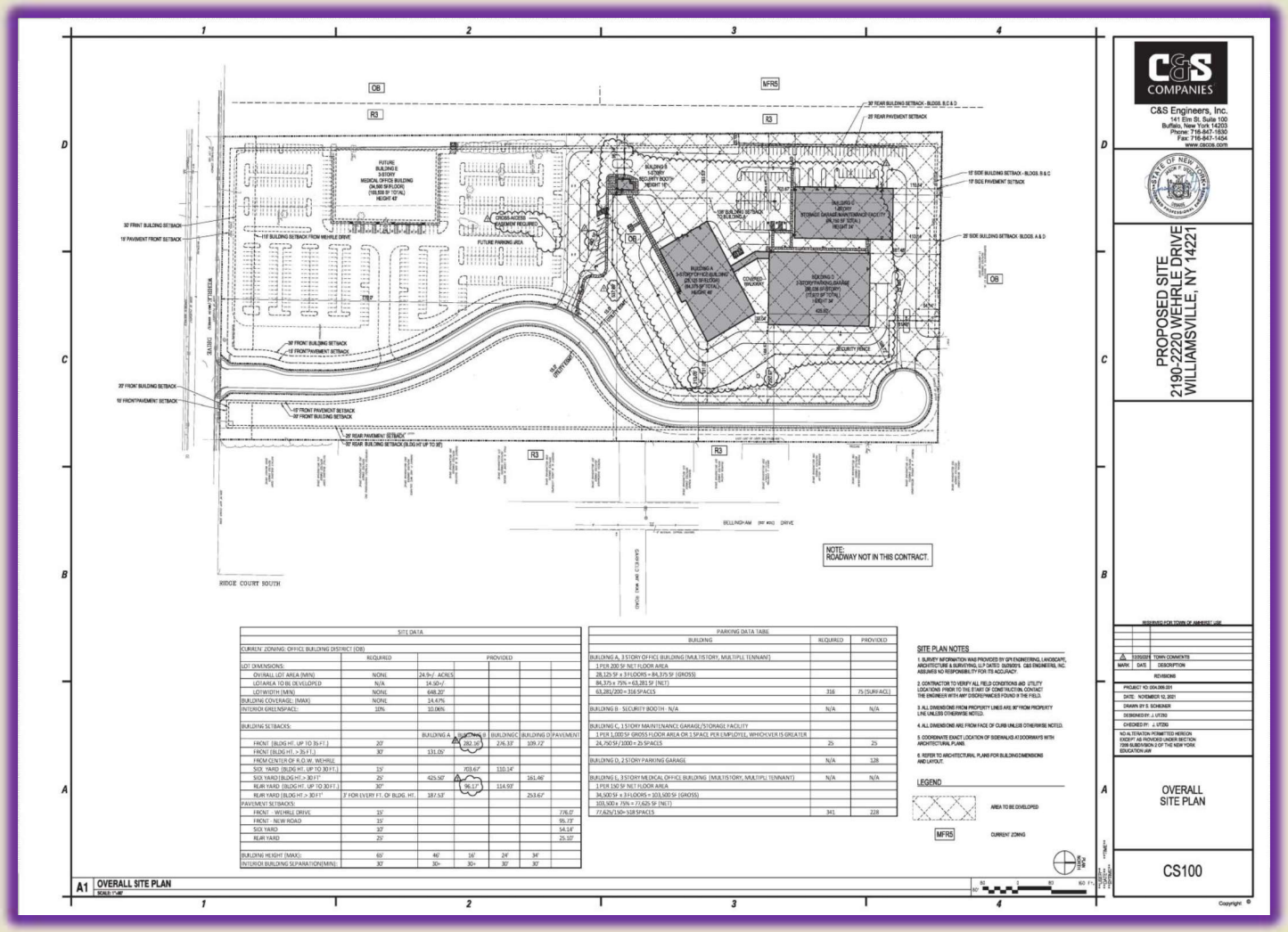
Zoning Map:

Project Site



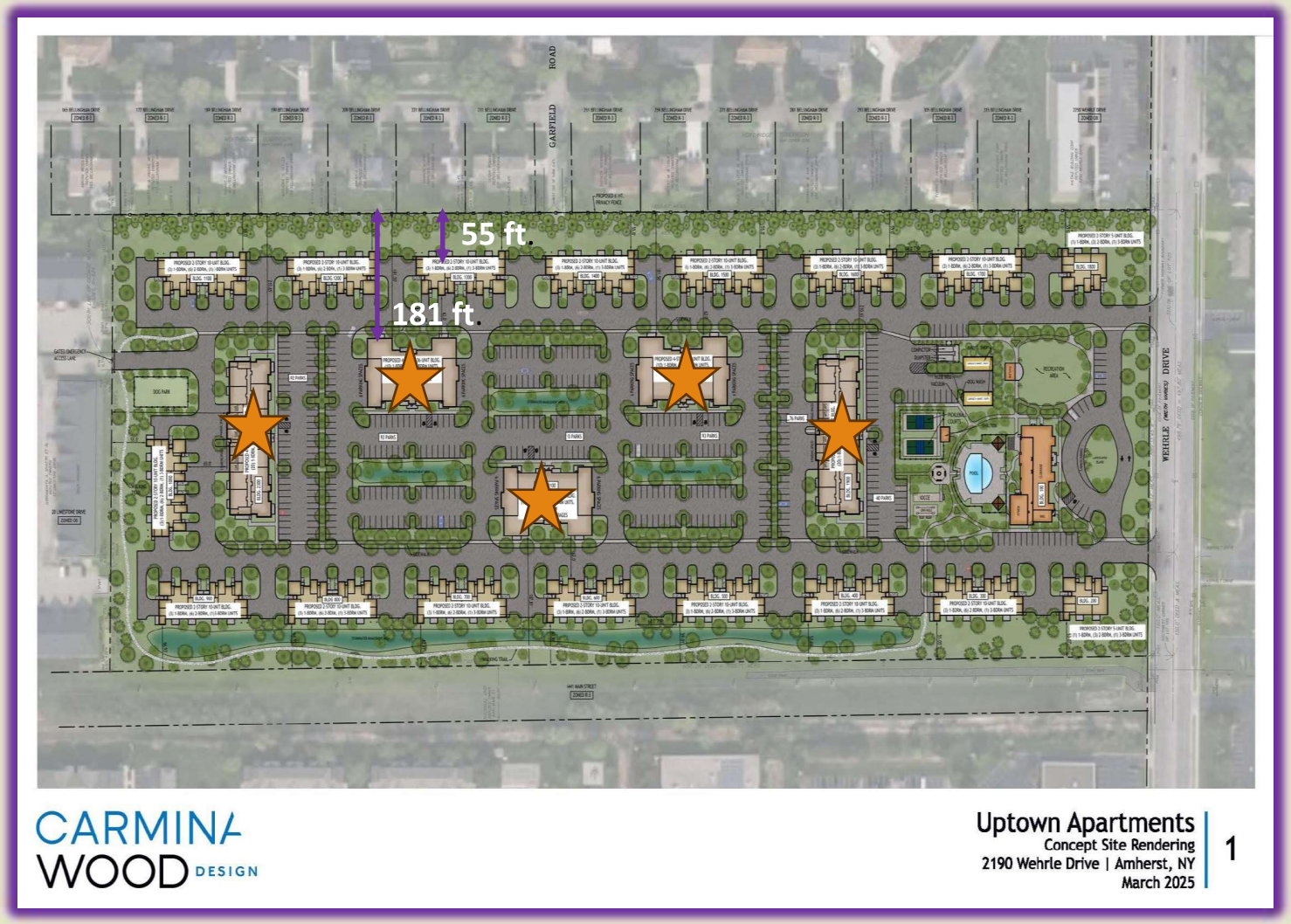
Previous OB Zoning Site Plan:

- Site Plan approved by the Planning Board for Office Building Project
- 4 large office buildings
- 284,697 sq. ft.



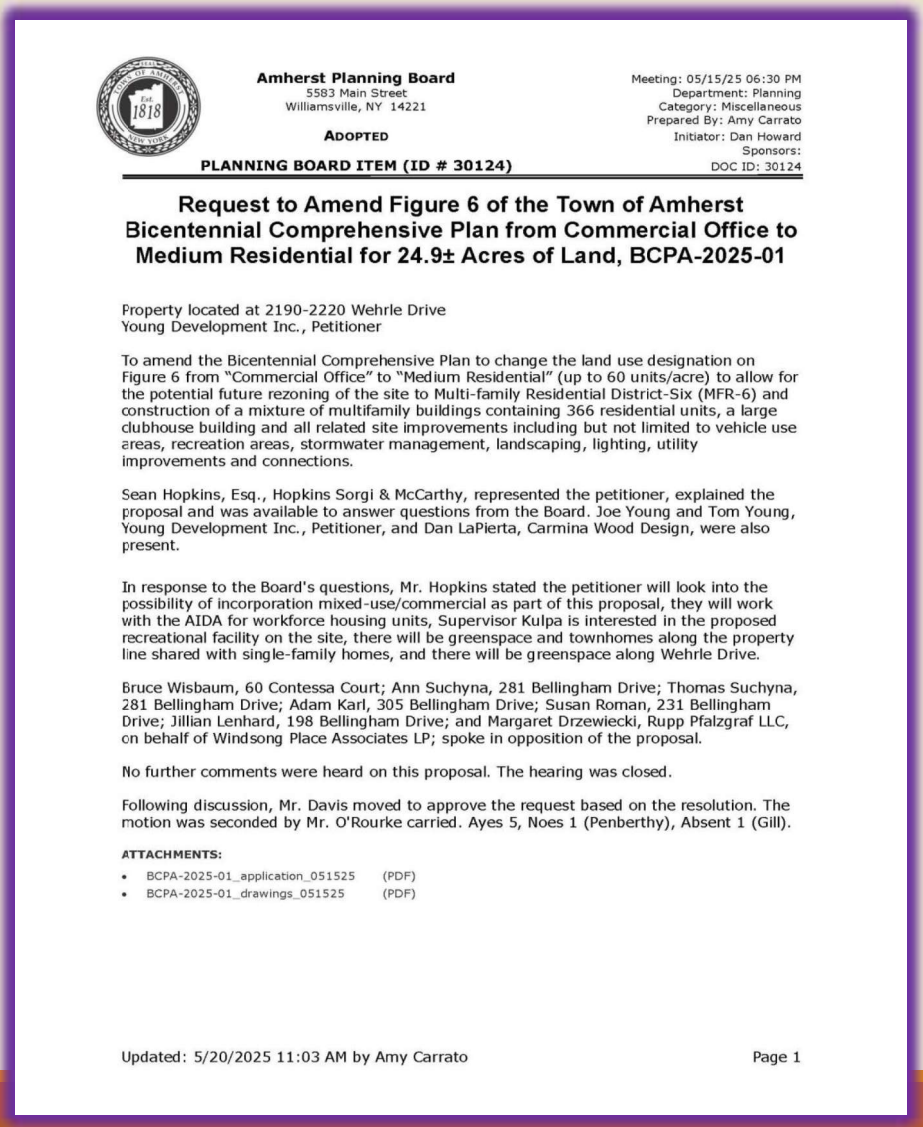
Color Concept Plan from Informational Meeting on March 11, 2025:

- 366 units
- 5 four-story buildings [Minimum setback of 181 f. from rear lots on Bellingham]
- 55 ft. rear yard setback from rear yard on Bellingham



Planning Board Public Hearing held on May 15, 2025:

- During its meeting on May 15, 2025, the Planning Board adopted a resolution recommending that the Town Board amend Figure 6 in the Comprehensive Plan to designate the Project Site as appropriate for "Medium Residential" with the consideration for the inclusion of commercial/mixed-use and Recreation, Open Space and Greenways land uses on the subject parcel.



Amherst Planning Board
5583 Main Street
Williamsville, NY 14221

Meeting: 05/15/25 06:30 PM
Department: Planning
Category: Miscellaneous
Prepared By: Amy Carrato
Initiator: Dan Howard
Sponsors:
DOC ID: 30124

ADOPTED

PLANNING BOARD ITEM (ID # 30124)

Request to Amend Figure 6 of the Town of Amherst Bicentennial Comprehensive Plan from Commercial Office to Medium Residential for 24.9± Acres of Land, BCPA-2025-01

Property located at 2190-2220 Wehrle Drive
Young Development Inc., Petitioner

To amend the Bicentennial Comprehensive Plan to change the land use designation on Figure 6 from "Commercial Office" to "Medium Residential" (up to 60 units/acre) to allow for the potential future rezoning of the site to Multi-family Residential District-Six (MFR-6) and construction of a mixture of multifamily buildings containing 366 residential units, a large clubhouse building and all related site improvements including but not limited to vehicle use areas, recreation areas, stormwater management, landscaping, lighting, utility improvements and connections.

Sean Hopkins, Esq., Hopkins Sorgi & McCarthy, represented the petitioner, explained the proposal and was available to answer questions from the Board. Joe Young and Tom Young, Young Development Inc., Petitioner, and Dan LaPierta, Carmina Wood Design, were also present.

In response to the Board's questions, Mr. Hopkins stated the petitioner will look into the possibility of incorporation mixed-use/commercial as part of this proposal, they will work with the AIDA for workforce housing units, Supervisor Kulpa is interested in the proposed recreational facility on the site, there will be greenspace and townhomes along the property line shared with single-family homes, and there will be greenspace along Wehrle Drive.

Bruce Wisbaum, 60 Contessa Court; Ann Suchyna, 281 Bellingham Drive; Thomas Suchyna, 281 Bellingham Drive; Adam Karl, 305 Bellingham Drive; Susan Roman, 231 Bellingham Drive; Jillian Lenhard, 198 Bellingham Drive; and Margaret Drzewiecki, Rupp Pfalzgraf LLC, on behalf of Windsong Place Associates LP; spoke in opposition of the proposal.

No further comments were heard on this proposal. The hearing was closed.

Following discussion, Mr. Davis moved to approve the request based on the resolution. The motion was seconded by Mr. O'Rourke carried. Ayes 5, Noes 1 (Penberthy), Absent 1 (Gill).

ATTACHMENTS:

- BCPA-2025-01_application_051525 (PDF)
- BCPA-2025-01_drawings_051525 (PDF)

Updated: 5/20/2025 11:03 AM by Amy Carrato

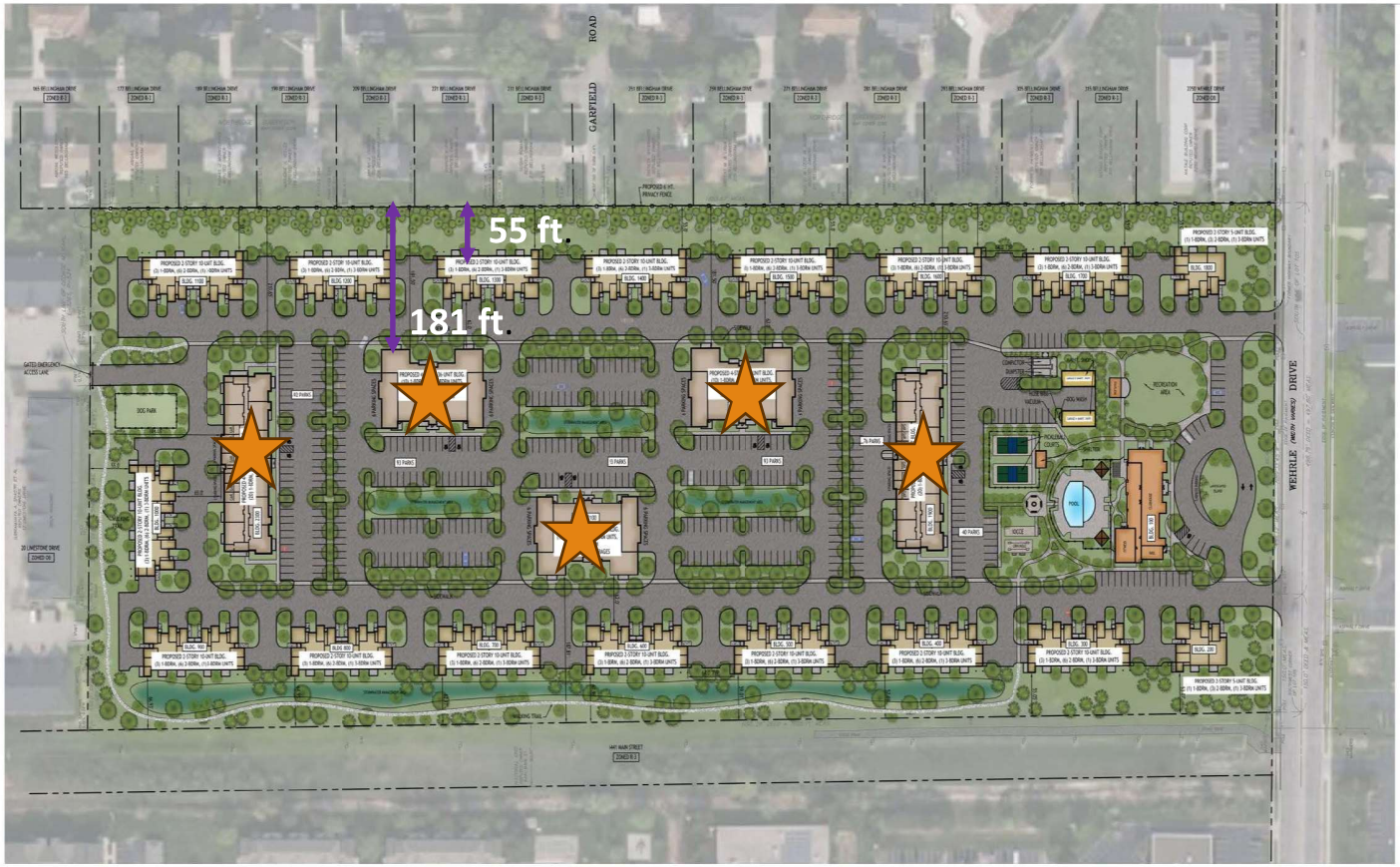
Page 1

Planning Board Public Hearing held on May 15, 2025:

- The Planning Board issued detailed findings in support of its favorable recommendation to the Town Board as follows:
- A. The proposed request is generally consistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan and the goals and policies found therein:
  - The Plan states that for both Medium and Mixed Residential areas, location criteria for higher density housing include proximity to high access corridors served by public transportation, areas near commercial centers and employment concentrations, areas next to educational campuses, and areas near community facilities.
  - Chapter 3, Land Use and Development; as the location is ideally situated for the proposed land use as it is bordered by multi-family residential development along its northwest boundary and by single- family residential homes along its eastern boundary. Medium Residential is identified in the Comprehensive Plan as a good transitional land use category between commercial and single-family residential.
  - Medium Residential is identified in the Comprehensive Plan as a good transitional land use category between commercial and single-family residential.
  - Public transportation (NFTA Route #47) is available along Wehrle Drive to nearby economic centers, and Wehrle Drive itself is a minor arterial roadway with connections to Transit Road, Cayuga Road and Union Road.
  - The location of the subject property is within walking distance to the SUNY Erie North campus and the YMCA Williamsville location.
  - The amendment should include areas designated for mixed-use development to compliment and serve the residential development, and an area(s) for public recreation and open space.
- B. The subject property is suitable for uses permitted by the current versus the proposed land use designation.
- C. The proposed change does improve the balance of land uses and does meet a specific demand in the Town.
- D. The land surrounding the subject request is comprised of single-family housing, multi-family housing and offices developed according to the requirements of the R-3, MFR-5 and OB zoning districts.

Color Concept Plan from Informational Meeting on March 11, 2025:

- 366 units
- 5 four-story buildings [Minimum setback of 181 f. from rear lots on Bellingham]
- 55 ft. rear yard setback from rear yard on Bellingham



Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

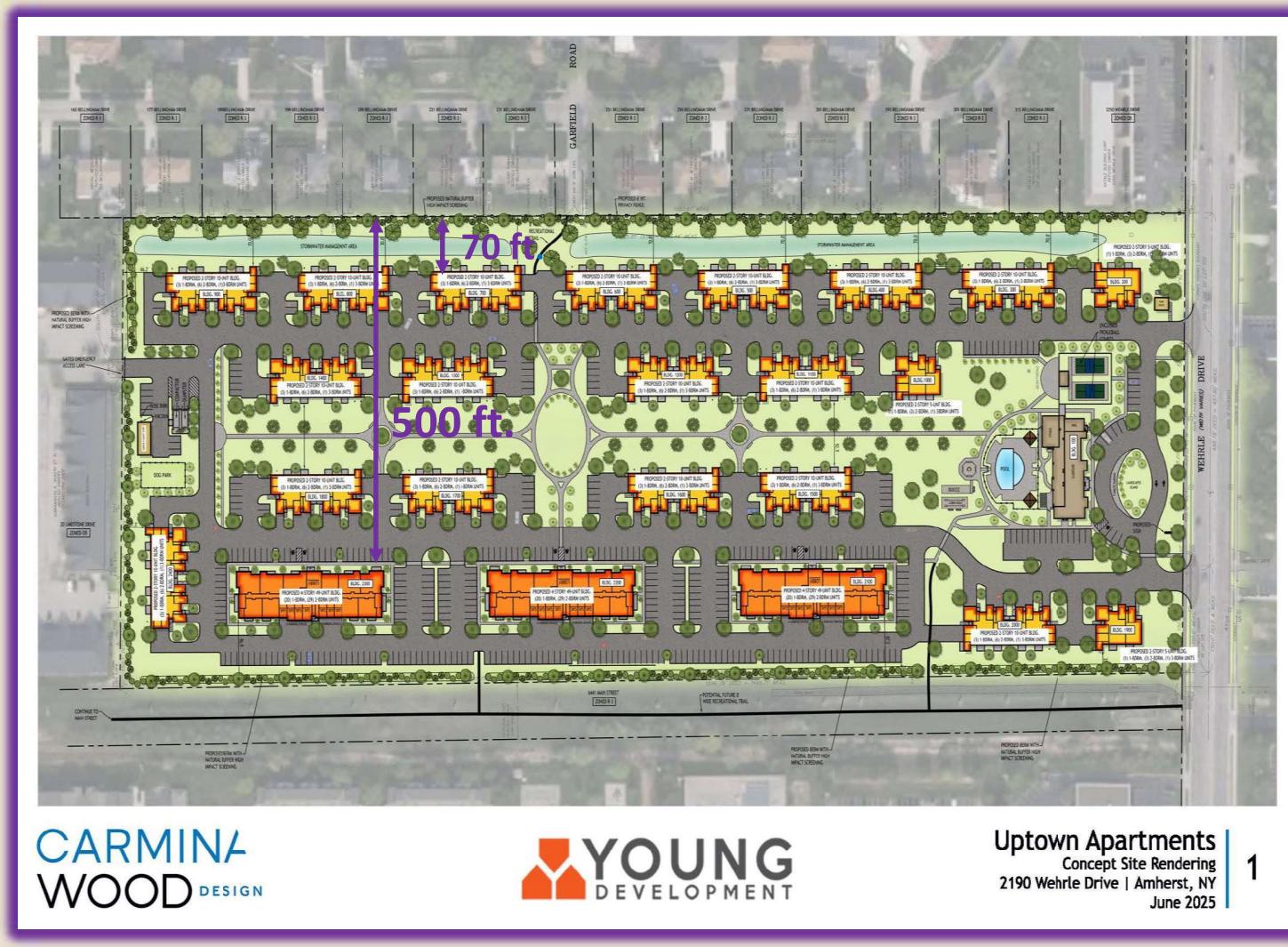
Updated Color Concept Plan dated June 17, 2025

- 332 units including potential for 67 workforce housing units [Eliminated 34 units]
- 3 four-story buildings consisting of 49 units each to be located on western portion of the Project Site [Setback from rear of lots on Bellingham increased from 181 ft. to approximately 500 ft.]
- Meetings with Planning Department staff on May 22nd and June 5th to discuss the project layout and the status of the requested amendment of the Comprehensive Plan.
- Decision made that adding commercial/mixed-use space was not warranted



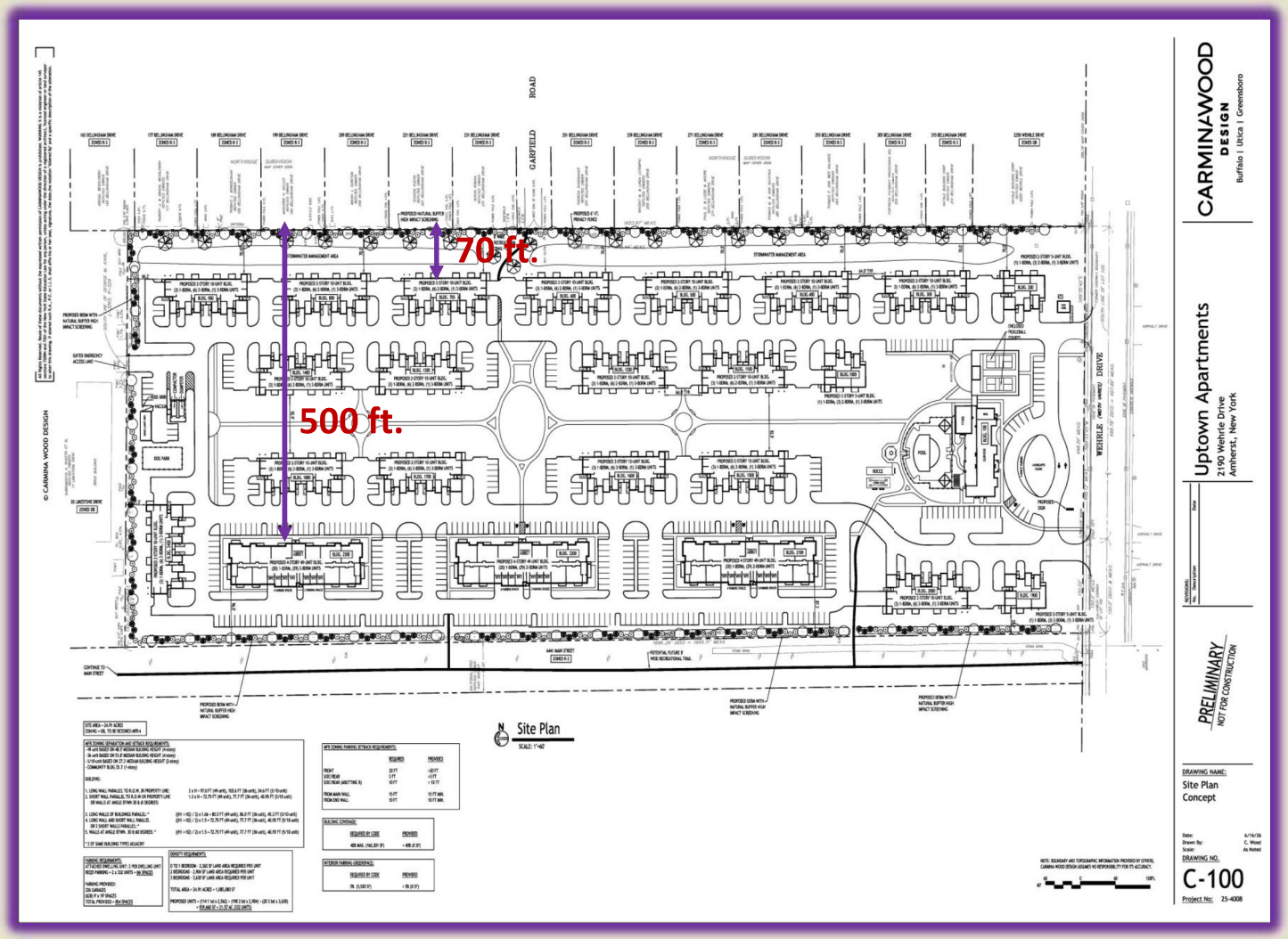
Updated Color Concept Plan dated June 17, 2025

- Only two-story townhome buildings with attached garages will be located on the eastern and central portions of the Project Site.
- Rear yard setback of the two-story townhomes with attached garages has been increased from 55 ft. to 70 ft.
- High impact screening consisting of a solid 6 ft. fence and extensive landscaping along eastern portion of the Project Site.



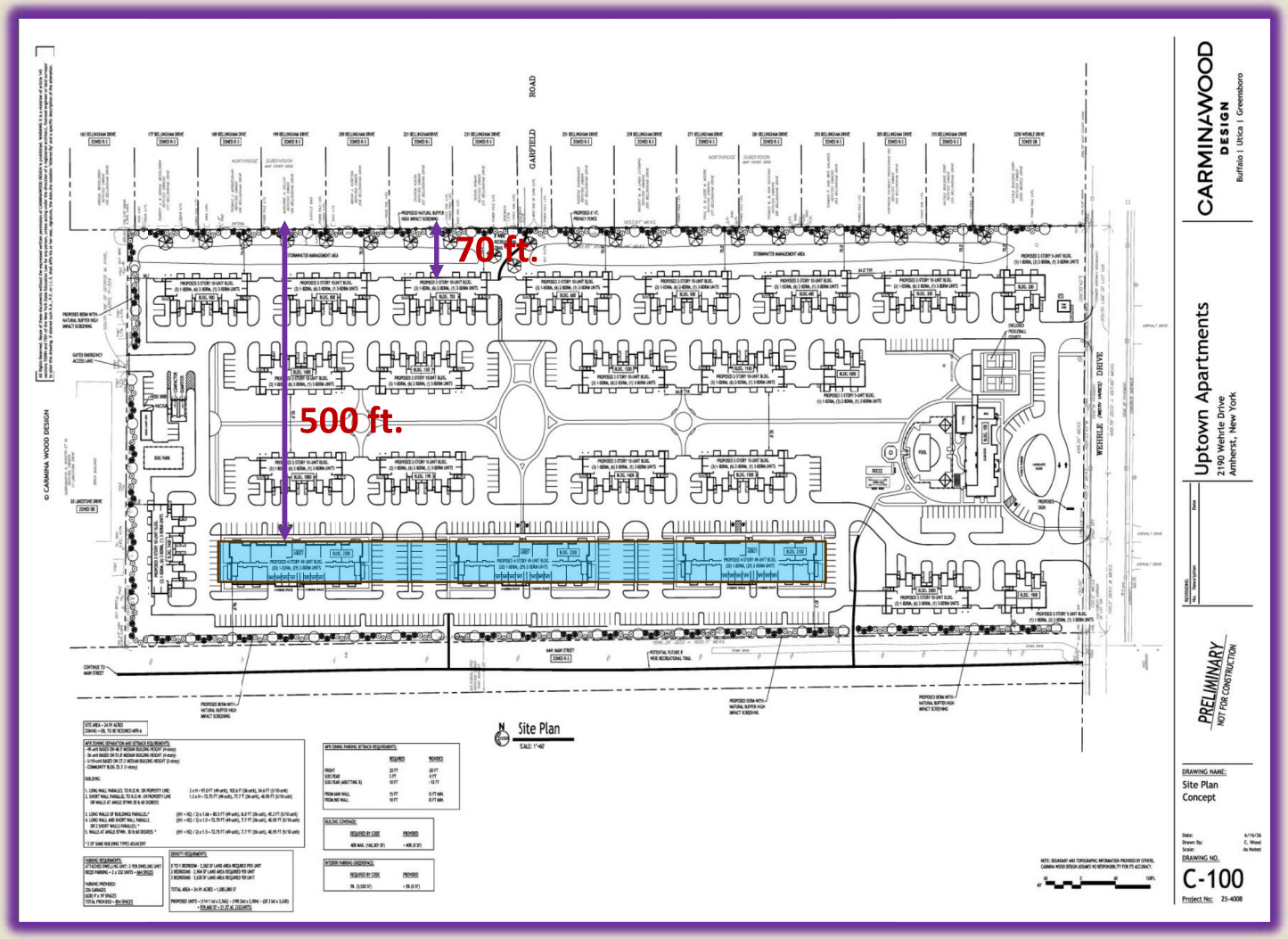
Updated Concept Plan dated June 17, 2025

- Linear greenspace corridor has been added to the central portion of the Project Site running in a north-south direction that will include a recreational trail connecting to the clubhouse
- Recreational trail connection has been added to the existing Garfield Road paved stub street that connects to the Project Site.



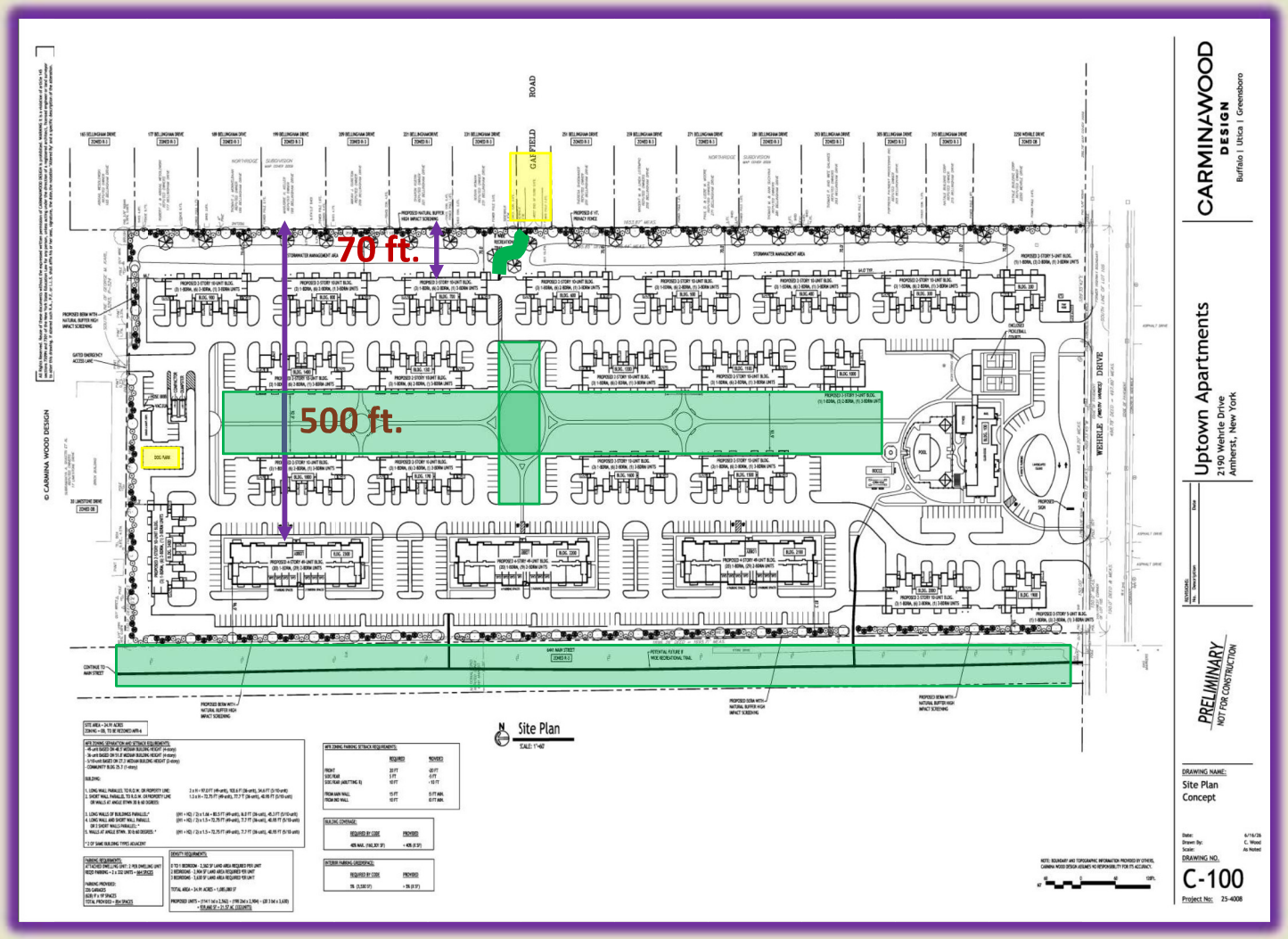
Updated Concept Plan dated June 17, 2025

- Linear greenspace corridor has been added to the central portion of the Project Site running in a north-south direction that will include a recreational trail connecting to the clubhouse
- Recreational trail connection has been added to the existing Garfield Road paved stub street that connects to the Project Site.



Updated Concept Plan dated June 17, 2025

- Recreational trail connection has been added to the existing Garfield Road paved stub street that connects to the Project Site.
- Potential off-site recreational trail within the National Grid Right-of-Way directly west of the Project Site has been added based on input received from the Planning Department that would connect from Wehrle Drive to Main Street.
- High impact screening has been added along the northern and western portion of the Project Site consisting a berm with extensive landscaping.



Justification for Requested Comprehensive Plan Amendment:

- Section 8 of the Comprehensive Plan is titled "Housing and Neighborhoods"
  - **Policy 8-2: Promote the development of a variety of housing types.** Text on Pages 8-3 and 8-4 of the Comprehensive Plan states as follows:
    - "Approximately two-thirds of Amherst's current housing stock consists of single-family detached homes, with the remainder comprised of a mix of duplexes, townhouses, apartments, and other living arrangements (e.g., dormitories and assisted living). Recent housing development has consisted mostly of multifamily units and single-family detached, suburban subdivisions. Demographic trends will reinforce the need for a more diverse housing stock to accommodate groups such as the elderly, empty nesters, and students. As previously noted, housing diversity enhances affordability and, if properly managed, can contribute to neighborhood stability and character."
    - The Town should encourage the proportional development of diverse housing types and price levels, including single-family detached (at a variety of lot sizes), townhouses, condominiums, apartments, and housing as part of mixed-use developments. Higher density housing should be located to complement established residential areas through appropriate standards for location and design (see Policies 8-3 and 8-5)."

Packet Pg. 438

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

15.4.a

Project Status:

- Town Board held a public hearing on the pending request to amend the Comprehensive Plan during its meeting on June 23rd and left the public hearing open until its next meeting to be held on July 21st at 7:00 p.m.
- The following individuals spoke: Adam Karl, 305 Bellingham, Mary Wolf, 155 Bellingham, Ann Suchyna, 281 Bellingham, Tom Suchyna, 281 Bellingham, Maria Suchyna, 281 Bellingham, Jillian Lenhard, 198 Bellingham Marc Romanowski, Esq., Windsong Place, Bruce Wisbaum, Windsong Place, Gregory Tobin, 295 Amherston, Brendan Roman, 110 Amherston, Susan Roman, 231 Bellingham, Megan Flowers, 136 Amherston, Tom Suszynski, 136 Amherston and Don Smith, N. Long
- If the Town Board approves the pending requested amendment of the Comprehensive Plan, the proposed project will also require various other approvals including a rezoning of the Project Site from OB to MFR-6 from the Town Board and Site Plan Approval from the Planning Board

Packet Pg. 439

15.4.a

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

CARMINAWOOD
DESIGN

June 30, 2025

Brian Kulpa, Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Bicentennial Comprehensive Plan Amendment
Proposed Multi-Family Project 2190-2200 Wehrle Drive - Amherst, NY
Applicant/Project Sponsor: Young Development, Inc.

Dear Supervisor Kulpa and Members of the Town Board:

During the public hearing held by the Town Board regarding the pending request to amend the Bicentennial Comprehensive Plan on June 23, 2025, several residents living in the vicinity of 2190-2200 Wehrle Drive (the "Project Site") expressed concerns about potential impacts to the existing water pressure in the area and whether the proposed multifamily project will have adverse impacts on the existing water pressure. Carmina Wood Design has coordinated with the Erie County Water Authority ("ECWA") to evaluate the available water pressure at the Project Site. The project is proposed to have a typical average daily water use demand of 43.5 gpm (62,700 gpd). Per Erie County requirements, 1,000 gpm is used for fire flow demand through the proposed private hydrants.

Based on the preliminary analysis conducted by the ECWA, supported by the attached correspondence and hydrant flow reports for the nearest fire hydrants, it is our firm's professional opinion that the existing public 12-inch water main along Wehrle Drive can adequately serve the proposed development without negatively impacting water pressure for nearby residents including peak demand periods.

This letter and the attached documentation demonstrates that the proposed project will not result in any adverse impacts on existing water pressure for purposes of the ongoing coordinated environmental review of the project pursuant to the State Environmental Quality Review Act ("SEQRA").

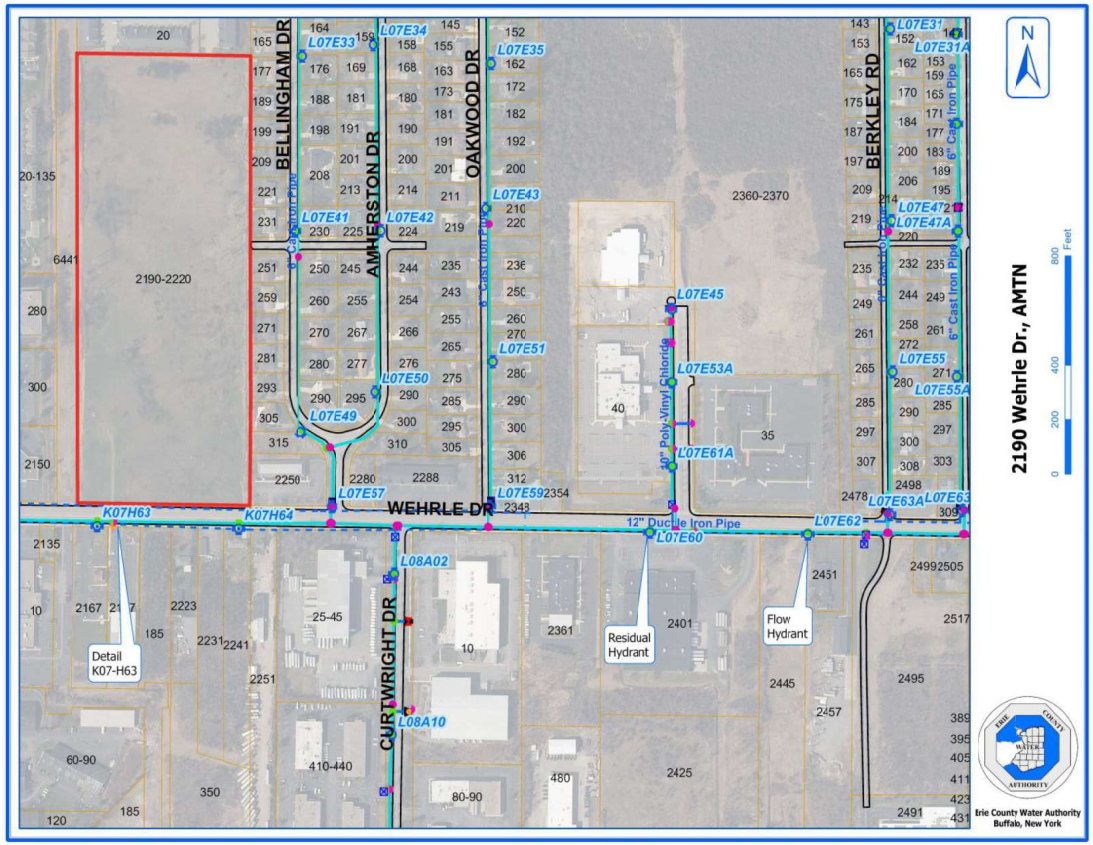
It is also important to mention that approval of the proposed project including the water demand calculations will be required from the ECWA prior to the commencement of construction in furtherance of the proposed project.

If you have any further questions, please do not hesitate to contact our office.

Sincerely,

Patrick Sheedy Jr, PE | Senior Associate

carminawooddesign.com 80 Silo City Row Suite 100, Buffalo, NY 14203 716.842.3165



Conclusion:

- Project Team will continue to keep interested residents informed regarding project status
- Questions….

Packet Pg. 441

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

15.4.a

EXHIBIT 3

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Joe Young

From: Joe Young
Sent: Friday, July 11, 2025 1:23 PM
To: Joe Young
Subject: 2190WE - 7/8/25 Informational Meeting - Follow Up
Attachments: PP Presentation-Info Meeting-Date-07-08-25.pdf

Dear Residents:

Thank you for attending the informational meeting held on July 8th in connection with the pending request to amend the Town's Comprehensive Plan to accommodate the proposed multifamily project. A color copy of the PowerPoint presentation that was given during the meeting is attached.

As was discussed, the project plans that were presented during the informational meeting will be updated to remove the recreational trail connection to the existing Garfield Drive stub street and to add a 6 ft. fence at this location based on the unanimous position of the residents that attended the informational meeting. Additionally, we have decided to update the Landscape Plan as discussed to substantially increase the amount of landscaping to be installed within the 70 ft. of greenspace on the eastern portion of the Project Site that is contiguous with the rear boundary of the homes located on the east side of Bellingham.

Once the project plans have been updated by Carmina Wood Design, the project engineering firm, I will be providing residents that attended the informational meeting with a copy.

As was discussed during the informational meeting, the Town Board will be holding a continuation of the public hearing on the pending requested Comprehensive Plan Amendment during its meeting on Monday, July 21st at 6:30 p.m. at the Town Hall at 5583 Main Street.

If you have any additional questions regarding the proposed project, feel free to reach out to me at jyoung@youngdevelopmentinc.com.

Joseph Young

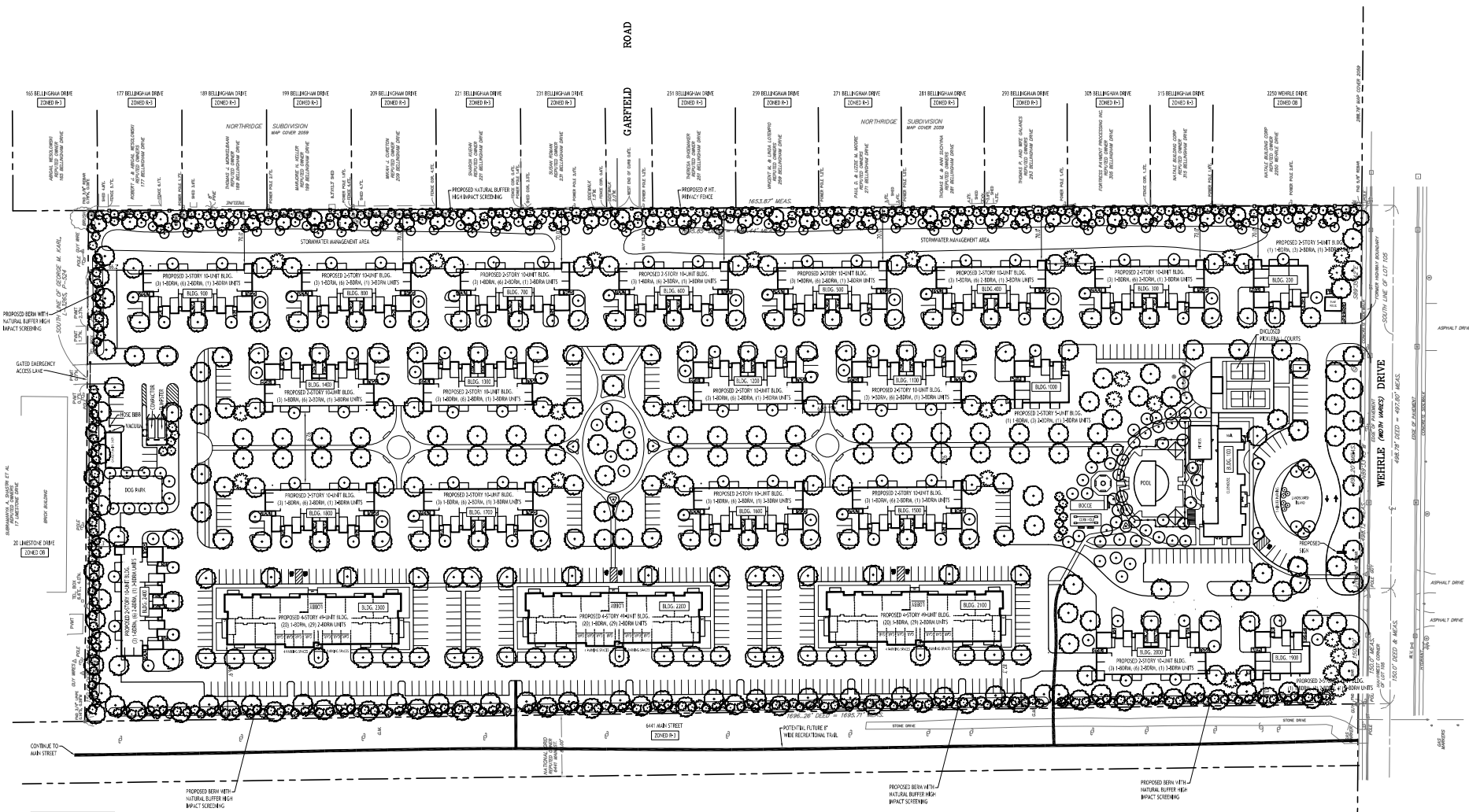
YOUNG DEVELOPMENT

YOUNG DEVELOPMENT Inc.
1120 Bullis Road
Elma, NY 14059
Tel: 716 675 8000 ext. 202
Fax: 716 675 1942
www.youngdevelopmentinc.com
jyoung@youngdevelopmentinc.com

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

EXHIBIT 4

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)



Site Plan
SCALE: 1"=60'

SITE AREA = 24.91 ACRES
ZONING = OB, TO BE REZONED MFR-S

MFR ZONING SEPARATION AND SETBACK REQUIREMENTS:
- 49-unit BASED ON 48.3' MEDIAN BUILDING HEIGHT (4-story)
- 36-unit BASED ON 51.8' MEDIAN BUILDING HEIGHT (4-story)
- 5/10-unit BASED ON 27.3' MEDIAN BUILDING HEIGHT (2-story)
- COMMUNITY BLDG 25.3' (1-story)

BUILDINGS:

1. LONG WALL PARALLEL TO R.O.W. OR PROPERTY LINE:	2 x H = 97.0 FT (49-unit), 103.6 FT (36-unit), 54.6 FT (5/10-unit)
2. SHORT WALL PARALLEL TO R.O.W. OR PROPERTY LINE OR WALLS AT ANGLE BTWN 30 & 60 DEGREES:	1.5 x H = 72.75 FT (49-unit), 77.7 FT (36-unit), 40.95 FT (5/10-unit)
3. LONG WALLS OF BUILDINGS PARALLEL: *	((H1 + H2) / 2) x 1.66 = 80.5 FT (49-unit), 86.0 FT (36-unit), 45.3 FT (5/10-unit)
4. LONG WALL AND SHORT WALL PARALLEL OR 2 SHORT WALLS PARALLEL: *	((H1 + H2) / 2) x 1.5 = 72.75 FT (49-unit), 77.7 FT (36-unit), 40.95 FT (5/10-unit)
5. WALLS AT ANGLE BTWN. 30 & 60 DEGREES: *	((H1 + H2) / 2) x 1.5 = 72.75 FT (49-unit), 77.7 FT (36-unit), 40.95 FT (5/10-unit)

* 2 OF SAME BUILDING TYPES ADJACENT

PARKING REQUIREMENTS:
ATTACHED DWELLING UNIT: 2 PER DWELLING UNIT
REQD PARKING = 2 x 332 UNITS = 664 SPACES

PARKING PROVIDED:
226 GARAGES
(628) 9' x 19' SPACES
TOTAL PROVIDED = 854 SPACES

DENSITY REQUIREMENTS:
0 TO 1 BEDROOM - 2,562 SF LAND AREA REQUIRED PER UNIT
2 BEDROOMS - 2,904 SF LAND AREA REQUIRED PER UNIT
3 BEDROOMS - 3,630 SF LAND AREA REQUIRED PER UNIT

TOTAL AREA = 24.91 ACRES = 1,085,080 SF

PROPOSED UNITS = (114 1 bd x 2,562) + (198 2 bd x 2,904) + (20 3 bd x 3,630)
= 939,660 SF = 21.57 AC (332 UNITS)

MFR ZONING PARKING SETBACK REQUIREMENTS:

	REQUIRED	PROVIDED
FRONT	20 FT	>20 FT
SIDE/REAR	5 FT	>5 FT
SIDE/REAR (ABUTTING R)	10 FT	> 10 FT
FROM MAIN WALL	15 FT	15 FT MIN.
FROM END WALL	10 FT	10 FT MIN.

BUILDING COVERAGE:

REQUIRED BY CODE	PROVIDED
40% MAX. (160,301 SF)	< 40% (X SF)

INTERIOR PARKING GREENSPACE:

REQUIRED BY CODE	PROVIDED
5% (3,530 SF)	> 5% (X SF)

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

60' 0 60 120FT.

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© CARMINA WOOD DESIGN

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Uptown Apartments
2190 Wehrle Drive
Amherst, New York

REVISIONS:
No. Description Date

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

Date: 7/10/25
Drawn By: C. Wood
Scale: As Noted

DRAWING NO.
C-100

Project No:

Packet Pg. 445

15.4.a

EXHIBIT 5

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2025-01

PETITIONER
Young Development, Inc.
c/o Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy
35 California Drive, Suite 100
Williamsville, NY 14221

PROPERTY LOCATION
2190-2220 Wehrle Drive

MAY 23 2025 PM 5

Attachment: Hopkins-Ltr-Town Board-07-16-25 (COM-2025-72 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

WHEREAS the Town of Amherst Planning Board on Thursday, May 15, 2025 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 consistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan and the goals and policies found therein:
   - The Plan states that for both Medium and Mixed Residential areas, location criteria for higher density housing include proximity to high access corridors served by public transportation, areas near commercial centers and employment concentrations, areas next to educational campuses, and areas near community facilities.
   - Chapter 3, Land Use and Development; as the location is ideally situated for the proposed land use as it is bordered by multi-family residential development along its northwest boundary and by single- family residential homes along its eastern boundary. Medium Residential is identified in the Comprehensive Plan as a good transitional land use category between commercial and single-family residential.
   - Medium Residential is identified in the Comprehensive Plan as a good transitional land use category between commercial and single-family residential.
   - Public transportation (NFTA Route #47) is available along Wehrle Drive to nearby economic centers, and Wehrle Drive itself is a minor arterial roadway with connections to Transit Road, Cayuga Road and Union Road.
   - The location of the subject property is within walking distance to the SUNY Erie North campus and the YMCA Williamsville location.

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MAY 23 2025 PM1

- The amendment should include areas designated for mixed-use development to compliment and serve the residential development, and an area(s) for public recreation and open space.

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

C. The proposed change does improve the balance of land uses, and does meet a specific demand in the Town.

D. The land surrounding the subject request is comprised of single-family housing, multi-family housing and offices developed according to the requirements of the R-3, MFR-5 and OB zoning 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 Figure 6 in the Bicentennial Comprehensive Plan to Medium Residential be approved with the consideration for the inclusion of commercial/mixed-use and Recreation, Open Space and Greenways land uses on the subject parcel.

The foregoing resolution was adopted by the Town of Amherst Planning Board, May 15, 2025; moved by Davis; seconded by O'Rourke; ayes 5; noes 1 (Penberthy); absent 1 (Gill).

Michael J. Chmiel, Planning Board Chair

5/22/25
Date

SM/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2025\BCPA-2025-01_(2190-2200_Wehrle_Dr)_2025\BCPA-2025-01_resolution_051525.doc-
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
ECDEP
ECDPW
NYSDOT
NYSDEC
ACAC
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Patrick Sheedy, Jr., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

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

Francina J. Spoth
Town Clerk

Meeting: 07/21/25 07:00 PM
Department: Town Board
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 30684 **RESOLUTION 2025-657** **ADOPTED**

Boulevard Central District Mitigation Funding Toward Niagara Falls Boulevard

SUSPENSION AGENDA ITEM: July 21, 2025

TO: Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: July 18, 2025

RE: **Boulevard Central District Mitigation Funding Toward Niagara Falls Boulevard**

WHEREAS, an Opportunity Zone designation of Census Tract 92 in 2018 provided possible federal tax incentives to investors for redevelopment projects and provided the opportunity for the Town to reimagine and redevelop one of its most successful commercial areas in a comprehensive manner; and

WHEREAS, the Boulevard Central District (BCD) was then created, derived from the Opportunity Zone designation, and is bounded by the Interstate 290 to the north and east, Niagara Falls Boulevard on the west, and generally Sheridan Drive on the south but also includes parcels abutting the south side of Sheridan Drive; and

WHEREAS, to accommodate and attract future development in the BCD and identify environmental impacts and mitigation measures needed as a result this development, the Town of Amherst prepared a BCD Generic Environmental Impact Statement (GEIS) and adopted the Findings Statement in January 2020; and

WHEREAS, a major result of the BCD GEIS is the requirement that developers of projects in the BCD contribute a proportionate share of the cost of identified mitigation projects such as roadway, sanitary sewer, and water system upgrades needed to offset the impacts of that development ("development mitigation costs") as outlined in a mitigation schedule that identifies the fees to be collected and allocated to the specific mitigation projects; and

WHEREAS, the Town is currently working on a Supplemental GEIS (SGEIS) which incorporates updated growth projections and related changes to mitigation projects and fees such as those related to transportation and roadway infrastructure upgrades; and

WHEREAS, Niagara Falls Boulevard between the Interstate-290 and Sheridan Drive forms the western boundary of the BCD and is identified as a corridor in the BCD GEIS that requires mitigation; and

WHEREAS, Niagara Falls Boulevard is built out within its right of way and expanding it further is neither feasible nor in the best interest of the Town; and

WHEREAS, the Town is working collaboratively with NYSDOT on identifying mitigation measures along Niagara Falls Boulevard other than geometry changes that could be implemented as part of the mitigation of this corridor in the SGEIS; and

WHEREAS, NYSDOT Region 5 Transportation has identified innovative technologies such as smart signals and an adaptive signal system that would improve traffic flow without the need for physical changes to the highway; and

WHEREAS, the Town is receptive to using BCD mitigation fees collected toward improving all surrounding highways regardless of jurisdiction to better the traffic flow in the area; and

THEREFORE, BE IT RESOLVED, the Town Board supports the contribution of collected mitigation fees from developers towards Niagara Falls Boulevard within the list of identified projects to include:

- Installation of smart signals with video detection (four cameras) at Niagara Falls Boulevard intersections with Ridge Lea Road and the eastbound I-290 ramps
- Adaptive signal software for Niagara Falls Boulevard from Maple Road to the I-290 westbound off ramp; and

THEREFORE BE IT FURTHER RESOLVED, the Town will continue to coordinate with the NYSDOT to identify additional mitigation on State Highways as part of the Town's SGEIS. Mitigation may include but not be limited to signal replacements, intersection improvements, roadway widening, or additional adaptive signal control technology as identified in the SGEIS Statement of Findings.

7/21/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$1,600 total ($200 per box)

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