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, August 18, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

David F. Mischler

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on August 18, 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	Present	
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	
Dan Howard	Town of Amherst	Planning Director	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	

V. MINUTES APPROVAL

1. Monday, August 04, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Recognition of Town of Amherst Retirements

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-701

WPCF Equipment and Vehicles (Bond Resolution - $250,000)

AGENDA ITEM : AUGUST 18TH, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 8, 2025**

RE: **Engineering Equipment and Vehicle Bond**
2025-2030 CIP Project No. S-2
Bond Resolution - $250,000

The above-referenced matter is scheduled for a Public Hearing on August 18, 2025 at 7:00 p.m. In this regard, kindly adopt a resolution authorizing the adoption of the attached bond documents **once the Public Hearing has been deemed closed**.

For ease of reference and to provide detailed information regarding the bond action, also attached is the Map Plan and Report for the project.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item – August 18, 2025**)
Jennifer Adams, CPA, Interim Town Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Dan Howard, Director of Planning *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachments*)
Vaishali Reberholt, PE, Assistant Town Engineer (*w/attachments*)

8/18/2025
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.

Jeffrey Burroughs, Town Engineer, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:05 PM.

A motion to adopt the Bond Resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

2. Resolution 2025-702

2577 Millersport Highway Rezoning

Request to rezone 2577 Millersport Highway from NB to GB.

8/18/2025
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 7:06 PM.

Attorney Jeffery Palumbo presented.

The following individual spoke:
Melissa Semidey Finley, Esq. on behalf of the Collins Court Neighborhood

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the September 15th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:19 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 9/15/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2025-703

SEQR Determination (46, 54, 60, 68, 74 & 84 South Linden Street And former South Linden Street Right-Of-Way, Z-2025-01)

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

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

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

8/18/2025
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

2. Resolution 2025-629

Adoption of Local Law to Amend the Zoning Map (46, 54, 60, 68, 74 & 84 South Linden Street And former South Linden Street Right-Of-Way, Z-2025-01)

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of May 15, 2025 that the proposed Multifamily Residential District Five (MFR-5) zoning at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions as recommended by the Planning Board:

. 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.

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.

8/18/2025
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

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

18. Glen Park Joint Board

19. Historic Preservation Commission

Membership is full.

20. Information Technology Advisory Committee

21. Library Board of Trustees

Membership is full.

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 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 7:21 PM.

The following speakers addressed the Town Board:
Dan Gagliardo, Williamsville - Westwood
Mary Dormer, Getzville - Westwood
John Trabert, 234 Mt Vernon Rd - Westwood
Andrea Morgante, Getzville - Westwood and lack of financial details
Judy Ferraro, 213 Donna Lea - transparency
Danne Farrell, Parkhaven Dr - Westwood
William Pitz, 1815 Dodge Rd - Westwood & new subdivision on Dodge Road
Patrick Connor, Amherst - Westwood
Joe Voytovich, 35 Bucyrus Dr - bicyclist's on Sweet Home Road
Alicia Schreier, 79 Tristan Ln - Westwood
Sharon Celeca, 88 Tristan Ln - Westwood
Matt Plunkett, 299 Northill Dr - Town running golf courses
Rebecca Pordum, 105 Los Robles - Westwood
Spike Mertes, 170 Troy Del Way - streetlights
Grace Connor, Amherst - Westwood
Jane Cox, 4584 Harlem Rd - Westwood
Kathleen Weppner, Meadowview Ln - lack of accountability & Westwood
Jay DiPasquale, MacArthur Dr - Governance and increase in taxes & debt
Mary Jane Zak, Amherst - Westwood
Patricia Grisafi, Donna Lea - Westwood
Don Smith, 201 N Long St - Resolution 2025-708, 709 & 711
Chris Drongosky, Mill St - Westwood
Rob McLennan, 44 Thames Ct - support Town/County partnership
Ray Herman, 114 Oakgrove Dr - Westwood
Julie Van Lente, 116 Parkwood Dr - Westwood
Ray Barry, Thistle Lea - Westwood
Terese Barry, Thistle Lea - Westwood
Michelle Coffey, 736 N. French - Westwood and tax increase
Tom Frank, 5403 Main St - Erie County presentation
Joe Stalteri, 23 Rinewalt St - upcoming election
Colleen Bogdan, 108 Summershade Ct - Westwood
Shelly Schratz, 1952 Kensington Ave - lack of transparency

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 8:49 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 2025-704

Approve Travel for Conference

Please approve the attached travel request for Supervisor Kulpa to attend conference.

8/18/2025
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 2025-705

Camera Replacement and New Portable Radio Batteries

WHEREAS, the Amherst Fire Safety Division responds to various types of Emergency related incidents and provides a high level of safety and professionalism in performing duties as Fire Inspectors; and

WHEREAS, the Amherst Town Fire Safety Division has the need to replace two (2) cameras used for documentation of fire and emergency incident scenes; and

WHEREAS, the Amherst Town Fire Safety Division also has the need to replace portable radio batteries utilized in performing the Fire Inspector's duties.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the purchase of replacement cameras and portable radio batteries from Avoidable Alarm Fund T-2999.4002.

8/18/2025
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:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-706

Senior Center LED Lighting Project (Bond Resolution - $180,000)

AGENDA ITEM – AUGUST 18th, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 7, 2025**

RE: **Senior Center LED Lighting Project**
2025-2030 C.I.P. Project F-15
Bond Resolution - $180,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $180,000 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does not require a public hearing to be held because the improvement is a Town improvement not involving a special district. Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item – August 18, 2025**)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Mark S. Berke, PE, Commissioner of Buildings (*w/attachments*)
Sean Pellow, Project Manager (*w/attachments*)
Daniel J. Rizzo, Project Manager (*w/attachments*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachments*)
Mike Bushen, Planning Draftsworker (*w/attachments*)

8/18/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2025-707

Pool Splash Park Safety Resurfacing (Bond Resolution - $150,000)

AGENDA ITEM – AUGUST 18th, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 7, 2025**

RE: **Pool and Splash Park Safety Resurfacing**
2025-2030 C.I.P. Project YR-3A

Bond Resolution - $150,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $150,000 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does not require a public hearing to be held because the improvement is a Town improvement not involving a special district. Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item – August 18, 2025**)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Mary-Diana Pouli, Executive Director, Youth and Recreation (*w/attachments*)

8/18/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Counilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2025-708

Notice of Public Hearing on Proposed Sale of Real Property to the Town of Amherst Development Corporation

AGENDA ITEM: AUGUST 18TH, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: August 13, 2025

RE: 330 Maple Road (SBL No. 55.03-1-10) and 218 Maple Road (SBL No. 55.03-1-9)

Kindly adopt the following resolution with respect to the above-referenced properties:

Resolution Declaring the Intent of the Town Board of the Town of Amherst to be the State Environmental Quality Review Act ("SEQRA") Lead Agency and Calling for a Public Hearing for the Sale of Certain Real Property to the Town of Amherst Development Corporation

WHEREAS, the Town of Amherst, New York (the "Town") obtained title to certain real property at 330 Maple Road (SBL No. 55.03-1-10) and 218 Maple Road (SBL No. 55.03-1-9) (the "Property"); and

WHEREAS, the Town Board of the Town of Amherst (the "Town Board") determined to acquire the Property because, pursuant to a leasehold interest in the Property, the Town had invested funds in the construction and operation of softball fields on a portion of the Property and the Town Board determined retention and control over the portion of the Property where the softball fields were located was in the public interest; and

WHEREAS, the owner of the Property had only offered the entirety of the Property for sale, which included land (approximately 21.8 acres, located at the 330 Maple Road parcel) in addition to where the softball fields are located (the "Additional Land"); and

WHEREAS, having acquired the entirety of the Property, including the Additional Land, the Town intends to (i) make a determination that the Additional Land is not necessary for public purposes, given it was only acquired to facilitate acquisition of the softball field property and infrastructure; (ii) make a determination that the Additional Land is thus surplus property; and (iii) seek assistance from the Town of Amherst Development Corporation ("ADC") to facilitate the redevelopment and reuse of the Additional Land in accordance with Town plans and goals; and

WHEREAS, in furtherance thereof, the Town is considering a proposed resolution making a determination that the Additional Land is not required for the Town's use and transferring it to the ADC in accordance with Section 1411 of the Not-for-Profit Corporation Law ("NFPCL") (the "Action") to facilitate reuse and redevelopment of the Additional Land; and

WHEREAS, the Town and the ADC, as a condition of the Action, will be required to enter into a Property Disposition Agreement, which shall provide (i) that the transfer of the Additional Land to the ADC shall only occur in connection with a simultaneous sale transaction of the Additional Land by the ADC to 716 Sports Complex LLC for the purpose of construction and operation of an indoor sports facility complex at an amount not less than $225,000 per acre; and (ii) that all proceeds of such sale shall be remitted to the Town in full, less the ADC's actual costs of participation in the transaction; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (SEQRA) and the implementing regulations at 6 N.Y.C.R.R. Part 617 (the "Regulations"), the Town desires to comply with SEQRA and the Regulations with respect to the Action; and

WHEREAS, the Action is classified as an "Unlisted Action" as defined by SEQRA; and

WHEREAS, pursuant to SEQRA and the Regulations, the Town Board will undertake a coordinated review process with interested and involved agencies, and wishes to indicate the Town's desire to serve as the Lead Agency under the SEQRA process for the Action; and

WHEREAS, the Town desires to comply with the NFPCL with respect to the sale of Additional Land to the ADC;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Amherst as follows:

. That the Town Board of the Town of Amherst intends to act as the SEQRA Lead Agency for the review of the Action. Town staff and legal counsel are directed to take such further steps as SEQRA and the Regulations require for purposes of coordination.

2. A public hearing on the proposed transfer of the Additional Land to the ADC shall be held on September 2, 2025 at 7:00 p.m. at Town Hall, 5583 Main Street, Williamsville, New York 14221. Notice of the public hearing in the form attached hereto shall be given and published as required by Section 1411 of the NFPCL.

3. This Resolution shall be effective immediately.

NOTICE OF PUBLIC HEARING ON PROPOSED SALE OF REAL PROPERTY TO THE TOWN OF AMHERST DEVELOPMENT CORPORATION

NOTICE IS HEREBY GIVEN that a public hearing will be held at 7:00 p.m. on September 2, 2025 at Town Hall, 5583 Main Street, Williamsville, New York 14221 by the Town Board of the Town of Amherst pursuant to Section 1411 of the Not-for-Profit Corporation Law to consider a proposed sale of real property located at 330 Maple Road (SBL No. 55.03-1-10) to the Town of Amherst Development Corporation. At the time and place stated above, all interested members of the public shall be heard.

Dated: August 18, 2025

Francina J. Spoth
Town Clerk

SBB:EAB

c: Tim Koller, Deputy Town Clerk (**Agenda Item – August 18, 2025**)

8/18/2025
Consent

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

4. Resolution 2025-709

PSA for 772 North Forest Road and 385 and 391 Maple Road

AGENDA ITEM: AUGUST 18TH, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 13, 2025**

RE: **Resolution Approving an Agreement of Purchase and Sale for the Disposition of Real Property Commonly Known as 772 North Forest Road and 385 and 391 Maple Road, formerly Westwood Country Club (CRS #5772)**

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

WHEREAS, the Town of Amherst, New York (the "Town") obtained title to certain real property located at 772 North Forest Road and 385 and 391 Maple Road, formerly known as Westwood Country Club (the "Property") with the intention to redevelop it into a world class park; and

WHEREAS, the preservation, protection, development, and proper use of recreation facilities in the Town of Amherst and County of Erie for the benefit of the public and promoting the health, safety, and general welfare of the community is a matter of great interest to its residents; and

WHEREAS, the Town has secured grant funding from New York State to design and construction certain recreational amenities, including an inclusive playground, and has agreed to use its best efforts to utilize the grant funding for substantially the same purpose as described in the grant application until and unless the grant is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made (the "Town Project"); and

WHEREAS, the Property is currently identified and classified by the New York State Department of Environmental Conservation ("NYSDEC") with an administrative classification as a "P Site" pursuant to 6 NYCRR Part 375-1.7(a)(4) and is the subject of an Order of Consent and Administrative Settlement executed by the Town (the "P-Order"); and

WHEREAS, the P-Order provides a mechanism for the NYSDEC to provide oversight for any necessary investigation or remediation of the Property and for the provision of a regulatory release as relates to any identified contamination, or lack thereof; and

WHEREAS, the Town and the County of Erie (the "County") now desire to partner in the redevelopment of the Property into a County park (the "Project"), including the restoration of nine holes of the historic former Willowdale golf course and the transformation

of the remainder of the Property into a passive park open for the enjoyment of all residents of the Town and the County (the "County Project"); and

WHEREAS, the Town is agreeable to transferring all its right, title and interest in and to the Property in exchange for the County assuming all responsibilities for the Property including all costs of the County Project as well as all capital and operating expenses going forward, with the exception of the Town Project; and

WHEREAS, the Town and County desires that the County join as an additional party under the P-Order; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (SEQRA) and the implementing regulations at 6 N.Y.C.R.R. Part 617 (the "Regulations") the Erie County Legislature, acting as Lead Agency through the Department of Environment and Planning, issued a Negative Declaration for the Project, finding that the Project will not have a significant adverse impact on the environment and that a Draft Environmental Impact Statement need not be prepared;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Amherst as follows:

. The Town Board sets a public hearing on the proposed transfer of the Property to the County of Erie to be held on September 2, 2025 at 7:00 p.m. at Town Hall, 5583 Main Street, Williamsville, New York 14221.

2. That the Town Board approves the attached Agreement of Purchase and Sale, subject to the Public Hearing, and thereafter authorizes and directs the Town Supervisor to execute the same on behalf of the Town, pending successful completion of the Contract Routing System (CRS).

SBB:EAB
c: Tim Koller, Deputy Town Clerk (w/ attachments **Agenda Item – August 18, 2025**)

8/18/2025
Consent

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

5. Resolution 2025-710

IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773)

AGENDA ITEM: AUGUST 18TH, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 13, 2025**

RE: **Resolution Approving an Intermunicipal Agreement for the Redevelopment, Operation and Management of Real Property Commonly Known as 772 North Forest Road and 385 and 391 Maple Road, formerly Westwood Country Club (CRS # 5773)**

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

WHEREAS, the Town of Amherst, New York (the "Town") obtained title to certain real property located at 772 North Forest Road and 385 and 391 Maple Road, formerly known as Westwood Country Club (the "Property") with the intention to redevelop it into a world class park; and

WHEREAS, the preservation, protection, development, and proper use of recreation facilities in the Town of Amherst and County of Erie for the benefit of the public and promoting the health, safety, and general welfare of the community is a matter of great interest to its residents; and

WHEREAS, the Town has secured grant funding from New York State to design and construct certain recreational amenities, including an inclusive playground, and has agreed to use its best efforts to utilize the grant funding for substantially the same purpose as described in the grant application until and unless the grant is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made (the "Town Project"); and

WHEREAS, the Property is currently identified and classified by the New York State Department of Environmental Conservation ("NYSDEC") with an administrative classification as a "P Site" pursuant to 6 NYCRR Part 375-1.7(a)(4) and is the subject of an Order of Consent and Administrative Settlement executed by the Town (the "P-Order"); and

WHEREAS, the P-Order provides a mechanism for the NYSDEC to provide oversight for any necessary investigation or remediation of the Property and for the provision of a regulatory release as relates to any identified contamination, or lack thereof; and

WHEREAS, the Town and the County of Erie (the "County") now desire to partner in the redevelopment of the Property into a County park (the "Project"), including the restoration of nine holes of the historic former Willowdale golf course and the transformation of the remainder of the Property into a passive park open for the enjoyment of all residents of the Town and the County (the "County Project"); and

WHEREAS, the Town is agreeable to transferring all its right, title and interest in and to the Property in exchange for the County assuming all responsibilities for the Property including all costs of the County Project as well as all capital and operating expenses going forward, with the exception of the Town Project; and

WHEREAS, the Town and County desire that the County join as an additional party under the P-Order; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (SEQRA) and the implementing regulations at 6 N.Y.C.R.R. Part 617 (the "Regulations") the Erie County Legislature, acting as Lead Agency through the Department of Environment and Planning, issued a Negative Declaration for the Project, finding that the Project will not have a significant adverse impact on the environment and that a Draft Environmental Impact Statement need not be prepared; and

WHEREAS, the Town and County, pursuant to General Municipal Law Sections 119-o and 244-b and otherwise, have the municipal powers to design, improve and maintain property for recreational purposes for the benefit of the public they serve and to enter into joint agreements for the same; and

WHEREAS, the Town and the County have entered into an Intermunicipal Agreement dated January 18, 2023 and amended on June 25, 2024 (hereinafter collectively the "Initial IMA") which was created to allow the County to provide financial assistance in the cost of planning, design and engineering expenses related to the creation of the Project; and

WHEREAS, the Town and County wish to commence the Project as soon as reasonably possible for the benefit of their taxpayers by agreeing to allow the County to develop, operate, and manage the County Project pending the Public Hearing for the determination on the acquisition of the park and the proposed transfer of ownership of the Property to the County pursuant to the Purchase Agreement between them. and

WHEREAS, to accomplish the moving forward with the creation of the park the Town and the County have agreed to enter into a new Intermunicipal Agreement between them that sets forth the Parties rights and obligations, including, but not limited to, the County commencing the redevelopment of the park as soon as reasonably possible at the County's expense.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Amherst as follows:

1. The Town Board authorizes and directs the Town Supervisor to execute the new Intermunicipal Agreement on behalf of the Town, pending successful completion of the Contract Routing System (CRS).

SBB:EAB
c: Tim Koller, Deputy Town Clerk (w/ attachments **Agenda Item – August 18, 2025**)

8/18/2025
Consent

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

6. Resolution 2025-711

Request for Public Hearing - a Local Law Amending Chapter 4, Administration of Government

AGENDA ITEM – AUGUST 18TH, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 6, 2025**

RE: **Request For Public Hearing**
A Local Law Amending Chapter 4, Article 4 of the Code of the Town of Amherst, Administration of Government

Kindly adopt a resolution to set a Public Hearing for September 15, 2025 at 7:00 p.m. regarding the amendment of the above section of the Town Code.

The final version of this Local Law will be distributed to the Town Board at least ten (10) days prior to the Public Hearing. A final version will also be provided to the Town Clerk for inclusion in the September 15th Town Board agenda.

Thank you.

SBB:NMB:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item – August 18, 2025**)

8/18/2025
Consent

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

7. Resolution 2025-712

Getzville Fire Company Refinancing - Tax-Exempt Bonds - Appointment of Hearing Officer

AGENDA ITEM – AUGUST 18, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 6, 2025**

RE: **Getzville Fire Company Financing**
Renovation of Firehouse – Tax-Exempt Borrowing ($3.5M)
Appointment of Hearing Officer

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

WHEREAS, the Getzville Fire Company has requested a tax-exempt borrowing in the amount of $3,500,000 for the purpose of renovating its firehouse; and

WHEREAS, the principal will be financed over fifteen (15) years; and

WHEREAS, the Internal Revenue Code 26 USC 150(a)(1) identifies the proposed fire company borrowing as a "bond;" and

WHEREAS, for purposes of this part of the Internal Revenue Code the term "bond" includes any obligation; and

WHEREAS, the loan from Fire Star to the fire company is an obligation; and

WHEREAS, the Town does not guarantee the obligation through this approval; and

WHEREAS, Getzville Fire Company is holding their Public Hearing on August 28, 2025;

BE IT RESOLVED that the Town Board appoints Travis Smith as the Hearing Officer for the purposes of this borrowing; and

BE IT FURTHER RESOLVED that the Town Clerk is directed to post the Notice of Public Hearing on the Town website to inform Town residents at least 7 days before the hearing date; and

BE IT FURTHER RESOLVED that the Hearing Officer will provide a Report by to be adopted by the Town Board at its meeting on September 4th, 2025; and

BE IT FURTHER RESOLVED that at the time that the Report is submitted by the Hearing Officer, the Town Supervisor, with authorization from the Town Board, will issue the requested approval.

SBB:NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item – August 18, 2025**)
Travis Smith, President, Getzville Fire Company (*w/attachment,* **Via E-Mail**)
Brad Pinsky, Esq., Counsel to Getzville Fire Company (*w/attachment,* **Via E-Mail**)
Mark Butler, Esq. (*w/attachment,* **Via E-Mail**)

8/18/2025
Consent

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

B. TOWN CLERK:

1. Resolution 2025-713

Amusement License for Community Bank

Request by Community Bank for a First-Class Amusement License to hold an outdoor event at 3150 Sheridan Dr. on Saturday, August 16, 2025 from 12pm - 3pm.

Supervising Code Enforcement Officer recommends a fee of $25.00

The following conditions apply:

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

8/18/2025
Consent

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

2. Resolution 2025-714

New Firefighter for Getzville Fire Company

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

Aileen Stewart
85 Penny Lane
Amherst, NY 14228

8/18/2025
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 2025-715

Utility Gas Line Upgrade - Senior Center CRS #5763

WHEREAS, the Facilities/Building Maintenance Department received a quote on July 11, 2025 for Utility Gas Line Improvements at the Amherst Senior Center; and

WHEREAS, National Fuel responded with a quote for gas line improvements as per the attached invoice;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to approve this expenditure with National Fuel in the amount of $17,311.00; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign approve this expenditure with National Fuel and

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Contract Routing System.

8/18/2025
Consent

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

E. CENTRAL ALARM:

1. Resolution 2025-716

Contract for Central Alarm & Police Recording Equipment CRS #5761

Request the supervisor to sign the annul software agreement with Wilmac Technologies, the sole source provider of the software and support service for the recording equipment used by the Central Alarm Office and Amherst Police for telephone and radio communication.

8/18/2025
Consent

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

F. COMPTROLLER:

1. Resolution 2025-717

Budget Transfers and Amendments

For August 18, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 08/13/2025
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***
N2440.02401 AMH HOME- Interest $170.00	N2440.4000 Contractual $170.00

To recognize Community Development program income from 12 Thornwood, Cheektowaga.

N2441.02785 AMH 1st Time Homebuyer- PI $4,500.00 N2441.4000 Contractual $4,500.00
N2454.02785 HOME Admin- PI $500.00 N2454.4003 10% Admin $500.00
To recognize Community Development program income from 51 Margaret, Amherst.

8/18/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-718

Award Bid #2025027 Motorola Radio Replacements & Service - CRS #5747

WHEREAS, the Contract Compliance and Administration Department received bids on July 24, 2025 for Motorola Radio Replacements & Service for the Water Pollution Control Facility; 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 Saia Communications; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Saia Communications.

8/18/2025
Consent

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

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2. Resolution 2025-719

Approve Proposal from Tronconi Segarra & Associates for Accounting Assistance in the Comptroller's Office - CRS #5751

WHEREAS, the Town Comptroller's Office is currently short-staffed and without a Deputy Comptroller, while the existing Deputy is acting as the Interim Comptroller; and

WHEREAS, additional assistance is needed to perform general accounting duties and to work on special projects on an as-needed basis; and

WHEREAS, proposals were solicited from three different accounting firms to provide such services, and were reviewed by the Director of Finance, Interim Comptroller, and Human Resources Deputy Director;

NOW, THEREFORE, BE IT RESOLVED, the proposal from Tronconi Segarra & Associates is hereby approved; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the proposal from Tronconi Segarra & Associates pending successful completion of the contract routing process due to the fact that the Comptroller's office is currently short-staffed.

8/18/2025
Consent

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

3. Resolution 2025-720

Award Bid #2025028 Pentair-Myers Submersible Pumps & Service - CRS #5758

WHEREAS, the Contract Compliance and Administration Department received bids on July 31, 2025 for Pentair-Myers Submersible Pumps & Service; and

WHEREAS, the bid process resulted in responses from one (1) vendor as per the attached bid tabulation form;

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Fluid Kinetics, Inc.

8/18/2025
Consent

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

4. Resolution 2025-721

Amendment to Bid #2025018 Police Vehicles - CRS #5762

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2025018 for Police Vehicles on May 27, 2025 (RES-2025-511) to Delacy Ford (Original CRS #5551); and

WHEREAS, the bid tab has been amended to delete trade in vehicle #102;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the award for Bid #2025018 for Police Vehicles to reflect the Net Bid Amount changing from $342,596.00 to $336,096.00, pending successful completion of the contract routing process, due to the fact that one of the trade in vehicles was totaled (car 102) and can no longer be traded in.

8/18/2025
Consent

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

5. Resolution 2025-722

Award RFP #202505 Cafe' Operations at the Amherst Center for Senior Services - CRS #5769

WHEREAS, proposals were received on July 10, 2025 for RFP #202505 Cafe' Operations at the Amherst Center for Senior Services; and

WHEREAS, one (1) proposal was received and evaluated by Town representatives. There is no scoring sheet, as there was only one proposal submitted; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to Legacy Hospitality & Entertainment Group LLC; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Legacy Hospitality & Entertainment Group LLC.; and

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

8/18/2025
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2025-723

Award of Bid – Pineview Drive Waterline Replacement Project 2025 – 2030 CIP Project E-4 T.O.A. Project No. 2016.061

On August 11, 2025 bids were received for the above referenced project. After review of the five (5) bids received (bid tabulation attached), we recommend award of this contract to E&R General Construction Inc., 38 Saint David's Dr., West Seneca, NY 14224, in the amount of $475,961.00. This project shall replace the existing waterline and services from Creekside Drive to North French Road.

Funding for this contract shall be from project account KP2513.4972.

Thank you for considering this request.

8/18/2025
Consent

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

2. Resolution 2025-724

Award of Bid – Cimarand Drive Waterline Replacement Project 2025 – 2030 CIP Project E-4 T.O.A. Project No. 2025.014

On August 7, 2025 bids were received for the above referenced project. After review of the six (6) bids received (bid tabulation attached), we recommend award of this contract to Fairway Contracting, P.O. Box 352, Orchard Park, NY 14127, in the amount of $937,062.13, to include the base bid and Alternate 1. This project shall replace the existing waterline and services from Hopkins Road to Southwedge Drive, including Cimarand Court.

Funding for this contract shall be from project account KP2513.4972.

Thank you for considering this request.

8/18/2025
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 2025-725

Extension of Wellness Program Contract - CRS #5745

WHEREAS, CHC Wellbeing, Inc. has agreed to extend the Wellness Program Contract (Original CRS #2988) as per the terms of the original agreement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with CHC Wellbeing, Inc. for the period of January 1, 2026 through December 31, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with CHC Wellbeing, Inc.

8/18/2025
Consent

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

2. Resolution 2025-726

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective August 19, 2025, Temporary, $16.00 ph, Step 1 for Cristy Chowaniec.

8/18/2025
Consent

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

3. Resolution 2025-727

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective August 19, 2025, Temporary, $15.50 ph, Step 1 for Sarah Syracuse.

8/18/2025
Consent

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

4. Resolution 2025-728

School Crossing Guard - PT/Police Department

Please appoint a School Crossing Guard - PT to the Police Department. Effective August 19, 2025, Temporary, $16.10 ph for Kim Alexander-Thomson.

8/18/2025
Consent

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

5. Resolution 2025-729

School Crossing Guard - PT/Police Department

Please appoint a School Crossing Guard - PT to the Police Department. Effective August 19, 2025, Temporary, $15.50 ph for Steven Dunn.

Contingent upon completing all pre-employment requirements.

8/18/2025
Consent

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

6. Resolution 2025-730

Lieutenant of Detectives/Police Department

Please appoint a Lieutenant of Detectives to the Police Department. Temporary, effective August 19, 2025 at an annual salary of $111,766 for Thomas Brown.

This is a promotion for an employee currently serving as Police Lieutenant.
Replacing an employee who was promoted.

8/18/2025
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 2025-731

Sidewalk Waiver Request - SWW-2025-02; 1101 Niagara Falls Boulevard

Sidewalk Waiver Request, SWW-2025-02, for property located at 1101 Niagara Falls Boulevard (SBL# 67.06-1-38). Issac Development, Petitioner.

RESULT:	**WITHDRAWN**

2. Resolution 2025-732

To Authorize the Town Supervisor to Sign Grant Application Materials and Submit an Application to the New York State Affordable Housing Corporation Not to Exceed $300,000 in Funding for a Housing Rehabilitation Matching Grant to Assist Target Neighborhoods

WHEREAS, the New York State Affordable Housing Corporation will be accepting applications for grant funding for housing rehabilitation loans in 2025, and

WHEREAS, said funds can be used in conjunction with Community Development Block Grant and HOME Investment Partnership Grant funds administered by the Town to assist low and moderate income homeowners, and

WHEREAS, the Planning Department has prepared an application for submission to the NYS Affordable Housing Corporation for said funds, NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Amherst authorizes the Supervisor to sign said application and any related documents, and submit same to the New York State Affordable Housing Corporation for a grant not to exceed $300,000 with a local match of $200,000 for housing rehabilitation loans for low and moderate income homeowners, and BE IT

FURTHER RESOLVED, that a copy of this resolution be forwarded to State Senator Sean Ryan and State Assemblywoman Karen McMahon.

8/18/2025
Consent

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

Q. POLICE:

1. Resolution 2025-733

Edward Byrne Memorial Justice Assistance Grant Agreement (CRS #5741) Crisis Intervention Program New York State Division of Criminal Justice Services (NYSDCJS)

TOWN BOARD AGENDA ITEM: AUGUST 18, 2025

TO: **Town Board**

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

RE: **Edward Byrne Memorial Justice Assistance Grant Agreement (CRS #5741): Crisis Intervention Program New York State Division of Criminal Justice Services (NYSDCJS)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and the New York State

Division of Criminal Justice Services (NYSDCJS) with regard to the above-entitled matter. This grant agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: August 18, 2025**)

8/18/2025
Consent

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

2. Resolution 2025-734

Digital Surveillance Solutions (DSS) (CRS #5770) Northtown Center Analog Camera Replacements

TOWN BOARD AGENDA ITEM: AUGUST 18, 2025

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS #5770)**
Northtown Center Analog Camera Replacements

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 18, 2025)**

8/18/2025
Consent

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2025-735

Memorandum of Understanding Peanut Line Parallel Interceptor Sewer Project CRS #5765

The Engineering Department requests the Town Board to approve the above Memorandum of understanding in regards to the Peanut Line Parallel Interceptor Sewer Project. For several years the Town of Amherst, Town of Clarence, and Erie County Sewer District (ECSD) No. 5 have discussed implementation of the "Peanut Line Parallel Interceptor Sewer Project", which consists of approximately 3,000 linear feet of new 24-inch diameter pipe, manholes, a new chamber, flow measuring devices, and other appurtenances installed from Transit Road to Paradise Road in the Town of Amherst. This project would increase sewer capacity to accommodate future sanitary demand within various areas in the Town of Clarence and ECSD No. 5, as well as provide surcharge relief in the Town of Amherst's existing Dodge Road Interceptor sewer. The "Peanut Line Parallel Interceptor Sewer Project" is expected to be bid in 2026.

With the current engineer's cost estimate for "Peanut Line Parallel Interceptor Sewer Project" of approximately $5,200,000, the cost share would be $1,040,00 for the Town of Amherst with the balance paid by Town of Clarence and ECSD No. 5.

This project is currently identified in the 2025-2030 CIP with Amherst's cost share to be paid by Sewer District bonds.

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

Thank you for considering this request.

8/18/2025
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 2025-736

Sheltering Agreement - Transit Middle CRS #5750

Authorize the Town Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Williamsville Central School District for emergency sheltering use of the Clearfield Community Center.

8/18/2025
Consent

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

2. Resolution 2025-737

North Amherst Recreation Center - Lighting Upgrade - CRS #5732

Authorize the Supervisor to sign an Energy Initiative Agreement between the Town of Amherst (Youth & Recreation Department) and National Grid. This Energy Initiative agreement is in connection with a lighting upgrade at the North Amherst Recreation Center. A waiver of insurance requirements is requested as this is a reimbursement only contract and National Grid will not enter the premises.

8/18/2025
Consent

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

3. Resolution 2025-738

Clearfield Community Center Lighting Upgrade - CRS #5733

Authorize the Supervisor to sign an Energy Initiative Agreement between the Town of

Amherst (Youth & Recreation Department) and National Grid. This Energy Initiative agreement is in connection with a lighting upgrade at the Clearfield Community Center. A waiver of insurance requirements is requested as this is a reimbursement only contract and National Grid will not enter the premises.

8/18/2025
Consent

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

4. Resolution 2025-739

Sheltering Agreement - Casey Middle CRS #5768

Authorize the Town Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Williamsville Central School District for emergency sheltering use of the North Amherst Recreation Center.

8/18/2025
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 2025-80

Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive

Letter from Sean Hopkins, Esq. requesting the Town Board to table the issuance of a decision during its August 18th meeting until the September 15th meeting.

8/18/2025
Referred to Town Attorney and Planning

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

2. Communication 2025-81

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

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

8/18/2025
Referred to Town Attorney and Planning

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

3. Communication 2025-82

Correspondence from Joe Voytovich - Sidewalks

Letter from Joe Voytovich regarding the sidewalks at 2365 Sweet Home Road.

8/18/2025
Referred to Town Attorney, Planning, Highway, Engineering and Traffic & Safety

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

4. Communication 2025-83

Notice of Claim: Progressive A/S/O Nicole M Heckler Vs. Town of Amherst

8/18/2025
Referred to Town Attorney

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

5. Communication 2025-84

Notices of Petition to Review Tax Assessments

The following Notices of Petition to Review Tax Assessments were received at the Town Clerk's office:

Autozone Inc #6497
Public Storage a/k/a Storage Equities, Inc.
Public Storage, Inc.
Public Storage Prop VI
Juri Properties LLC
Robert Marin & Celeste de Schulthess Marin Family Trust
Amherst Station II LLC
Taksum Associates LLC; Architectural Elements LLC
Nathaniel P. Billings
76 Brice Landing LLC
Clover Communities Sweethome, LLC
Dipaola Properties LLC
Sheridan Center LLC
11 Sean Riley Ct LLC
Parashar & Bhatnagar LLC & Akash Parashar
WNY Real Estate Group Equities III, LLC & WNY Real Estate Group LLC
Reist Street Realty, LLC
Amherst II VF LLC
FCJA, LLC
John F. Gowen III
Jens Ponikau & Ragna Ponikau
Mohammad Qasaymeh
1185 Sweet Home Road (NY)
SEC Main Union Associates, LLC
Trancom, LLC
Blvdcon, LLC
4575 Main Street LLC

570 DAB 3, LLC
Delta Sonic Car Wash Systems, Inc.
MMAC HT II Amherst NY, LLC
570 Associates XVIII, LLC
Donna Warzala
Amherst NY Properties KP6 LLC
Aldi Inc. (New York)
Amherst Care Group LLC & Sunshine Retirement Living LLC
200 Bassett Road, LLC, 245 Bassett Road, LLC, 111 Saint Gregory Court, LLC & 4459 Bailey Avenue, LLC
Amherst Lodging Partners LLC
Christopher O'Brien
3D Partners LLC
Thomas M. Mercure
Neil Cuomo
440 LeBrun Road LLC
Larry J Skerker & Catherine K Skerker
Park Place Condominium
Lamplighter Condominium
Mill Manor Condominium
Pomeroy Lane Condominium
Beacon Park Condominium
Nottingham Village East Condominium
Nottingham Village Condominium
Sunmist Square Condominium
Interwest Holding I LLC
2150 Wehrle Drive LLC
One John James Holdings LLC
Getzville Plaza 2006 LLC
ALS Main & Transit LLC; The Plaza at Transit LLC
335 GB LLC; Anthony B. Habib & Becky A. Machado & Amelia J. Habib
Park Lane Court by Noah Yellen
Nicholas Ingold
68 Forestglen LLC
Amherst Medical Park Inc
Jemal's Boulevard LLC
296 Main, LLC
Christopher Ritter & Vivian L. Lindfield
Yunus Kumek & Nabawia Osman; Colorful Flowers LLC; Calm Rose LLC
MPD Development LLC; David Sutton & Kristine Sutton; Sutton Property Development LLC; 261 Cadman Drive LLC; 5409 Associates LLC; California Drive LLC; David J Sutton

8/18/2025
Referred to Town Attorney

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

6. Communication 2025-85

Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.

8/18/2025
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 8:53 PM.

The following speakers addressed the Town Board:
Chris Drongosky, Mill St - Westwood
Joe Voytovich, 35 Bucyrus Dr - Resolution 2025-731
Julie Van Lente, 116 Parkwood Dr - Burroughs Road construction
Jina Gentry, 65 Bissell Dr - Westwood
Mary Dormer, Getzville - Westwood
Jane Cox, 4584 Harlem Rd - Resolution 2025-719
John Trabert, 234 Mt Vernon Rd - Resolution 2025-704
Don Smith, 201 N Long St - benefits to residents

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 9:15 PM.

XVIII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 2 unlisted items. The motion was seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was opened at 9:15 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 9:16 PM.

1. Resolution 2025-740

Travel Request

SUSPENSION AGENDA ITEM: August 18, 2025

TO: Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: August 15, 2025

RE: Suspension Item for Town Board meeting of 8/18/25

Authorize Youth and Recreation Department Employees, Roseanne McCarthy and Anne Rohrer, to attend the CADCA Mid-Year Training Institute in Nashville, TN from 7/20/25 through 7/24/25.

This training is REQUIRED as a condition of CRS #5034, approved via RES 2024-720 on September 3, 2024.

8/18/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-741

Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond Remediation CRS #5780

SUSPENSION AGENDA ITEM : AUGUST 18TH, 2025

TO: Town Board

FROM: Steven B. Bengart, Esq., Town Attorney

DATE: August 18, 2025

RE: Creek Bend Estates Pond Remediation:
Temporary Ingress, Egress & Access Agreement – (CRS #5780)

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement for remediation work pertaining to the Creek Bend Estates pond remediation, pending successful completion of the CRS.

Thank you.

SBB:rms
c: Tim Koller, Deputy Town Clerk (**Agenda Item – August 18, 2025**)

8/18/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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 August 18, 2025 was adjourned at 9:16 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30771 **RESOLUTION 2025-701** **ADOPTED**

WPCF Equipment and Vehicles (Bond Resolution - $250,000)

AGENDA ITEM : AUGUST 18TH, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 8, 2025**

RE: **Engineering Equipment and Vehicle Bond**
2025-2030 CIP Project No. S-2
Bond Resolution - $250,000

The above-referenced matter is scheduled for a Public Hearing on August 18, 2025 at 7:00 p.m. In this regard, kindly adopt a resolution authorizing the adoption of the attached bond documents **once the Public Hearing has been deemed closed**.

For ease of reference and to provide detailed information regarding the bond action, also attached is the Map Plan and Report for the project.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item – August 18, 2025**)
Jennifer Adams, CPA, Interim Town Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Dan Howard, Director of Planning *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachments*)
Vaishali Reberholt, PE, Assistant Town Engineer (*w/attachments*)

8/18/2025
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.

Jeffrey Burroughs, Town Engineer, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:05 PM.

A motion to adopt the Bond Resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

Bond Resolution - $250,000

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

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the County of Erie, New York

August 18, 2025

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on July 7, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board Members:	Shawn Lavin, Deputy Supervisor/Councilman Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

The Supervisor stated that a public hearing had been called for this meeting at the Town Hall, 5583 Main Street, Williamsville, New York, at 7 o'clock P.M. (Prevailing Time) to consider the increase and improvement of facilities of the Town's Consolidated Sanitary Sewer District (the "District"), consisting of the acquisition of a 2026 Freightliner Sludge Truck, at the estimated maximum cost of $250,000 (2025 CIP Project No. S-2), as described in a memorandum dated June 27, 2025 prepared by the Town Engineering Department; and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law. The Town Clerk presented affidavits

Attachment: CertExMins (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

showing that the Notice of said public hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

The Supervisor stated that the hearing in the said matter was now open and asked if there were any interested persons present who desired to be heard. The following persons appeared in favor of such increase and improvement of facilities of said District.

The following persons appeared in opposition to such increase and improvement of facilities:

The Supervisor inquired as to whether there were any other persons present who wished to be heard. No one appeared, whereupon the Supervisor declared the public hearing closed.

Attachment: CertExMins (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed Extract of Minutes of a meeting of the Town Board of said Town of Amherst duly called and held on August 18, 2025, has been compared by me with the original minutes as officially recorded in my office as Town Clerk, and is a true, complete and correct copy thereof and of the whole of said original minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 18th day of August, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertExMins (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

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

June 27, 2025

MEMORANDUM

To: Brian J. Kulpa, AIA – Town Supervisor

From: Jeffrey S. Burroughs, P.E. - Town Engineer

Re: 2025 CIP Project S-2 Equipment & Vehicle Bond: $250,000

Please accept this memorandum outlining the Engineering Department's 2025 Equipment Bond purchase.

WPCF – G9916	**Est. Cost**	**PPU**	**Purchase Justification**
2026 Freightliner Sludge Truck	$ 248,750	15 Yr.	Replace E16-15 (2016 Kenworth)
Legal/ Administration	$ 1,250		
Total Bond Amount:	$ 250,000 (Sewer Fund)		

Consolidated Sanitary Sewer District Tax Impact:

Annual Tax Impact:	$0.0011 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$0.3899 per $346,000 AV at 100% Equalization

SEQR:

N/A (Equipment Purchase)

cc: Jacqualine Berger – Councilmember/Liaison
Steven Bengart – Town Attorney
Lynda Juul – Finance Director
Jennifer Adams - Comptroller

Attachment: MPR 2025 S-2 Plant Vehicles (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

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

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

At a meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 18th day of August, 2025.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilwoman
Deborah Bruch Bucki, Councilwoman
Shawn Lavin, Councilman
Michael R. Szukala, Councilman

In the Matter

of the

Increase and Improvement of Facilities of the Consolidated Sanitary Sewer District, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

---

Offered by: _____

Seconded By: _____

RESOLUTION AND
ORDER AFTER PUBLIC
HEARING

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer"), to prepare a memorandum dated June 27, 2025, for the increase and improvement of facilities of the Town's Consolidated Sanitary Sewer

Attachment: CertResoAfterPH (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

District (the "District"), consisting of the acquisition of a 2026 Freightliner Sludge Truck, at the estimated maximum cost of $250,000 (2025 CIP Project No. S-2) required in connection therewith as described in said report; and

WHEREAS, the Engineer has estimated that the cost of such increase and improvement of facilities shall be $250,000 and said memorandum has been filed with the Town Board; and

WHEREAS, the Town Board adopted an Order describing in general terms the proposed increase and improvement of such facilities, specifying the estimated cost thereof, and stating the Town Board would meet to hear all persons interested in said increase and improvement of facilities on August 18, 2025 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

WHEREAS, a Notice of such public hearing was duly published and posted pursuant to the provisions of Article 12 of the Town Law; and

WHEREAS, such public hearing was duly held by the Town Board on the 18th day of August, 2025 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the project described herein may have on the environment and has determined that such project is a Type II project which will not result in any significant adverse environmental impacts, pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5;

Attachment: CertResoAfterPH (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

Now, therefore, be it

DETERMINED, that it is in the public interest to increase and improve the facilities of the District as hereinabove described, at the estimated total cost of $250,000; and it is hereby

ORDERED, that the facilities of the District shall be so increased and improved and that the Engineer shall prepare plans and specifications and make a careful estimate of the expense of said increase and improvement of such facilities and, with the assistance of the Town Attorney, shall prepare a proposed contract for such increase and improvement of facilities of the District, which plans and specifications, estimate and proposed contract shall be presented to the Town Board as soon as possible; and it is hereby

FURTHER ORDERED, that the expense of said increase and improvement of facilities shall be financed by the issuance of $250,000 bonds of the Town, and the cost of said increase and improvement of facilities, including payment of principal of and interest on said bonds, shall be paid by the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and it is hereby

FURTHER ORDERED, that the Town Clerk record, or cause to be recorded, a certified copy of this Resolution and Order After Public Hearing in the office of the Clerk of Erie County within ten (10) days after adoption thereof.

DATED: August 18, 2025

(SEAL)

TOWN BOARD OF THE TOWN OF AMHERST

Attachment: CertResoAfterPH (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

The adoption of the foregoing Resolution and Order was duly put to a vote on roll call, which resulted as follows:

Supervisor Brian J. Kulpa	voting_____
Deputy Supervisor/Councilman Shawn Lavin	voting_____
Councilwoman Jacqualine Berger	voting_____
Councilwoman Angela Marinucci	voting _____
Councilman Michael R. Szukala	voting _____

The Resolution and Order were declared adopted.

Attachment: CertResoAfterPH (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution and order of the Town Board of said Town adopted at a meeting duly called and held on August 18, 2025, has been compared by me with the original resolution and order as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution and order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 18th day of August, 2025.

(SEAL)

Town of Amherst

_____

Francina J. Spoth, Town Clerk

Attachment: CertResoAfterPH (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED AUGUST 18, 2025, APPROPRIATING $250,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF THE TOWN'S CONSOLIDATED SANITARY SEWER DISTRICT, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF $250,000 TO FINANCE SAID APPROPRIATION

Offered by: _____

Seconded By: _____

Recital

WHEREAS, following preparation of a memorandum and estimate of cost for the increase and improvement of facilities of the Consolidated Sanitary Sewer District (the "District"), in the Town of Amherst (herein called the "Town"), in the County of Erie, New York, and after a public hearing duly called and held on August 18, 2025, the Town Board of the Town determined that it is in the public interest to increase and improve the facilities of the District, and ordered that such facilities be so increased and improved;

Now, therefore, be it

RESOLVED BY THE TOWN BOARD OF THE TOWN OF AMHERST, IN THE COUNTY OF ERIE, NEW YORK (by the favorable vote of not less than two-thirds of all the members of said Board) AS FOLLOWS:

Section 1. The Town hereby appropriates the amount of $250,000 for the increase and improvement of facilities of the District, consisting of the acquisition of a 2026

Attachment: CertBondReso (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

Freightliner Sludge Truck, at the estimated maximum cost of $250,000 (2025 CIP Project No. S-2) in connection therewith, as described in a memorandum dated June 27, 2025 prepared by the Town Engineering Department. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $250,000. The plan of financing includes the issuance of $250,000 bonds of the Town to finance said appropriation and the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same.

Section 2. Bonds of the Town are hereby authorized to be issued in the principal amount of $250,000 pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Section 3. The following additional matters are hereby determined and stated:

(a) The period of probable usefulness of the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 28 of the Law, is fifteen (15) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Attachment: CertBondReso (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

(c) The proposed maturity of the serial bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes issued in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and the renewals of said bond anticipation notes, and as to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Attachment: CertBondReso (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish the foregoing bond resolution, in summary, in *"The Amherst Bee,"* a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication, together with the Town Clerk's statutory notice in the form prescribed by Section 81.00 of the Local Finance Law of the State of New York.

Attachment: CertBondReso (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

The adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Supervisor Brian J. Kulpa	voting_____
Deputy Supervisor/Councilman Shawn Lavin	voting_____
Councilwoman Jacqualine Berger	voting_____
Councilwoman Angela Marinucci	voting _____
Councilman Michael R. Szukala	voting _____

The Resolution was declared adopted.

Attachment: CertBondReso (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on August 18, 2025, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 18th day of August, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertBondReso (RES-2025-701 : WPCF Equipment and Vehicles (Bond Resolution - $250,000))

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30781 **RESOLUTION 2025-702** **DECISION DATE**

2577 Millersport Highway Rezoning

Request to rezone 2577 Millersport Highway from NB to GB.

8/18/2025
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 7:06 PM.

Attorney Jeffery Palumbo presented.

The following individual spoke:
Melissa Semidey Finley, Esq. on behalf of the Collins Court Neighborhood

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the September 15th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:19 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 9/15/2025 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 August 18, 2025

August 8, 2025

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

Subject: Request to rezone 1.41± acres of land from Neighborhood Business District (NB) to General Business District (GB); property located at 2577 Millersport Highway, Jefferey Palumbo Petitioner. (**Z-2025-02**).

Honorable Members:

The subject property is a 1.41± acre trapezoidal parcel that has 191.24± ft of frontage along Millersport Highway and a depth of 468.59± ft. The property is located on the East side of Millersport Highway approximately 180± feet north of the intersection of Campbell Boulevard/Stahl Road/Millersport Highway.

Millersport Highway is a New York State highway, designated as a major arterial in Figure 9 of the Town of Amherst Bicentennial Comprehensive Plan.

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

The purpose of this request to allow the petitioner to redevelop an existing vacant commercial restaurant building into a quick-service drive-through restaurant.

The subject site was zoned Neighborhood Business District (NB) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

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 Chapter 5 (Economic Development) in that the development will maintain the Town's tax base. Additionally, the subject request is consistent with Chapters 6-Transportation and 7-Infrastructure as the proposed development would not significantly alter traffic patterns and would not stress existing storm or waste water services.

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.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

Honorable Town Board

Rezone 1.41± acres of land from NB to GB;
property located at 2577 Millersport Highway
Agenda of August 18, 2025

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The mixed nature of the surrounding development indicates that the proposed commercial dining with quick-service drive-thru would be a compatible use at this location. The site is situated adjacent to an auto dealership located to the north and to the west zoned Commercial Services District (CS), General Business (GB), and New Community District (NCD). To the south is commercial retail zoned NB. To the east is a single-family subdivision zoned residential District Three (R-3). The existing building is proposed to be redeveloped to include a 13-car drive-thru stacking lane with landscape screening along the south and west property lines.

ADEQUATE SERVICES AND UTILITIES

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

RECOMMENDATION

The Planning Board at their meeting of June 26, 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 subject to a condition that the easterly proposed green space remain as a greenspace buffer in perpetuity. The limits of the buffer were not quantified by the Board and should be established if the condition is imposed. It is this departments recommendation that a minimum of a 50foot buffer be established and that it be deed restricted to greenspace and landscaped area only.

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/JQ/ac
Att.
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_TB_Letter_08182025.docx
cc: Steven B. Bengart, Town Attorney
Jeffrey D. Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031
Patrick Sheedy, JR., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203
Jonathan Bevilacqua, Bevilacqua Development, 9332 Transit Road, Suite B, Amherst, NY 14051

Planning Board Approval June 26, 2025
Ayes 4; Noes 1 (Gill); Absent 2 (Kahn, Raffaele)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2025-02

PETITIONER

Bevilacqua Development
c/o Jeffery Palumbo, Esq.
Block, Longo, LaMarca & Brzezinski, P.C.
9276 Main Street, Suite 3
Clarence, NY 14031

PROPERTY LOCATION

2577 Millersport Highway

JUL 3 2025 AM

WHEREAS the Town of Amherst Planning Board on Thursday, June 26, 2025 held a public hearing on the proposed rezoning of land from Neighborhood Business District (NB) to General Business District (GB), and

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

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

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

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

B. 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 because the parcel is developed.

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-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2025-02

PETITIONER

Bevilacqua Development

PROPERTY LOCATION

2577 Millersport Highway

JUL 3 2025 AM 4

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, subject to the easterly proposed green space remaining as a greenspace buffer in perpetuity.

The foregoing resolution was adopted by the Town of Amherst Planning Board, June 26, 2025; moved by Penberthy; seconded by Davis; ayes 4; noes 1 (Gill); absent 2 (Kahn, Raffaele).

Michael J. Chmiel, Planning Board Chair

7/2/25
Date

DU/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_resolution_06262025.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Jeffery Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

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

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	_____
2 – 20 ACRES **$1,250 + $250/acre or fraction thereof over 2 acres** (fractions of an acre to be counted as 1 acre)		_____
21 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 21 acres** (fractions of an acre to be counted as 1 acre)		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres** (fractions of an acre to be counted as 1 acre)		_____
Request for Relief of / Change to Conditions of Zoning Approval	**$1,200.**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	_____
	TOTAL FEE:	**$** _____

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-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Jeffery D. Palumbo, Esq. for Bevilacqua Development, LP

Address: 9276 Main Street, Suite 3

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

Phone: (716) 317-0629 Fax (716) 854-0059

E Mail: jpalumbo@blockandlongo.com

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

From: Neighborhood Business (NB) District

To: General Business (GB) District

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

2577 Millersport Hwy, Amherst, NY 14068

SBL #: 41.15-1-18

4. **Area of land to be rezoned** (in acres): 1.41 acres

5. **Owner of Land:**

Name: ANTHONY J SCIOLI III

Address: 115 Golden Pheasant Dr .

Getzville (City) NY (State) 14068 (Zip Code)

Phone: (716) 433-4747

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

Name: Jeffery D. Palumbo, Esq.

Address: 9276 Main Street, Suite 3

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

Phone: (716) 317-0629 Fax

E Mail: jpalumbo@blockandlongo.com

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

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

X Option to purchase
_____ 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)
Anthony J. Scioli III, landowner

9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.** See Exhibit A (Survey)

10. **Said property has the following deed restrictions or covenants:** (attach copy)
Liber _____ Page _____

11. **Information on proposed project:**

A. Description of the character of the proposed development:
A modern, quick-service coffee restaurant serving customers in both an indoor cafe area and via a drive-through. The coffee restaurant will utilize the existing building footprint and add a drive-through lane with order board. Significant vegetative screening is planned as a buffer for surrounding properties.

B. Rationale for rezoning request:

1. Why was this site chosen? (1) Prime location on a major thoroughfare (2) Suitability for quick-service coffee with drive-through. The business model depends on the ability to serve customers rapidly during peak morning hours. (3) Consistency with surrounding commercial development with drive-thrus; (4) Existing restaurant use on the site

2. Why cannot land be used with the existing zoning?
Drive-thrus are not permitted in the NB zoning district, despite the site's close proximity to the GB District directly across Millersport Hwy and to another drive-thru at Burger King less than 500 feet away, also located in the NB district.

3. How will this rezoning impact surrounding properties? Positively, as it will provide additional options for amenities to a commercial area and create jobs. Any impacts resulting from the new land use are mitigated by screening and by its similarity to neighboring uses.

4. How will this rezoning impact the school system? Increase tax revenue, no increase in demand on the school system.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

12. Quantitative Data:

A. Total # of dwelling units: 0

B. Distribution of dwelling units by type: N/A

C. Gross Residential Density per acre: N/A

D. Total amount of Open Space: 0.5 acres +/-

E. Proposed Non-Residential Floor Area: 3,100 sq. ft.

13. Development Schedule:

Start: Q3 2025

Finish: Q4 2025

Stages (# of): 1

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

The quick-serve coffee restaurant will be sold or leased to the final operator.

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

The 30-foot green space buffer on the east end of the parcel, which will be improved with additional landscaping, is required to remain in place by a prior condition of approval.

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.

Please comprehensive plan consistency statement attached hereto as Exhibit B.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway 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.
   None in the Comprehensive Plan. The Zoning Map will need to be amended.

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

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 Available on site.
3. Water Available on site.
4. Other

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
The proposed zoning and land use are in harmony with the surrounding land commercial uses, several of which also include restaurants and drive-thrus, and in harmony with the GB district directly across Millersport Hwy.

D. Suitability of the subject property for uses permitted by the current versus the proposed district: While previously utilized successfully as a restaurant under the current NB (Neighborhood Business) zoning, operating a competitive quick-service restaurant at this location now requires a drive-through due to market trends, indicating the property's functional suitability aligns better with the uses permitted in the GB district.

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:
The proposed rezoning facilitates the revitalization of this existing commercial property, allowing a use better aligned with evolving commercial market trends along a major thoroughfare. This aligns with the Town's Comprehensiv Plan objectives to encourage reinvestment in older commercial corridors and redevelop underutilized properties for economically viable purposes, thereby helping to maintain a strong commercial base. (Section 3.3.2)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

17. The petitioner encloses herewith the sum of $ 1,265 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 16 *day of* May, 20 25

Notary Public, Erie County, New York

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

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

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

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

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

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

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

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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway 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:
Proposed Drive-Thru

Project Location (describe, and attach a location map):
2577 Millersport Highway [SBL: 41.15-1-18]

Brief Description of Proposed Action:
Proposed rehabilitation of the existing 3,000 sf restaurant building on site to include the installation of a drive-thru with associated site improvements including removal of the rear parking area to accommodate the drive-thru lane.

Name of Applicant or Sponsor:	Telephone: 716-691-7444
Bevilacqua Development, L.P.	E-Mail: jbevilacqua@bdvlp.com

Address:
9332 Transit Road, Suite B

City/PO:	State:	Zip Code:
East Amherst	NY	14051

	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: ECDOH	☐	☑

3. a. Total acreage of the site of the proposed action? 1.4 acres
   b. Total acreage to be physically disturbed? 0.3 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.4 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-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations? [a restaurant is a permitted use, a restaurant with drive through is not in the NB zoning district. Refer to variance application]	☐	☑	☐
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-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway 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 runonff is conveyed to the existing storm sewer system on site, which ultimately connects to the public storm sewer on Millersport Hwy		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

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

Applicant/sponsor/name: Patrick Sheedy Jr, PE - Carmina Wood Design Date: 11/27/24

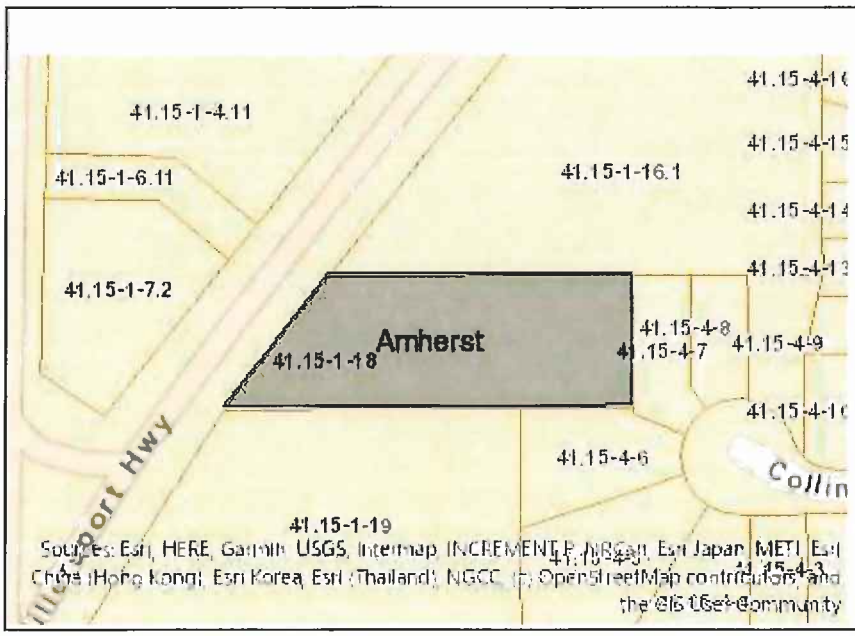
Signature: Title: engineer on behalf of the applicant

PRINT FORM

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

EAF Mapper Summary Report

Wednesday, November 27, 2024 12:13 PM



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



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-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

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
Cosad loamy fine sand	✔				

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:
1.4 acres [2577 Millersport Hwy]

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 51
Source: ITE trip generation

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:

1,375 average flow 6,050 peak flow.

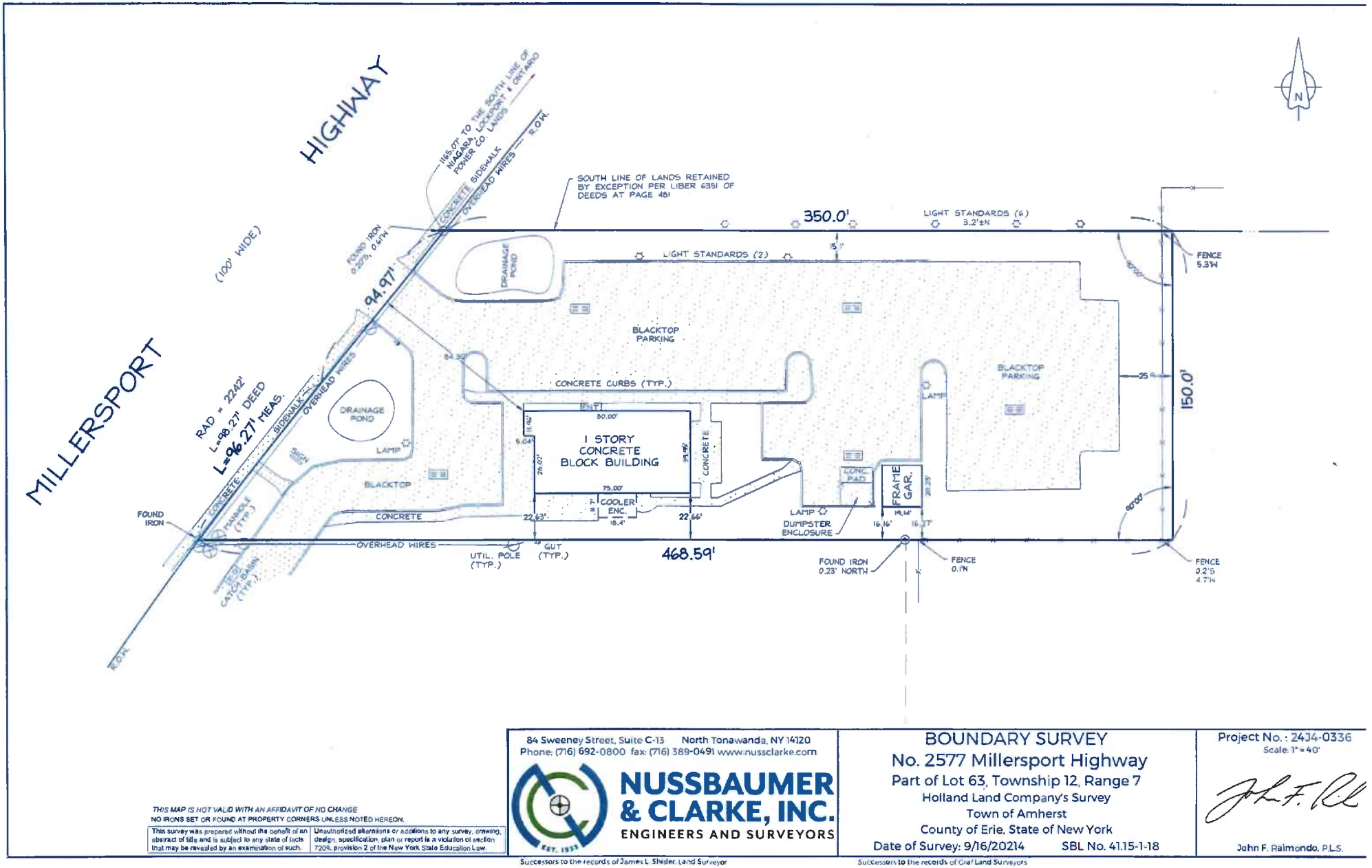
(Please note that average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

EXHIBIT A

BOUNDARY SURVEY



84 Sweeney Street, Suite C-13 North Tonawanda, NY 14120
Phone: (716) 692-0800 fax: (716) 389-0491 www.nussclarke.com
NUSSBAUMER & CLARKE, INC.
ENGINEERS AND SURVEYORS
EST. 1933
Successors to the records of James L. Shisler, Land Surveyor
Successors to the records of Graf Land Surveyors

THIS MAP IS NOT VALID WITH AN AFFIDAVIT OF NO CHANGE
NO IRONS SET OR FOUND AT PROPERTY CORNERS UNLESS NOTED HEREON.

This survey was prepared without the benefit of an abstract of title and is subject to any state of facts that may be revealed by an examination of such.

Unauthorized alterations or additions to any survey, drawing, design, specification, plan or report is a violation of section 7209, provision 2 of the New York State Education Law.

BOUNDARY SURVEY

No. 2577 Millersport Highway
Part of Lot 63, Township 12, Range 7
Holland Land Company's Survey
Town of Amherst
County of Erie, State of New York
Date of Survey: 9/16/20214 SBL No. 41.15-1-18

Project No.: 24J4-0336
Scale: 1" = 40'

John F. Raimondo, P.L.S.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

EXHIBIT B

COMPREHENSIVE PLAN & ZONING CONSISTENCY STATEMENT

Block, Longo, LaMarca
& Brzezinski, P.C.
ATTORNEYS | SINCE 1933

9276 Main Street, Ste. 3
Clarence, NY 14031
P (716) 320-3150
F (716) 854-0059

MEMORANDUM

TO: Members of the Amherst Planning Board

FROM: Jeffery D. Palumbo, Esq.

DATE: May 9, 2025

RE: Comprehensive Plan & Zoning Consistency Statement
Rezoning 2577 Millersport Hwy from NB to GB

I. Consistency with the Comprehensive Plan

The proposed rezoning of the property at 2577 Millersport Highway from Neighborhood Business (NB) to General Business (GB) is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan (the "Plan"). The Plan is intended as a policy guide for managing growth and change, including rezoning requests, and explicitly aims to achieve **revitalized older neighborhoods and commercial corridors** (Section 2.3, Page 2-6) (Section 3.2, Page 3-4) (Section 11.2, Page 11-3). A key objective of the Land Use and Development Element is to **advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses** (Section 3.2, Policy 3-9, Page 3-16).

The former owner of the facility, previously a Nina's Custard restaurant without a drive-through, has stated in his letter to the ZBA dated March 19, 2025 (attached hereto as **Exhibit 1**), that the property is functionally obsolete as a quick-service restaurant without a drive-through due to market trends. The proposed GB zoning, permitting a quick-service restaurant with a drive-through as of right, aligns with the Plan's intent to enable **reinvestment and economically viable uses** on existing commercial sites (Section 3.2, Policy 3-9, Page 3-16) (Section 11.4, Page 11-9), thereby contributing to the Town's strong commercial base by helping to sustain the nonresidential tax base (Section 5.0, Overview, Page 5-1) (Section 11.4, Page 11-9). Policy 3-15 explicitly states that **rezonings should help implement Comprehensive Plan policies, such as advancing the revitalization of underutilized or obsolescent properties** (Policy 3-9). While the Plan references areas along Millersport Highway, its broader goals for revitalizing commercial corridors (Section 2.3, Page 2-5) (Section 3.2, Page 3-4) and enabling economically viable uses on underutilized properties (Section 3.2, Policy 3-9)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

support the proposed zoning change at this location on a major commercial suburban thoroughfare to facilitate needed reinvestment (Section 2.3, Page 2-5).

Additionally, Figure 6, the Conceptual Land Use Plan, clearly places the subject parcel's location in a "Commercial / Mixed Use" area. The Plan categorizes commercial areas by "form" (Traditional or Suburban) and "type" (Center or Corridor), recognizing that these areas require different approaches to revitalization and development (Section 3.3.2, Page 3-33) (Section 3.3.2, Page 3-36). The proposed rezoning of 2577 Millersport Highway from NB to GB is consistent with the "suburban" form of commercial development envisioned in the Plan for several reasons.

Millersport Highway, as a major thoroughfare (Source 4), aligns with the description of a "suburban corridor" (Section 3.3.2, Page 3-38) (Section 6.2, Page 6-8) (Section 130) that is often **automobile-oriented** (Section 3.3.2, Page 3-33) (Section 130) and may have **larger parcels connected by higher speed thoroughfares without many walkable connections** (Section 3.3.2, Page 3-34) (Section 90). Moreover, the subject site is part of the "Getzville Plaza" under the Conceptual Land Use Plan (Figure 6-A), which is classified as a "**Suburban Center**." A key objective of the Plan for these Suburban Centers and Corridors is **revitalization through reinvestment, redevelopment, or retrofitting existing buildings/sites** (Section 3.3.2, Page 3-33). The proposed GB zoning allows a quick-service restaurant with a drive-through as of right, which the former owner suggests is a necessary adaptation due to current market trends for the property to be economically viable. This directly supports the Plan's policy to **advance the redevelopment and revitalization of underutilized or obsolescent properties for economically viable uses** (Section 3.2, Policy 3-9) (Section 11.4) within these corridors, contributing to the maintenance of a strong commercial base (Section 5.0, Overview, Page 5-1) (Section 11.4).

Furthermore, the Plan suggests that **"land intensive commercial uses that include automobile-related uses"** should be located within existing centers along arterial and collector highways designated as suburban and commercial corridors (Section 3.3.2, Page 3-43). A quick-service restaurant with a drive-through is an automobile-oriented use, making its location on Millersport Highway, a major suburban arterial in a "Commercial" area (Figure 6) and a "Suburban Center" (Figure 6-A), highly consistent with this guidance. While the Plan does indicate a desire to **reduce future new commercial development** in some areas along Millersport Highway north of North French Road (Section 3.3.2, Page 3-43), the subject property is located south of this area, where the focus is on **reinvestment and revitalization of existing commercial sites** (Section 2.3) (Section 3.2) (Section 11.2). The presence of multiple drive-through facilities nearby (Burger King at 2515 Millersport Hwy and Tim Hortons at 2290 Millersport Hwy) further indicates that this type of facility is consistent with the existing character of this specific suburban commercial corridor segment of Millersport Highway and the Getzville Plaza suburban center.

II. Consistency with the Zoning Ordinance Intent & Objectives (Sec. 1-2-2)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

The proposed rezoning of the property at 2577 Millersport Highway from NB (Neighborhood Business) to GB (General Business) to allow a quick-service restaurant with a drive-through facility is consistent with the stated "Intent and Objectives" of the Town of Amherst Zoning Code, as outlined in Section 1-2-2.

The purpose of the Zoning Ordinance is to promote the public health, safety, convenience, comfort, prosperity, and general welfare by regulating land use in districts **generally consistent with the policies of the Comprehensive Plan**. Section 1-2-2 lists specific objectives to achieve this purpose.

Several of these objectives are advanced by the proposed rezoning:

- **Objective 1-2-2(A):** "To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development". The property is located in a commercial area on a major thoroughfare. Rezoning from NB to GB allows a quick-service restaurant with a drive-through as of right. The former owner indicated the property is functionally obsolete as a quick-service restaurant without a drive-through in the current market. Permitting a drive-through is argued to be necessary for the business's economic viability, thereby enabling the "beneficial development" of this commercial property and allowing it to remain competitive within the commercial corridor and contribute to maintaining the Town's strong commercial base. While there is a debate about whether adding a drive-through to an existing restaurant is a change in essential use or an operational modification requiring a use or area variance respectively vs, the rezoning to GB resolves this by permitting the specific type of establishment outright, facilitating its "orderly and beneficial development" within a district where this type of commercial activity is intended.

- **Objective 1-2-2(K):** "To guide the future development of the town so as to bring about the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan". The Comprehensive Plan is intended to guide development and decision-making, including rezoning requests. The Plan's policies aim to achieve **revitalized older neighborhoods and commercial corridors** and **advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses** (Policy 3-9, Page 3-26). The proposed rezoning facilitates the redevelopment of an underutilized, obsolete commercial property into an economically viable use, which is consistent with the Plan's policies for reinvestment and revitalization in commercial corridors. Millersport Highway is recognized as a suburban corridor where **land intensive commercial uses that include automobile-related uses** are appropriate in designated locations. The rezoning enables such an automobile-oriented use on an existing commercial site, aligning future development on this property with the Plan's vision for suburban commercial corridors.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

- **Objective 1-2-2(L):** "To accomplish the specific intents and goals set forth in the introduction to the respective sections". This refers to the underlying goals of the different zoning districts and Plan elements. By allowing a competitive and economically viable commercial use (restaurant with drive-through) in a commercial district on a major corridor, the rezoning supports the broader goal of maintaining a **strong tax base** and ample economic opportunities, which is a specific intent of the Zoning Ordinance and Comprehensive Plan.

While other Zoning objectives like providing adequate open space, preventing overcrowding, and protecting neighborhood character are also listed, these aspects relate more directly to the specific **site design** and would be addressed during the Site Plan Review process following a rezoning. The rezoning itself, by moving the property to the GB district where a drive-through restaurant is a permitted use, allows the applicant to pursue a project deemed economically necessary and consistent with the type of development envisioned for suburban commercial corridors in the Comprehensive Plan, thereby aligning the property's potential use with the broader intent of the Zoning Code to guide beneficial commercial development consistent with the Plan.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

EXHIBIT 1

Letter from former Owner of 2577 Millersport Hwy (Nina's Custard)

March 19, 2025

Town of Amherst Zoning Board of Appeals
5583 Main Street
Williamsville, New York 14221

Anthony Scioli III.
5780 South Transit Road
Lockport, New York 14094

To Whom it May Concern:

I have owned and operated Nina's Custard at 2577 Millersport Highway since 1990. This past year, we made the difficult decision to close the restaurant due to increasing challenges in competing with modern quick-service establishments that offer drive-thru service. The trend in the food service industry has shifted away from dine-in options for fast-casual restaurants, as many families are often on the go and prefer the convenience of drive-thru service.

Based on my experience, I believe it would be extremely difficult for any operator to successfully run a restaurant at this location without a drive-thru facility. Several competing businesses in the immediate vicinity have drive-thru service, putting this property at a disadvantage. Looking back, I regret not incorporating a drive-thru when I originally built the restaurant, as it would have allowed us to remain competitive with newer establishments along Millersport Highway.

The property has ample green space and a substantial buffer from nearby residential areas. Additionally, the traffic impact of a drive-thru would be minimal compared to the approximately 18,000 vehicles that already travel along Millersport Highway daily. Without the ability to add a drive-thru, the building's functional use will likely become obsolete.

For these reasons, I respectfully request that you consider this letter in support of a variance to allow a drive-thru facility at this location.

Sincerely,

Anthony Scioli III

Anthony Scioli III.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

EXHIBIT C

DRAFT LOCAL LAW

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway 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 2577 MILLERSPORT HWY, AMHERST, NY 14068 FROM NB TO GB AND TO AMEND THE ZONING MAP ACCORDINGLY.

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 2577 MILLERSPORT HWY, AMHERST, NY 14068 from NB to GB zoning and 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 2577 MILLERSPORT HWY, AMHERST, NY 14068 from NB to GB zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from NB to GB the zoning of _____, **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-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway 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

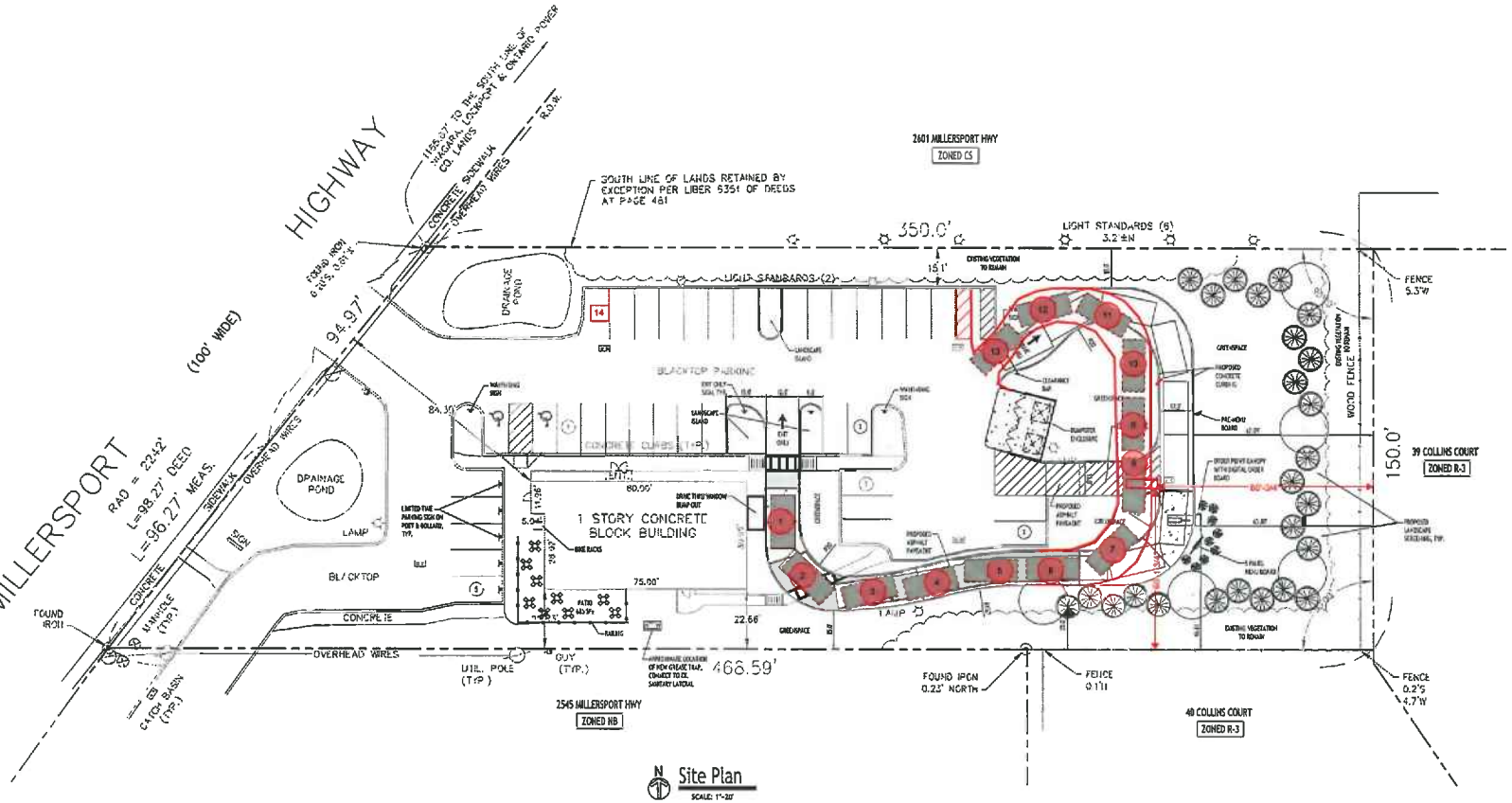
X:\Current_Planning\Files\Rezonings\Fonns\Local Law (Master).doc

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

EXHIBIT D

SITE DRAWINGS
(SUBJECT TO SITE PLAN APPROVAL AFTER REZONING)



© CARMINA WOOD DESIGN

Site Data

SITE AREA = 1.4 AC±
ZONED: MX (MCKINLEY WOOD BUSINESS DISTRICT)
USE: PROPOSED DINE-THRU RESTAURANT

SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	20 FT.	94.30 FT. MIN. (EL.)
FRONT (FROM ℄ OF MILLERSPORT HWY)	145 FT.	134.30 FT. MIN. (EX.)
SIDE (ABUT. RES./ NON-RES.)	15 FT. / 40 FT.	23.83 FT. MIN. (EX.)
REAR (ABUT. RES./ NON-RES.)	30 FT. / 15 FT.	> 30 FT. (EX.)
SETBACKS - PARKING		
FRONT	20 FT.	> 20 FT.
SIDE (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	25.0 FT. MIN.
REAR (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	> 25 FT.
TOTAL VEHICLE SPACES	14	36
DRIVE THRU STACKING	10	15
LOCATION OF SPEAKER FROM RES.	100 FT.	46.84 FT. *
GREENSPACE		
INTERIOR PARKING GREENSPACE:	5% (0.035 AC)	> 5%
OVERALL:	N/A	> 10%

*VARIANCE REQUIRED

PARKING CALCULATION (per Section 203-7 F (4))

RESTAURANT
1 space per 3 seats = 35 seats / 3 = 11 spaces
1 space per 100 sf customer area = 1,200 sf / 100 = 15 spaces

TOTAL REQD = 11 + 15 = 14 SPACES REQD

LATEST PROPOSED DRIVE-THROUGH LAYOUT
(SUBJECT TO SITE PLAN APPROVAL AFTER REZONING)

SITE LEGEND
PROPERTY LINE
PROPOSED SIDEWALK / CONCRETE PAD
NUMBER OF PARKING SPACES
PROPOSED SIGN
PROPOSED ACCESSIBILITY CURB CUT RAMP
PROPOSED LIGHT POLE

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

CARMINA WOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

REVISIONS:
No. Description Date
1 Rev. per Town comments 2/7/25

PRELIMINARY
NOT FOR CONSTRUCTION

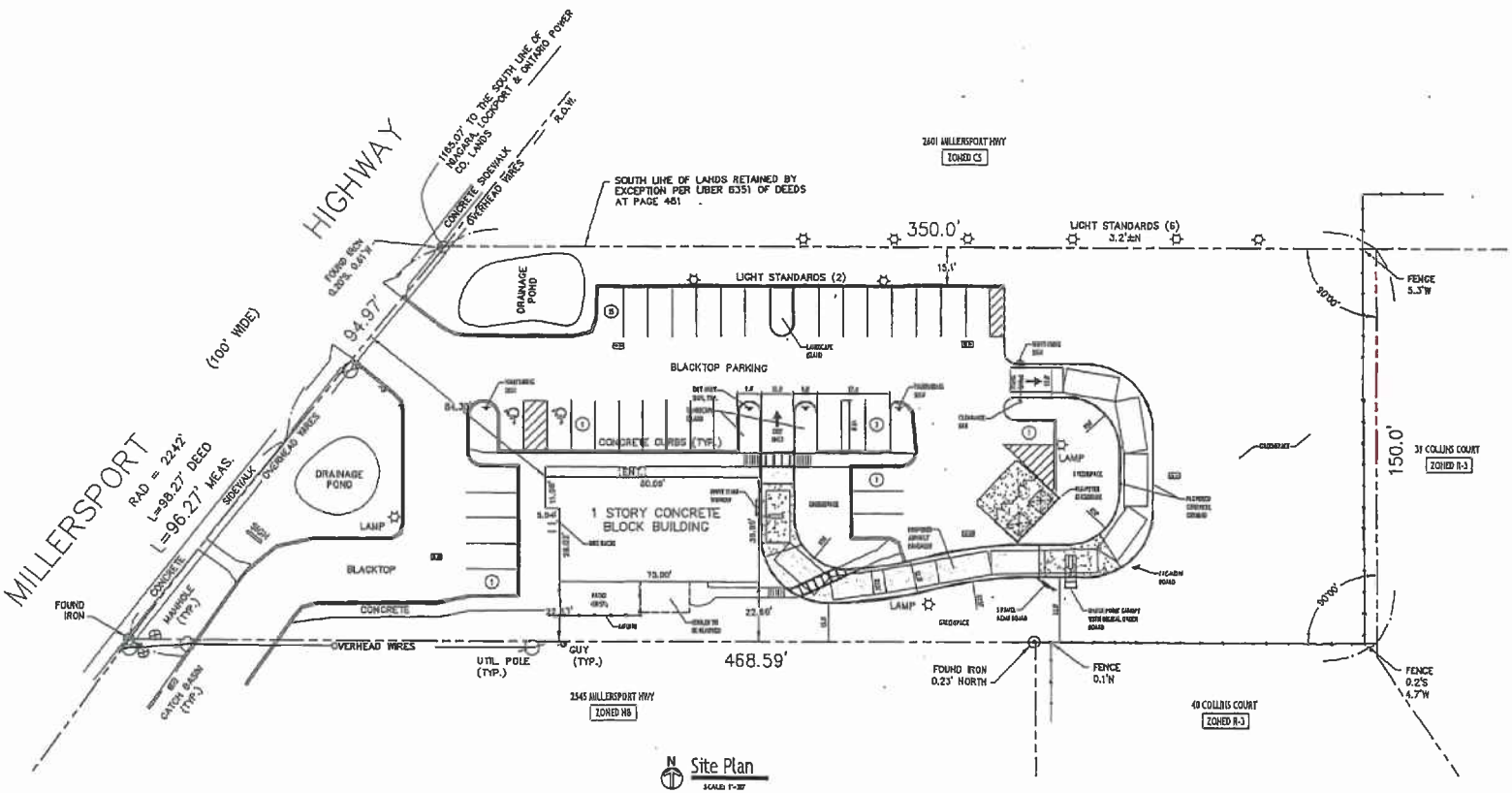
DRAWING NAME:
Site Plan
Concept

Date:
Drawn By:
Scale:

DRAWING NO.
C-100

Project No: 24-4xxx

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)



Site Data		
SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	30 FT.	64.36 FT. (N), 67.2
FRONT STEPS & OF MILLERSPORT HWY	115 FT.	67.2 (N), 69.8
SIDE (NORTH, WEST)	15 FT. / 15 FT.	22.63 FT. (N), 67.2
REAR (NORTH, WEST)	20 FT. / 15 FT.	+ 20 FT.
SETBACKS - PARKING		
FRONT	10 FT.	+ 10 FT.
SIDE (NORTH, WEST)	25 FT. / 15 FT.	25.8 FT. (N),
REAR (NORTH, WEST)	25 FT. / 15 FT.	+ 15 FT.
TOTAL VEHICLE SPACES	3	26
STACKING SPACES	10	12
OPEN SPACE		
EXISTING PAVING (EXCLUDING):	7% (6,870 SQ	16.1% (15,850 SQ
OVERALL:	30%	51.4% (50,770 SQ

PARKING CALCULATION (per Section 103-7-3.4.A)

RESTAURANT

1 space per 3 seats = 44 seats / 3 = 15 spaces

1 space per 300 sf customer area = 2,135 sf / 300 = 10 spaces

ROOM, BOWL + 2 + 1 = 27 SPACES REQD

ORIGINAL SITE PLAN

CARMINAWOOD DESIGN

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

PRELIM
NOT FOR CONSTRUCTION

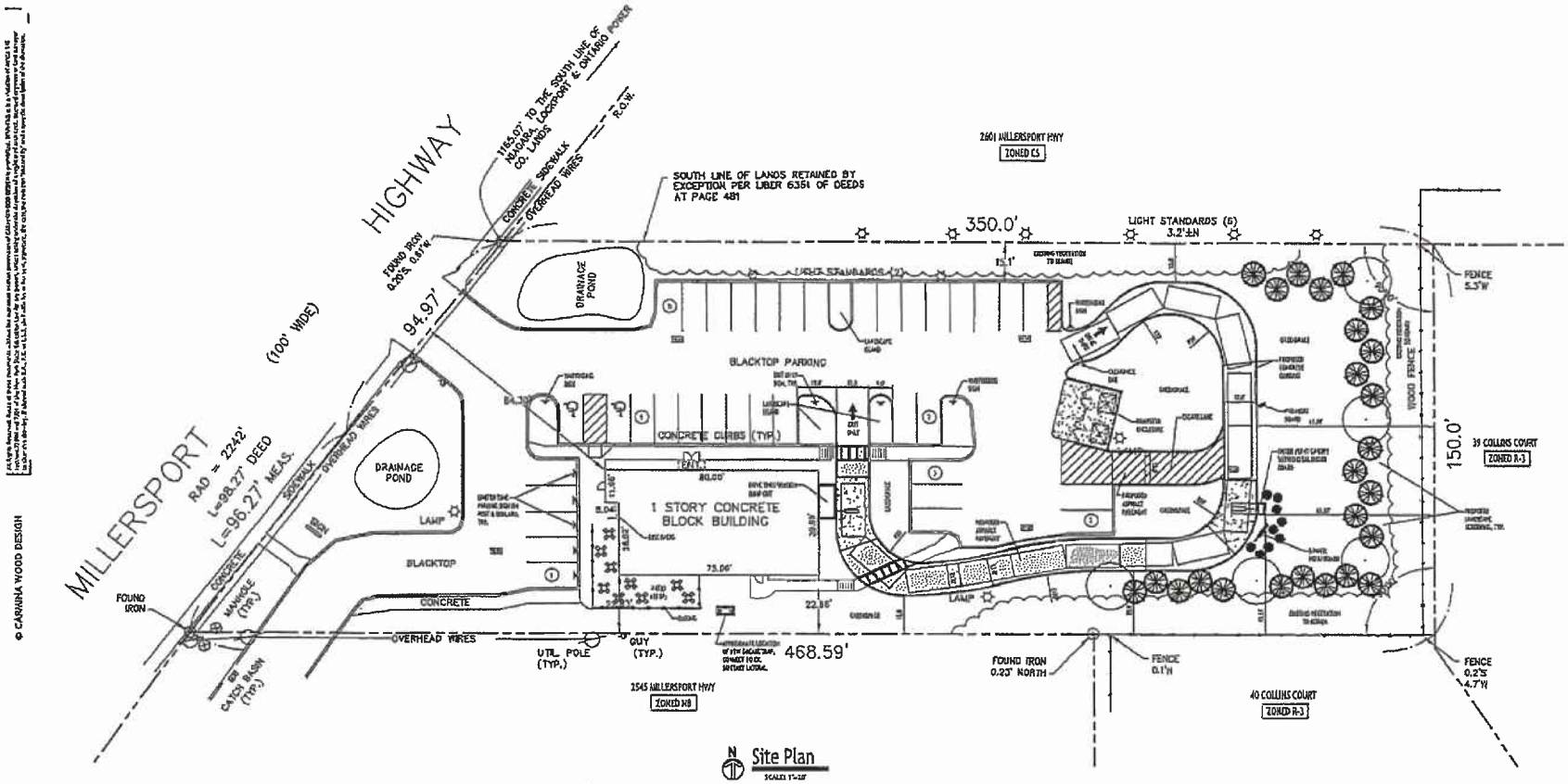
DRAWING NAME:
Site Plan
Concept

DRAWING NO.
C-100

Project No: 24-xxx

© CARMINA WOOD DESIGN

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)



© CARMINA WOOD DESIGN

Site Data

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

EXHIBIT E

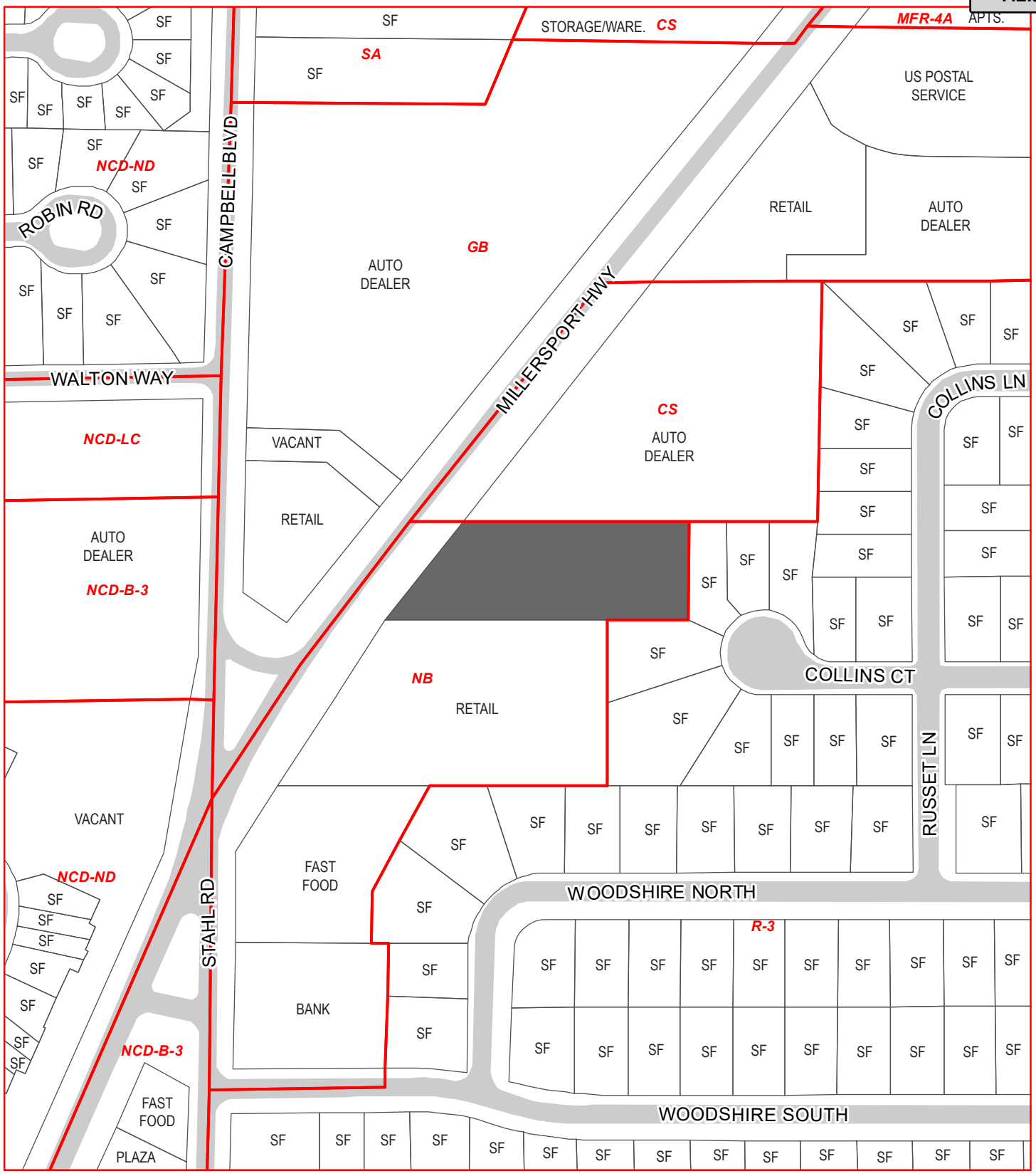
LEGAL DESCRIPTION

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 63, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the southeasterly line of Millersport Highway which is 1165.07 feet southwesterly from the south line of the Niagara, Lockport and Ontario Power Company's lands, said point of beginning also being the point of intersection of the south line of lands retained by Milherst Nurseries, Inc., by exception in a deed recorded in the Erie County Clerk's Office in Liber 6351 of Deeds at Page 481; running thence easterly along the said south line of lands retained by Milherst Nurseries, Inc., 350 feet; running thence southerly at right angles, 150 feet; running thence westerly at right angles, 468.59 feet to the southeasterly line of Millersport Highway; running thence northeasterly along the southeasterly line of Millersport Highway, 98.27 feet to a point of curve, and continuing along said southeasterly line of Millersport Highway, 94.97 feet to the point or place of beginning.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)



Z-2025-02
Request to Rezone 1.41± Acres of Land from NB to GB
Property Located at 2577 Millersport Highway

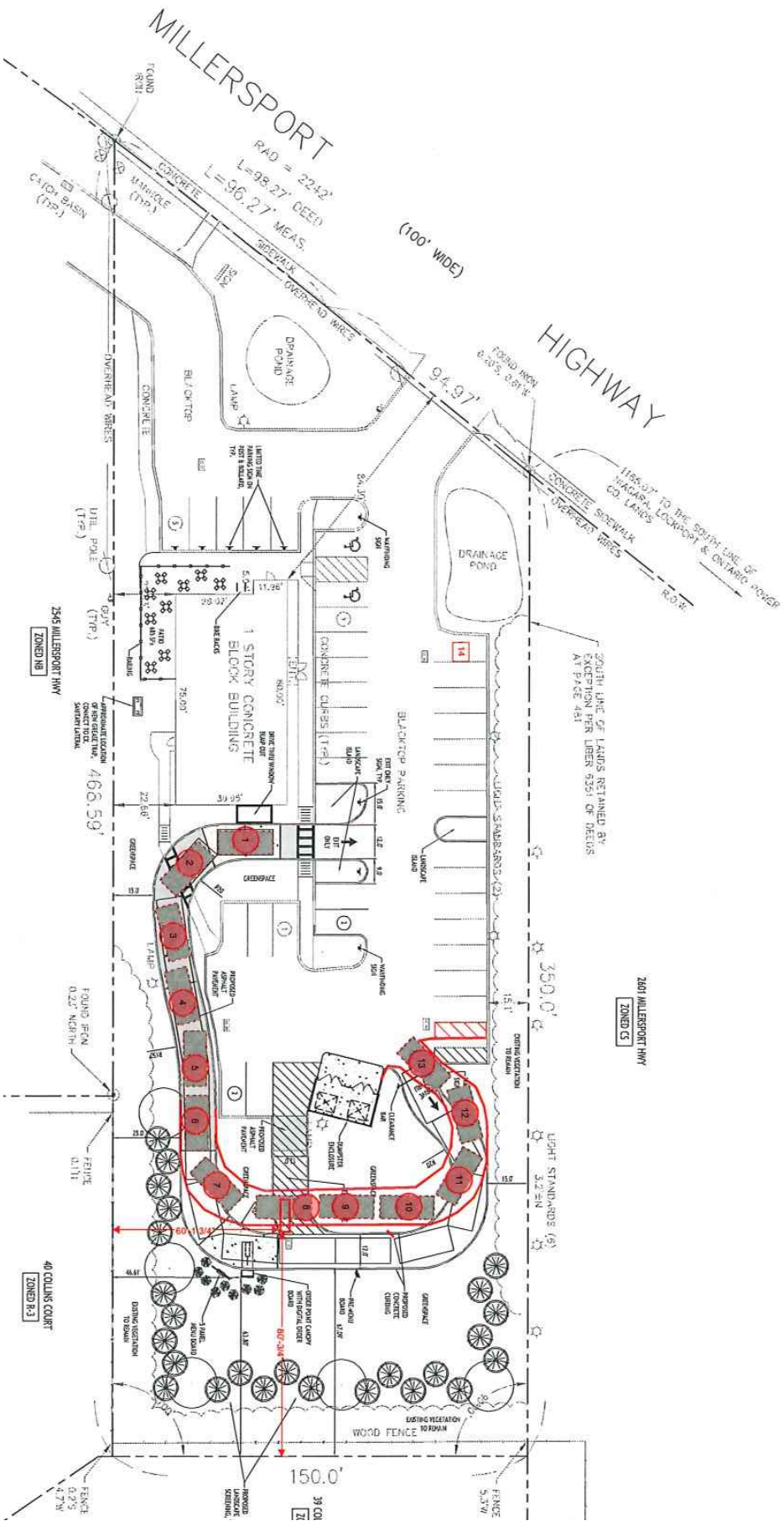
Bevilacqua Development, Petitioner

June 26, 2025

2577 Millersport Highway

Prepared by the Town of Amherst Planning Department

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)



CONCEPT PLAN

Z-2025-02
2577 Millersport Highway
5/16/2025

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)



Z-2025-02
Request to Rezone 1.41± Acres of Land from NB to GB
Property Located at 2577 Millersport Highway

Bevilacqua Development, Petitioner

June 26, 2025

2577 Millersport Highway

Prepared by the Town of Amherst Planning Department

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway 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

June 6, 2025

Jonathan Bevilacqua
Bevilacqua Development, LP
9332 Transit Road, Suite B
Amherst, New York 14051

SUBJECT:	Rezoning Application Review	**Z-2025-02**
	Request:	Rezone 1.41 acres of land from NB to GB
	Property located at:	**2577 Millersport Highway**
	Application received:	May 16, 2025
	Representative:	Block, Longo, LaMarca & Brzezinski, PC

Dear Mr. Bevilacqua,

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. Base on current Town records (as of May 27, 2025) the land owner is Susan Lettieri and not that listed in the application of Anthony J. Scioloi III. Provide a letter from the land owner allowing the application to be filed on their behalf.

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

   - Part 1 item #1 Correct the answer. Requires a local law to amend the sites zoning district.
   - Part 1 item #8 Correct the answer. Site is served by NFTA route 44 bus service.

4. The subject site is located within an archaeologically sensitive area. An archaeological assessment will be required prior to the Town Board making a SEQR determination.

5. Note that any other SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Town Board.

6. 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

DH/SM/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Pln_Dpt_Rvw_06062025.doccc:
cc: Jeffrey D. Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031
Patrick Sheedy, JR., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

Amherst

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

RECEIVED
MAY 20 2025
TOWN OF AMHERST
BUILDING DEPT

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

MEMORANDUM May 19, 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 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
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
JUN 18 2025
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, 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: KRISTA HALT

Signature: Krista Halt **Date:** 6/18/25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

Amherst

Town of Amherst Planning Department — Erie County, New York

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM May 19, 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 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
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 20 2025
TOWN ATTORNEY

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? No

If you do not, briefly state why: Per the response to 12(b) on the short EAF form, we recommend a review of the project by the NYSOPRHP.

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:** 5/21/2025

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

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
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM May 19, 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 Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
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SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 20 2025
TOWN ATTORNEY

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Print Name: Sebastian Oddata, Esq.

Signature: _____ **Date:** 5/21/2025

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway 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 May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
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Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Print Name: Eric Blocher

Signature: _____ **Date:** 5-22-25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

Amherst

1999.072

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

MEMORANDUM May 19, 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 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
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 23 2025
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: None @ 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:** 5/23/25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway 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 Direct

RECEIVED
MAY 20 2025
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM May 19, 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 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)
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Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

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

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

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

Print Name: Doug Gesel

Signature: Doug Gesel **Date:** 5/20/25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

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

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

DO NOT WRITE IN THIS SPACE

Case No.: SP-25-309

Postmark/Delivery Date: 5/20/2025

The proposed action described herein is referred in accordance with the provisions of NYS General Municipal Law §239 l - nn

A Municipal Referral Map is available to help determine whether an applicable action is subject to referral.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

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

2. Hearing Schedule: **Date** _____ **Time** _____ **Location** 5583 Main St., Williamsville

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

4. Action consists of: ☐ New Ordinance ☑ Rezone/Map Change ☐ Ordinance Amendment

☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other: _____

5. Location of Property: ☐ Entire Municipality ☑ Address: 2577 Millersport Highway

5a. S.B.L. of Property: 41.15-1-18

6. Referral required as site is within 500' of: ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located in an Agricultural District

☐ Expressway ☐ County Road ☑ State Highway ☐ Proposed State or County Road, Property, Building/Institution, Drainageway

7. Proposed change or use: *(specify the action, such as the scope of variances or site plans)* Rezone 1.4 acres from NB to GB

8. Other remarks:

9. Submitted by: Town of Amherst Planning Dept. **Email:**

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

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 5/20/2025**. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.**

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Comment on proposed action is attached hereto.**
3. ☐ **The proposed action is subject to review; Recommendation on Proposed Action is attached hereto.**
4. ☑ **No Recommendation; proposed action has been reviewed and determined to be of local concern.**

By the Division of Planning: Dan M. Hall **Date:** 5/20/2025

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

Carrato, Amy

From: dot.sm.r05.SEQR <dot.sm.r05.SEQR@dot.ny.gov>
Sent: Wednesday, June 18, 2025 9:49 AM
To: Fadel, Bryan
Cc: Poodry, Kathryn D. (DOT); Hebert, Kevin P (DOT)
Subject: RE: Request to Rezone 2577 Millersport Hwy. (Z-2025-02) NYSDOT Comments 2025-85

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.

Bryan,

The New York State Department of Transportation (NYSDOT) has reviewed the documentation provided for the quick service coffee drive-thru at 2577 Millersport Hwy 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
- A NYSDOT Highway Work Permit will be required for work located within the State Highway Right-of-Way. More detailed plans will be required for the Highway Work permit application and an additional site engineering review will be performed as part of the Highway Work Permit process. This correspondence does not constitute approval for the purpose of a Highway Work Permit.
    - A separate permit will be required for any sanitary sewer work performed during construction
    - Additional information on permits can be found at: https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/traffic-operations-section/highway-permits
    - Applicant should direct the Highway Work Permit application and/or questions to:
      Erie North County Residency
      Kathryn Poodry
      Assistant Resident Engineer
      New York State Department of Transportation Region 5
      Broadway & Indian Road, Depew, New York 14043
      716-683-3476| Kathryn.Poodry@dot.ny.gov

Alyssa Schoenfeldt

From: Fadel, Bryan
Sent: Tuesday, May 20, 2025 8:26 AM
To: Hall, David (ERIE) ; dot.sm.r05.SEQR
Subject: Re: Request to Rezone 2577 Millersport Hwy. (Z-2025-02)

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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

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

--
Bryan Fadel
Senior Clerk | Town of Amherst Planning Deparment

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway 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: May 21, 2025

SUBJECT: Request to Rezone 1.41±Acres of Land from NB to GB Z-2025-02
Property Location: **2577 Millersport Hwy**
Petitioner: **Jeffery Palumbo**

Assessor agrees with all statements

cc: Jeffery Palumbo, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : 2577 Millersport Highway Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30785 **RESOLUTION 2025-703** **ADOPTED**

SEQR Determination (46, 54, 60, 68, 74 & 84 South Linden Street And former South Linden Street Right-Of-Way, Z-2025-01)

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

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

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

8/18/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [UNANIMOUS]**
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, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Attachment: Z-2025-01_draft TB neg dec_081825 (RES-2025-703 : SEQR Determination - Z-2025-01, 46, 54, 60, 68, 74 & 84 South Linden Street)

D R A F T
(August 18, 2025)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2025-01

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

Date:

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

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

Title of Action: Rezoning Request.

SEQR Status: Unlisted action.

Description of Action: Rezoning of 2.4± acres of land from Residential District Three (R-3) and Community Facilities District (CF) to Multifamily Residential District Five (MFR-5) to allow for the future use and development of the site for a 28-unit townhome development.

Location: 046, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way, Town of Amherst, Erie County, New York

Petitioner: South Linden, LLC.

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Based on the results of the EAF Part 2 and compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 2.4± acres of land from Residential District Three (R-3) and Community Facilities District (CF) to Multifamily Residential District Five (MFR-5) for a proposed 28-unit townhome development. will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on April 8, 2025 reviewed the application and EAF submitted on April 4, 2025 and had no objection to the proposed rezoning and commented that a downstream sewer capacity analysis will be required for any future development of the properties.

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

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on April 8, 2025 reviewed the application and EAF submitted on April 4, 2025 and has no objection or comments on the proposed rezoning.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources. The NYS Office of Parks, Recreation, Historic Preservation has reviewed the Phase IA/IB Archaeological Survey Report prepared for this project (March 2025; 25SR00098). No archaeological sites were identified by the survey and it is the opinion of the NYOPRHP 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.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from R-3 and CF to MFR-5. Neighboring uses are detached single-family residences, two family residences and an American Legion Post and zoned R-3 and CF; therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to MFR-5 for a proposed 28-unit townhome development will not cause a major change in the use of either the quantity or type of energy.

Attachment: Z-2025-01_draft TB neg dec_081825 (RES-2025-703 : SEQR Determination - Z-2025-01, 46, 54, 60, 68, 74 & 84 South Linden Street)

7. The rezoning to MFR-5 for the proposed 28-unit townhome development will not create any hazard to human health. The Fire Chief's Association on February 11, 2025 has reviewed the rezoning request and supporting documentation and has no objection to or adverse comments on the proposed rezoning.

8. The rezoning to MFR-5 will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed townhomes will be consistent with the scale of surrounding land uses.

9. The rezoning to MFR-5 for the proposed 28-unit townhome development will not significantly increase the number of people using the site over its previous level of use.

10. Review by the Town Traffic/Safety Board on April 8, 2025 indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on April 8, 2025, Engineering on April 8, 2025, Traffic/Safety Board on April 8, 2025, Assessor on April 9, 2025, Fire Chiefs' Association on February 11, 2025, and Right-of-Way Agent on April 10, 2025 along with outside agency Erie County Department of Environment & Planning on March 6, 2025. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

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

_____ _____

Scott A Marshall, Principal Planner date

_____ _____

Brian J. Kulpa, Supervisor 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_draft TB neg dec_081825.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
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_draft TB neg dec_081825 (RES-2025-703 : SEQR Determination - Z-2025-01, 46, 54, 60, 68, 74 & 84 South Linden Street)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30671 **RESOLUTION 2025-629** **ADOPTED**

Adoption of Local Law to Amend the Zoning Map (46, 54, 60, 68, 74 & 84 South Linden Street And former South Linden Street Right-Of-Way, Z-2025-01)

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of May 15, 2025 that the proposed Multifamily Residential District Five (MFR-5) zoning at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions as recommended by the Planning Board:

. 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.

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.

8/18/2025
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

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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.

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

	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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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

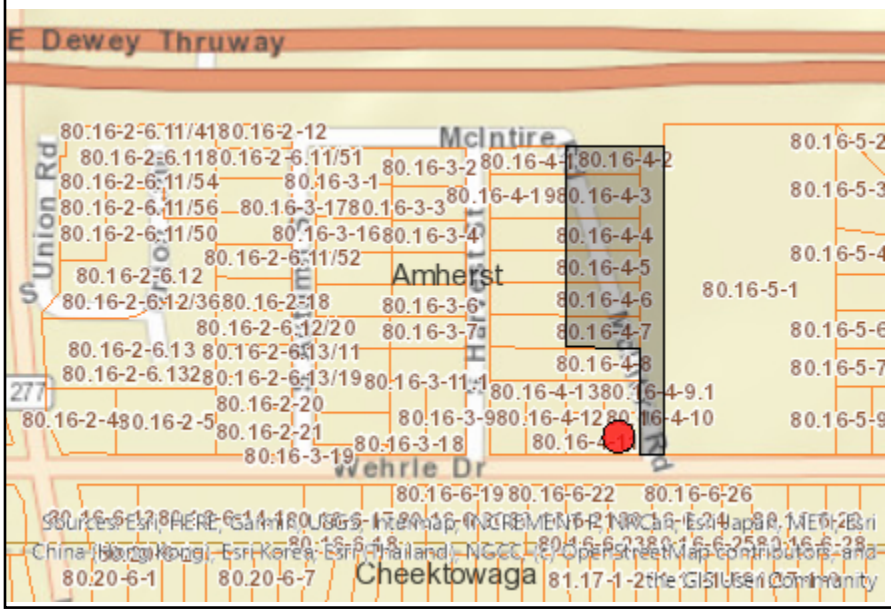
Signature: _____ Title: Attorney

PRINT FORM

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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.

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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

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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.

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Survey and Legal Description

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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

50.00'

SOUTH LINE LANDS APPROPRIATED BY THE NYS THRUWAY L-5292, P-169

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

DATE	REVISION/TYPE

SURVEY OF
PART OF LOT 22, TOWNSHIP 11, RANGE 7
HOLLAND LAND SURVEY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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;

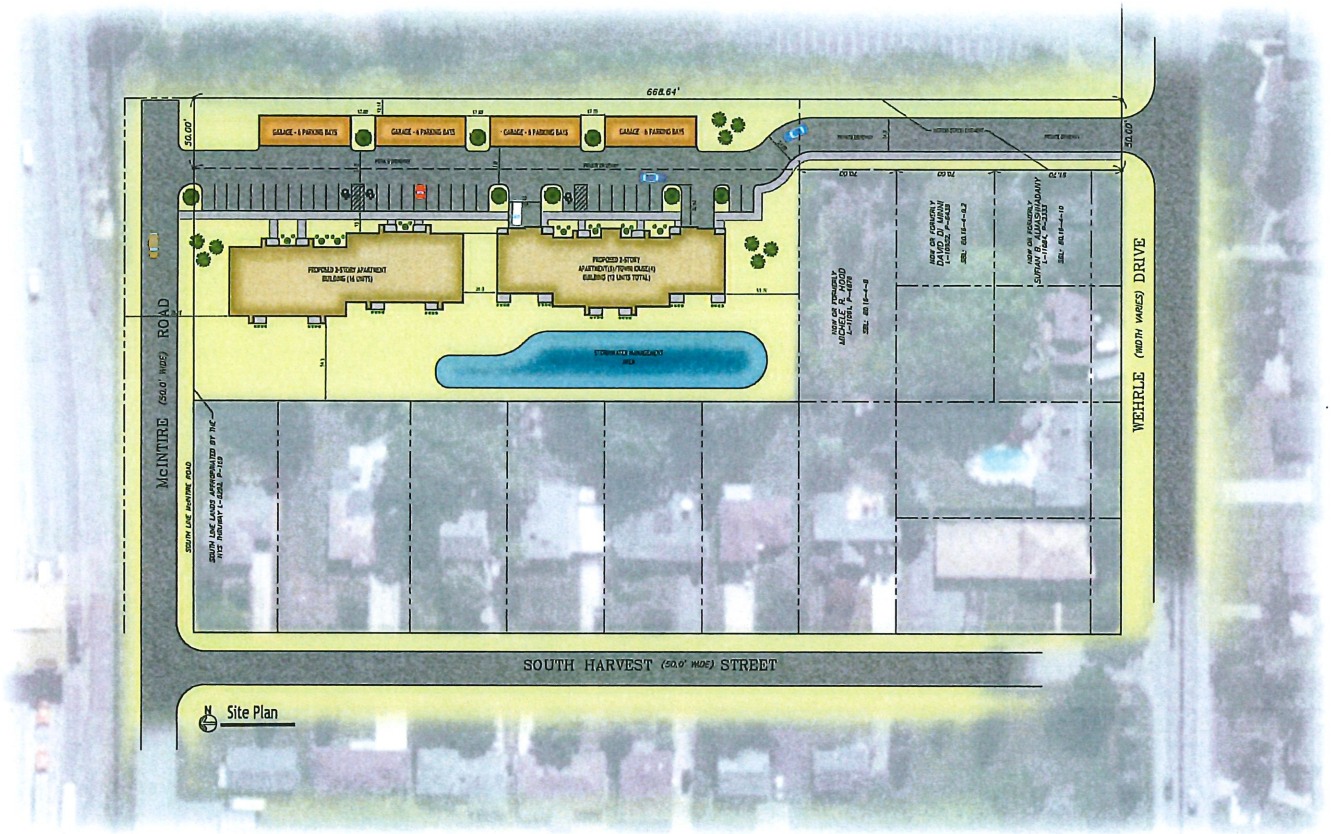
THENCE: Southerly, along the said east line of Linden Street, a distance of 668.64 feet to the aforementioned north line of Wehrle Drive;

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

Preliminary Site Plan

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South



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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

Owner Authorization

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.

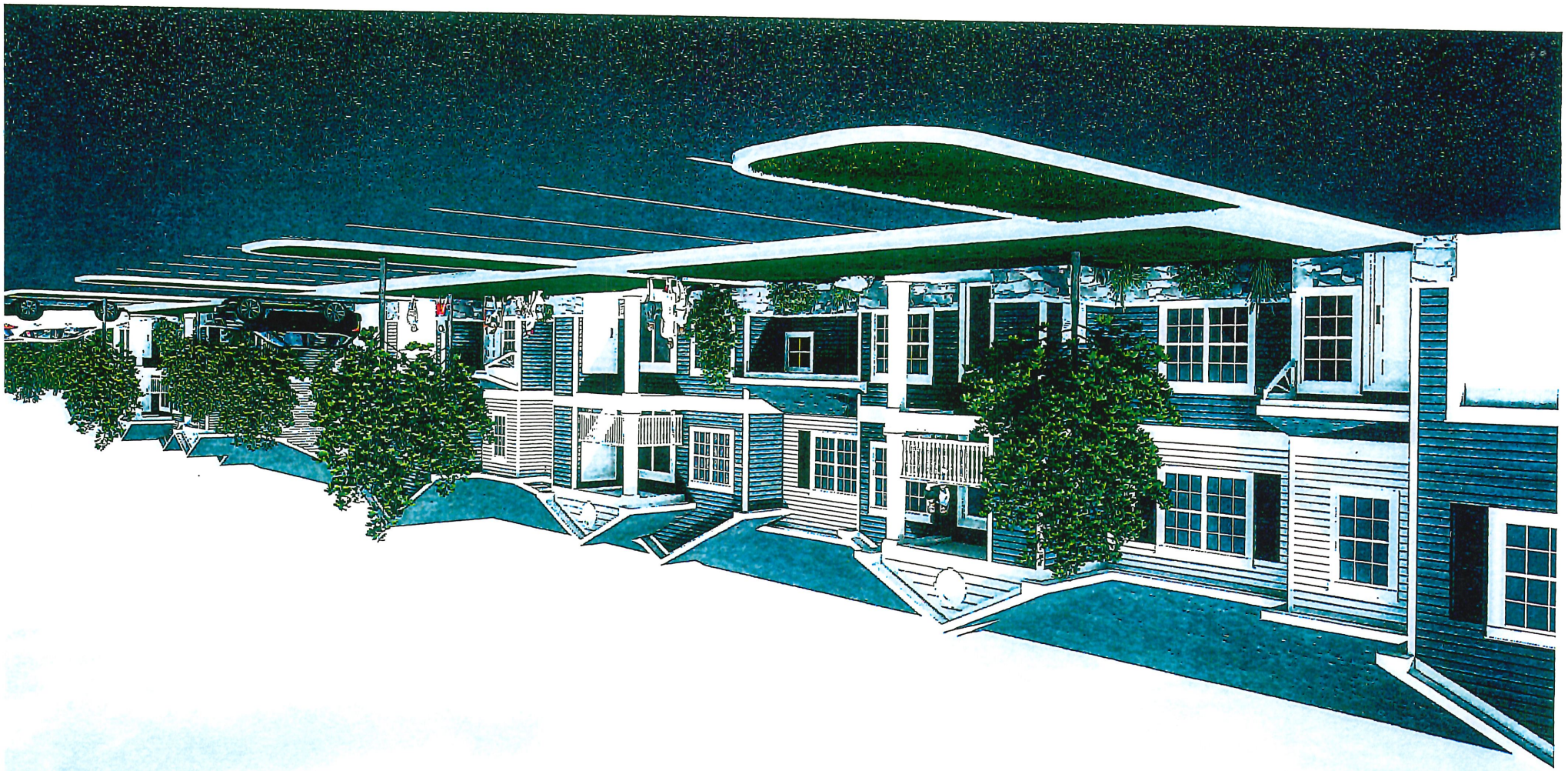
SOUTH LINDEN LLC

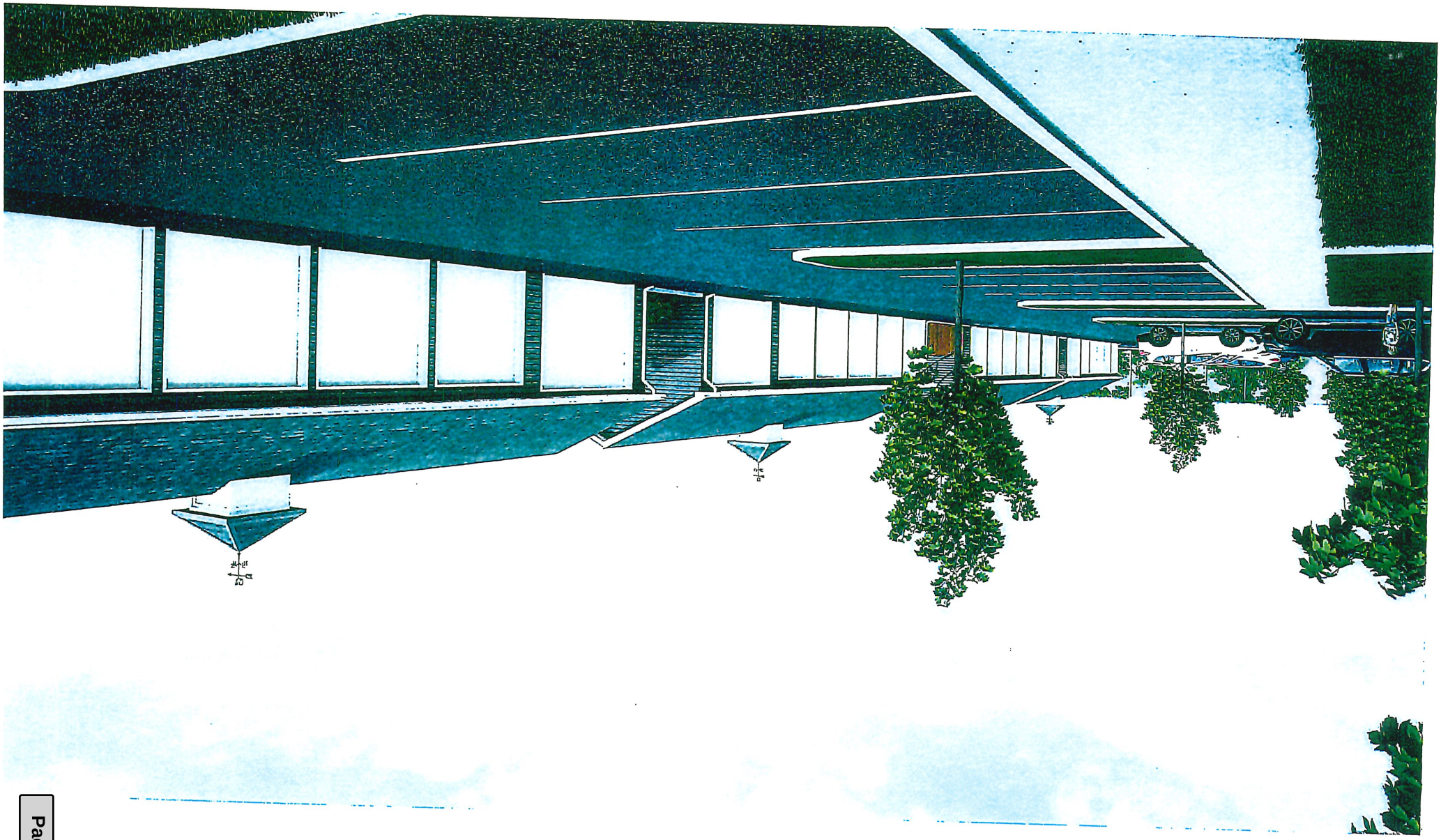
By: Militello, John
John Militello, Member
Dated: 08 / 21 / 2023

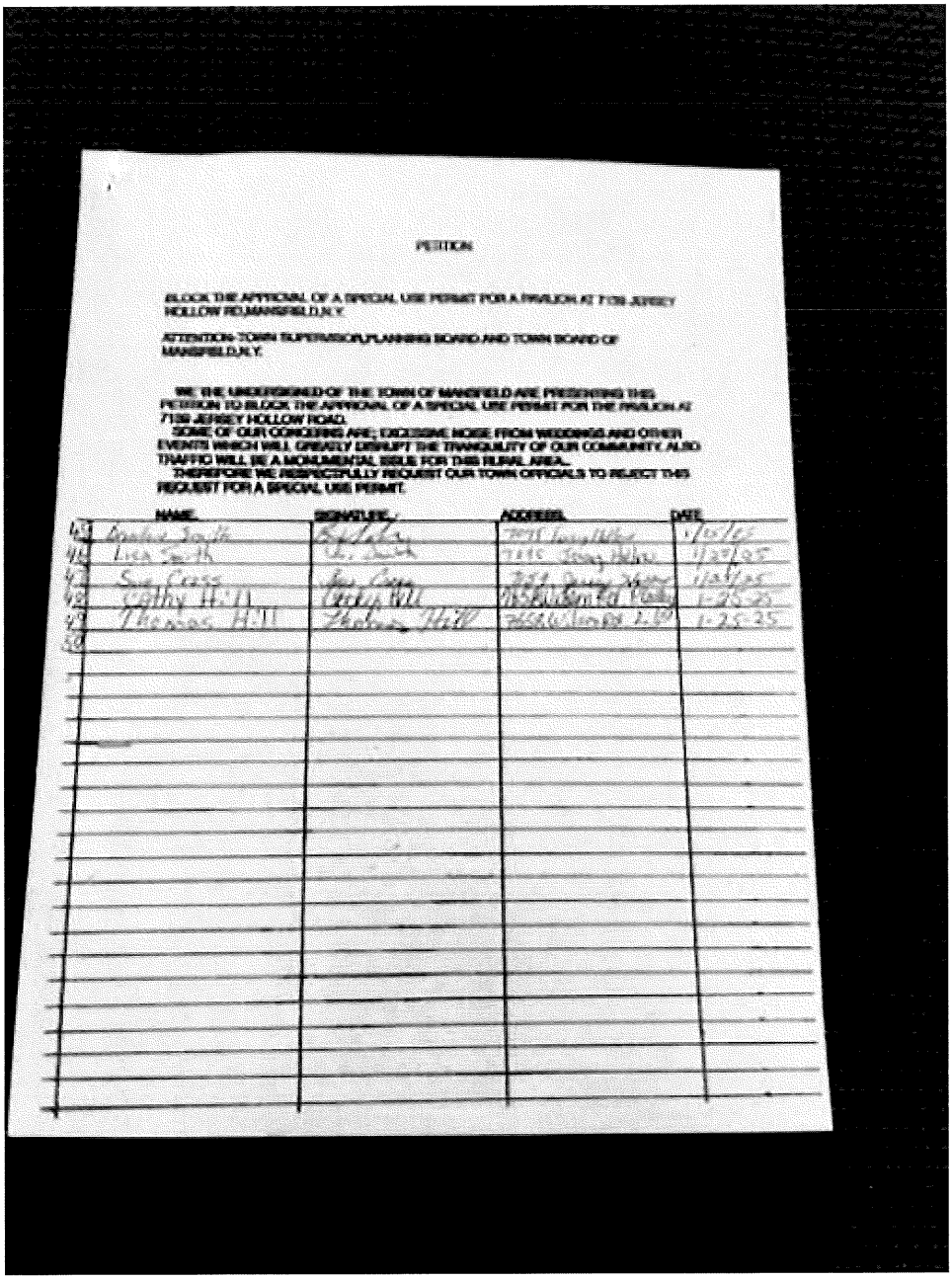
Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

Renderings

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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.

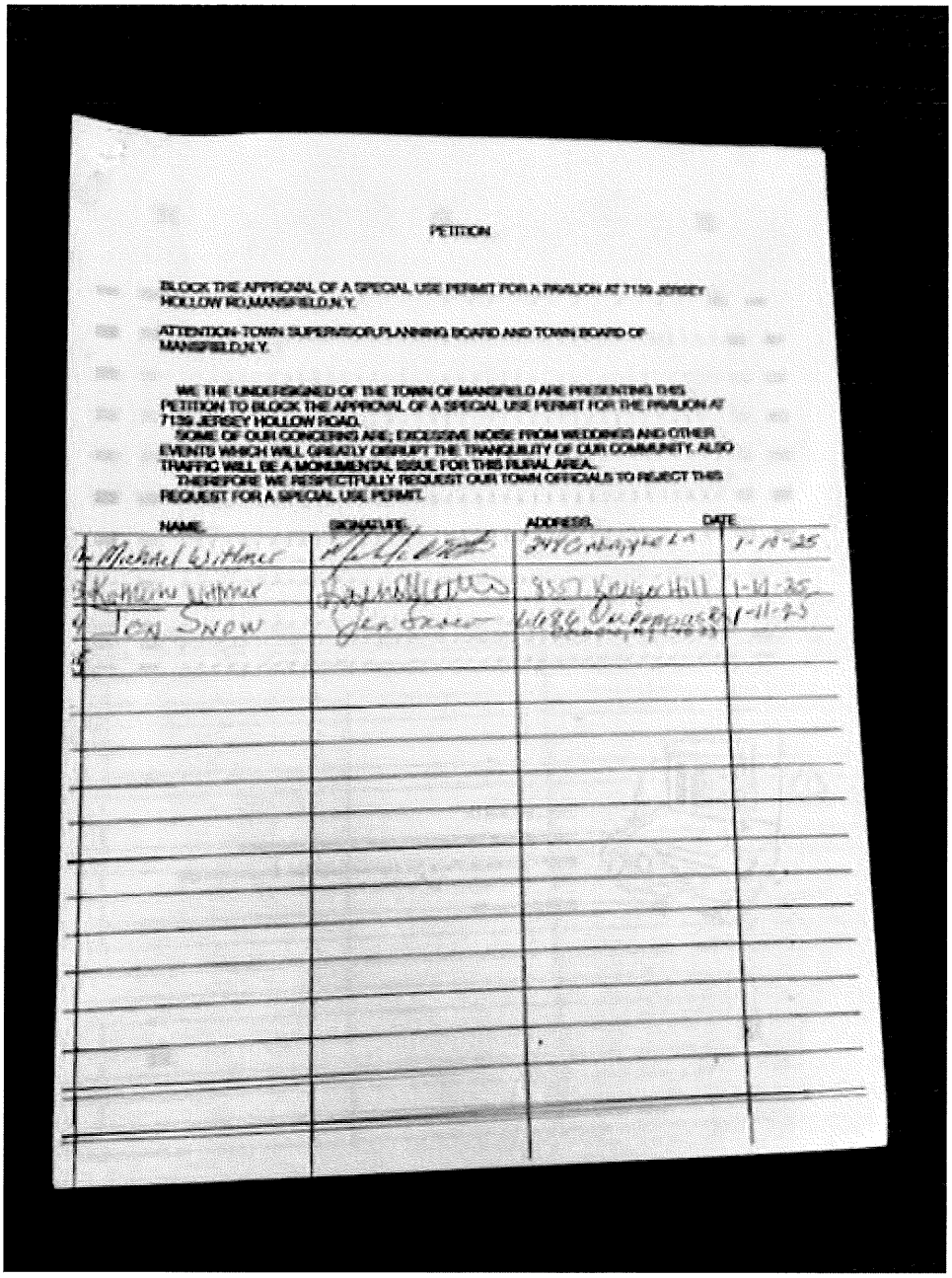
WE, THE UNDERSIGNED OF THE TOWN OF MANSFIELD ARE PRESENTING THIS PETITION TO BLOCK THE APPROVAL OF A SPECIAL USE PERMIT FOR THE PAVILION AT 7139 JERSEY HOLLOW ROAD.

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	Beatrice Smith	Beatrice Smith	7139 Jersey Hollow	11/26/25
46	Lisa Smith	Lisa Smith	7139 Jersey Hollow	11/27/25
47	Sue Cross	Sue Cross	7139 Jersey Hollow	11/27/25
48	Cathy Hill	Cathy Hill	7139 Jersey Hollow	1-25-25
49	Thomas Hill	Thomas Hill	7139 Jersey Hollow	1-25-25
50				

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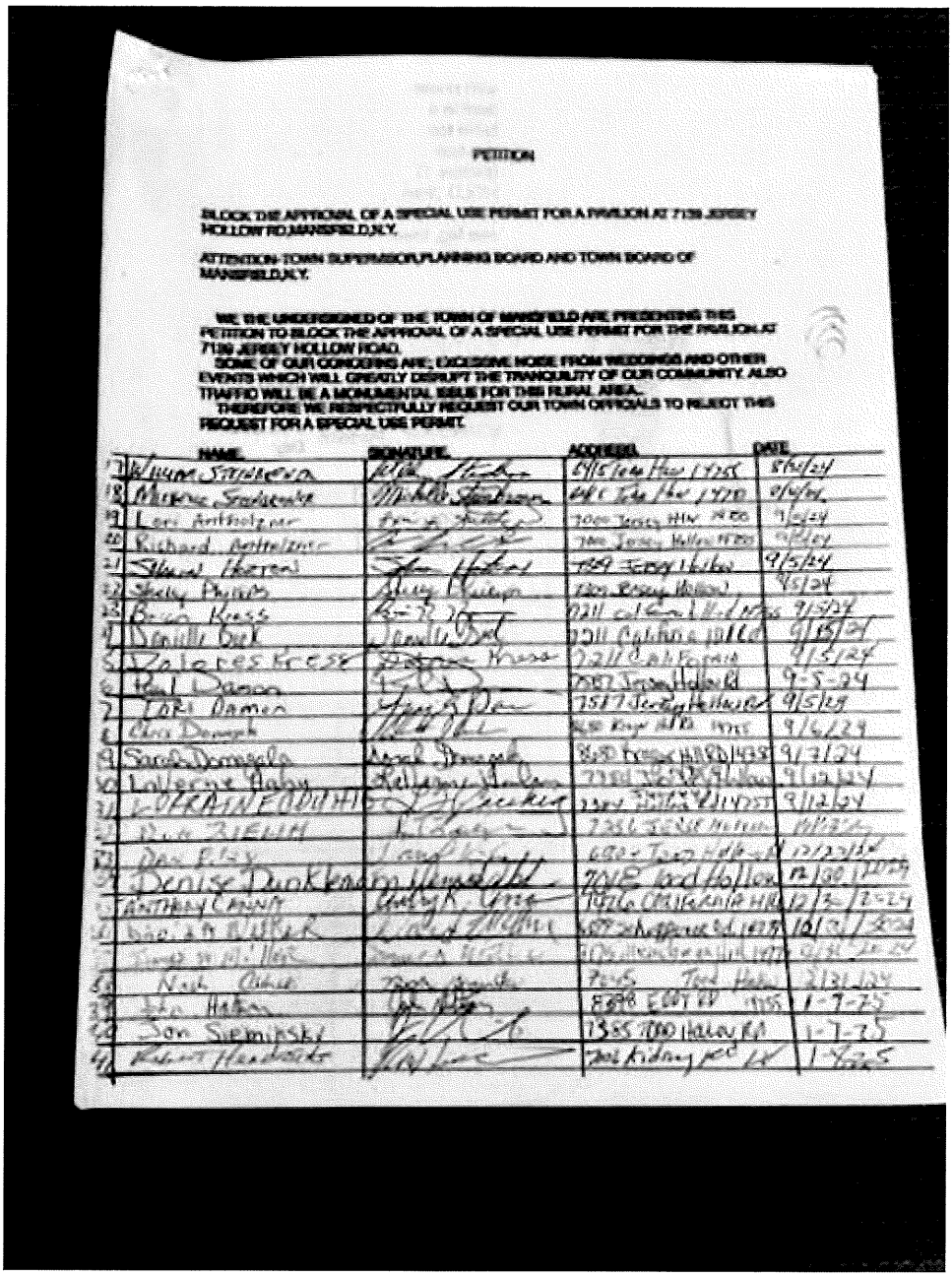
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	NAME	SIGNATURE	ADDRESS	DATE
1	Michael Witmer		7139 Jersey Hollow Rd	1-10-25
2	Katrina Witmer		7139 Jersey Hollow Rd	1-10-25
3	Tom Snow		4086 Owaga Rd	1-11-25
4				
5				

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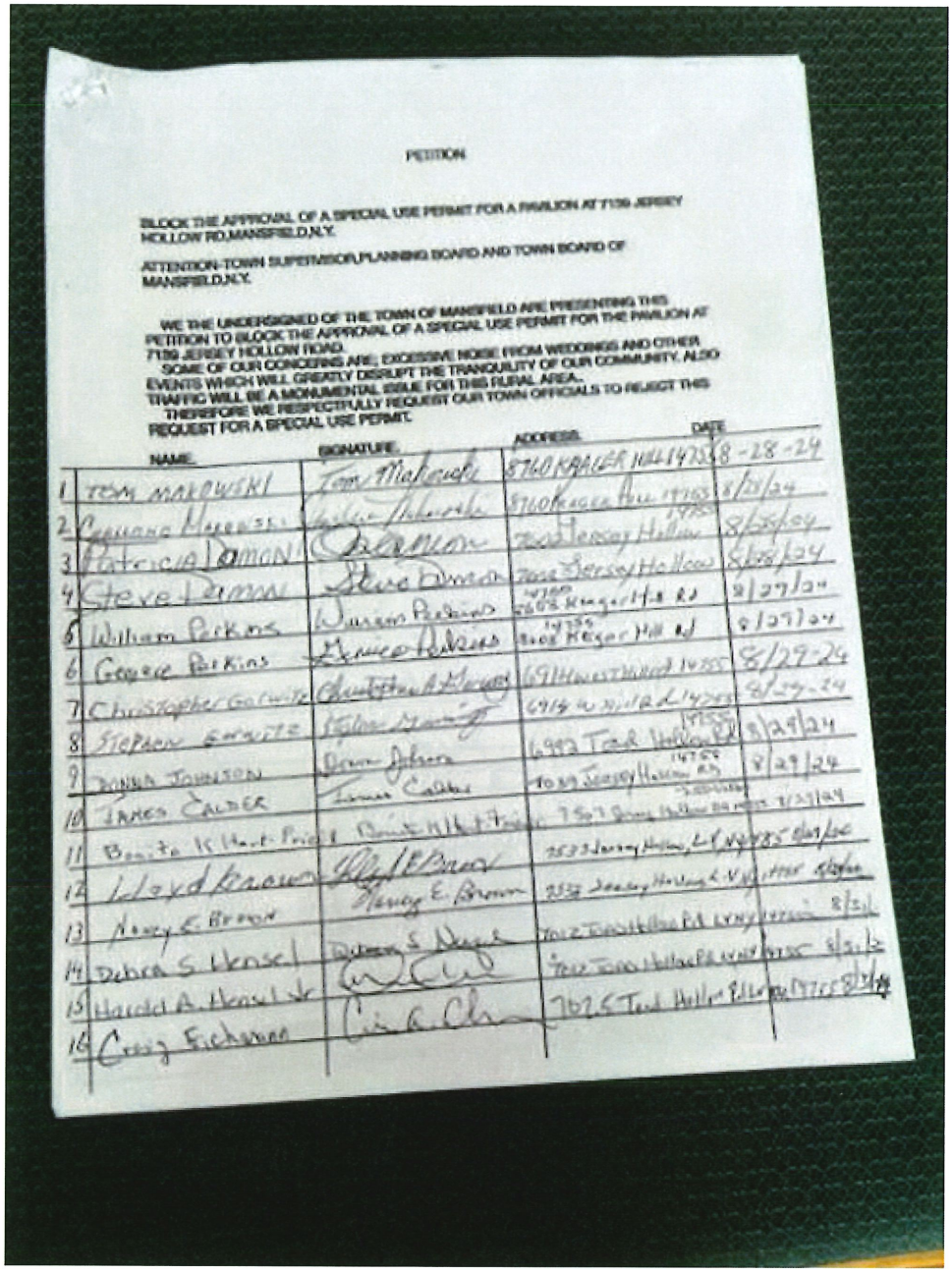
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	NAME	SIGNATURE	ADDRESS	DATE
17	William Stadtmiller		6915 Town Hwy 17/55	8/6/24
18	Marlene Stadtmiller		6915 Town Hwy 17/55	8/6/24
19	Lori Anthony		7000 Jersey Hollow Rd	9/5/24
20	Richard Anthony		7000 Jersey Hollow Rd	9/5/24
21	Shawn Herron		7139 Jersey Hollow	9/5/24
22	Shelly Phillips		7000 Jersey Hollow	9/5/24
23	Brian Kresse		7211 Caldwell Rd	9/5/24
24	Danielle Dell		7211 Caldwell Rd	9/5/24
25	Dolores 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		8638 Route 11	9/6/24
29	Sarah Domagala		8638 Route 11	9/7/24
30	Lawrence Hafey		7330 Jersey Hollow Rd	9/12/24
31	[illegible]		7330 Jersey Hollow Rd	9/12/24
32	[illegible]		7330 Jersey Hollow Rd	[illegible]
33	[illegible]		6804 Town Line Rd	12/22/24
34	Denise Duckenfield		7016 Caldwell Hill Rd	12/28/24
35	Anthony Crouch		7016 Caldwell Hill Rd	12/3/24
36	[illegible]		[illegible]	12/3/24
37	[illegible]		[illegible]	[illegible]
38	Nick Cahill		7205 Town Hall Rd	2/31/25
39	Jim Hafen		8698 East Rd	1-7-25
40	Jon Sukmanski		7355 Jersey Hollow Rd	1-7-25
41	Robert Headstock		7211 Kidney Rd	1-4-25

Attachment: Z-2025-01 TB letter packet 072125 (RES-2025-629 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South



PETITION

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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	8/28/24
5	William Perkins	William 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 Krager Hill Rd 14755	8/29/24
8	Stephen Galewski	Stephen Galewski	6914 Krager Hill Rd 14755	8/29/24
9	Dawn Johnston	Dawn Johnston	6992 Tarr 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 Tarr Hollow Rd 14755	8/31/24
15	Harold A Hensel Jr	Harold A Hensel Jr	7012 Tarr Hollow Rd 14755	8/31/24
16	Craig Fichera	Craig Fichera	7025 Tarr Hollow Rd 14755	8/31/24

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Z-2025-01

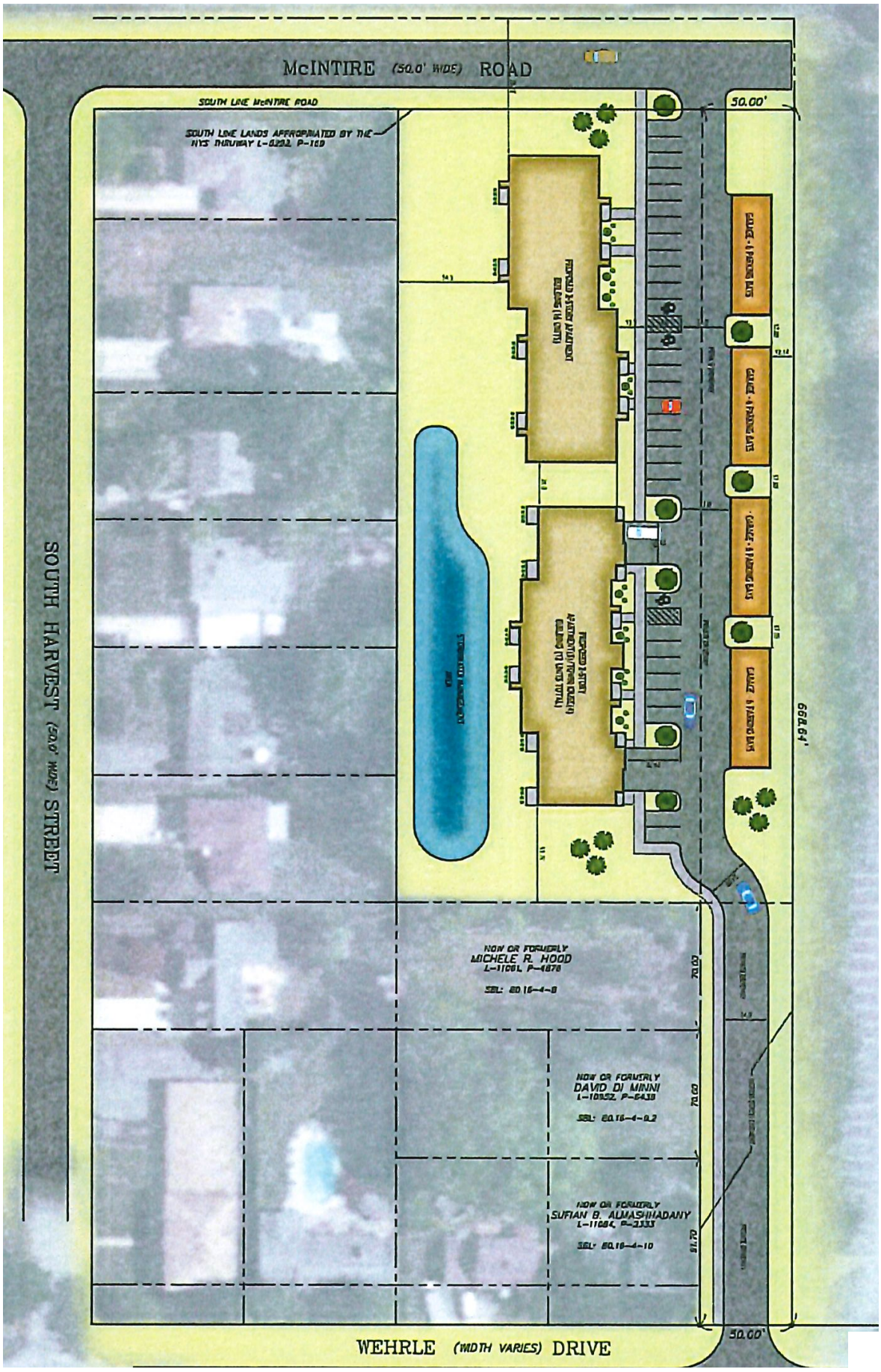
Request to Rezone 2.4± AC of Land from R-3 to MFR-5
Property Located at 46, 54, 60, 68, 74 & 84 South Linden St. and Former South Linden Street ROW
South Linden LLC, Petitioner

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South



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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South





CONCEPTUAL ILLUSTRATIONS

Z-2025-01

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

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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

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Amherst

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

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

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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: 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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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
FEB 11 2025
TOWN OF AMHERST
PLANNING DEPT.

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

To the 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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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

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.

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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 : Local Law to Amend the Zoning Map - Z-2025-01, 46, 54, 60, 68, 74 & 84 South

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 30801 **RESOLUTION 2025-704** **ADOPTED**

Approve Travel for Conference

Please approve the attached travel request for Supervisor Kulpa to attend conference.

8/18/2025
Consent

FINANCIAL IMPACT:

NTE $2,414.50. Included in the 2025 Budgets for the Supervisor,

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☒ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Brian Kulpa		1220 Supervisor	631-7013

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
7/30/25	8/1/25	Alb. NM	Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655			
Tolls			
Parking			
Local Transportation (bus/taxi)	200		58.17
Plane/Rail/Bus	1,000		943.36
Lodging:			
2 # nights @ $ 179	500		413.94
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%	120		
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	375		375.00
Other			
Subtotal	2,195 -		N/A
Contingency - 10% of subtotal or $200	219.50 -		N/A
TOTAL	2,414.50 -		

Request Approved By:

M Taggart

Department Head Signature

8/11/25

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — 8/13/25 **Date**

Brian Kulpa

Print Employee Name

Reimbursement Approved By:

M Taggart

Department Head Signature — **Date**

Complete Shaded Area For Expense Reimbursement

Town Board :

Town Board Resolution & Date

Attachment: B Kulpa 7-3-25 Alb NM (RES-2025-704 : Approve Travel for Conference)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 30758 **RESOLUTION 2025-705** **ADOPTED**

Camera Replacement and New Portable Radio Batteries

WHEREAS, the Amherst Fire Safety Division responds to various types of Emergency related incidents and provides a high level of safety and professionalism in performing duties as Fire Inspectors; and

WHEREAS, the Amherst Town Fire Safety Division has the need to replace two (2) cameras used for documentation of fire and emergency incident scenes; and

WHEREAS, the Amherst Town Fire Safety Division also has the need to replace portable radio batteries utilized in performing the Fire Inspector's duties.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the purchase of replacement cameras and portable radio batteries from Avoidable Alarm Fund T-2999.4002.

8/18/2025
Consent

FINANCIAL IMPACT:

A cost not to exceed $2,600.00. T-2999.4002

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

Kimble, Gina

From: Kimble, Gina
Sent: Thursday, July 10, 2025 3:14 PM
To: Parnell, Bryan
Subject: Nikon - Coolpix P950 16.0 Megapixel Digital Camera
Attachments: DOC071025-07102025150658.pdf

Hi Bryan:
I attached the pages that gave a description of the items I will order. Here is a breakdown of the cost.
Camera comes with (1) SanDisk- Extreme Pro 128GB SDXC Memory Card.
I will purchase (2) SanDisk – Extreme Plus 512 GB Memory Cards.
2 - SD 512 GB cards x $63.99 = $127.98
2 - cameras x $799.99 = $1599.98
2 - Lowepro - Adventura Go SH 160 **Bags** – Black x $44.99 = $89.98

Total Cost: $1,817.94 + Tax 159.07 = $1,977.01

Sincerely,

Gina Kimble

Sr. Account Clerk
Town of Amherst, Building Department
5583 Main Street
Williamsville, NY 14221
gkimble@amherst.ny.us
Phone (716) 631-7081
Fax (716) 631-7192

Attachment: Motorolla Invoice Port Radio Battery (RES-2025-705 : Camera Replacement and New Portable Radio Batteries)

MOTOROLA SOLUTIONS

QUOTE-3131267

Billing Address:
AMHERST TOWN OF BUILDING
AND GROUNDS
5583 MAIN ST
AMHERST, NY 14221
US

Quote Date:05/16/2025
Expiration Date:06/27/2025
Quote Created By:
Kelly Wilcox
kwilcox@saiacomm.com

End Customer:
TOWN OF AMHERST BUILDING
DEPARTMENT
GINA KIMBLE
GKIMBLE@AMHERST.NY.US
716-631-7081

Contract: 21562 - NEW YORK OGS, STATE OF-PT 68722
AGREEMENT: STATE OF NEW YORK

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale P
1	NNTN8128C	PORTABLE RADIO BATTERY IMPRES LI-ION IP67 2000T	5	$128.99	$70.20	$35

Grand Total $351.00(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Attachment: Motorolla Invoice Port Radio Battery (RES-2025-705 : Camera Replacement and New Portable Radio Batteries)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30770 **RESOLUTION 2025-706** **ROLL CALL VOTE (ADOPTED)**

Senior Center LED Lighting Project (Bond Resolution - $180,000)

AGENDA ITEM – AUGUST 18th, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 7, 2025**

RE: **Senior Center LED Lighting Project**
2025-2030 C.I.P. Project F-15
Bond Resolution - $180,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $180,000 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does not require a public hearing to be held because the improvement is a Town improvement not involving a special district.
Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item – August 18, 2025**)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Mark S. Berke, PE, Commissioner of Buildings (*w/attachments*)
Sean Pellow, Project Manager (*w/attachments*)
Daniel J. Rizzo, Project Manager (*w/attachments*)
Anne Dafchik, AIA, NCARB, Architect (*w/attachments*)
Mike Bushen, Planning Draftsworker (*w/attachments*)

8/18/2025

A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $180,000

RESULT:	**ROLL CALL VOTE (ADOPTED) [UNANIMOUS]**
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, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM August 5, 2025

TO: Sean Pellow, Director of Facilities

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

RE: SEQR Classification – Senior Center LED Lighting Project
2025-2030 C.I.P. Project F-15

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(2)& (9). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\08_05_2025_F-15 senior center LED lighting project.docx

cc: Steven Bengart, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: 08_05_2025_F-15 senior center LED lighting project (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution -

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

August 18, 2025

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on August 18, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Shawn Lavin, Deputy Supervisor/Councilman Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution - $180,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED AUGUST 18, 2025, AUTHORIZING SENIOR CENTER LED LIGHTING IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $180,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $180,000 TO FINANCE SAID APPROPRIATION

THE TOWN BOARD OF THE TOWN OF AMHERST, IN THE COUNTY OF ERIE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake Senior Center LED lighting improvements as described in the map, plan, and report dated August 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project F-15). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $180,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $180,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $180,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution - $180,000))

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the specific object or purpose for which said $180,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 13 of the Law, is ten (10) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Attachment: CertBondReso (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution - $180,000))

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Attachment: CertBondReso (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution - $180,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution - $180,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on August 18, 2025, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

"BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED AUGUST 18, 2025, AUTHORIZING SENIOR CENTER LED LIGHTING IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $180,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $180,000 TO FINANCE SAID APPROPRIATION,"

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town is authorized to undertake Senior Center LED lighting improvements as described in the map, plan, and report dated August 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project F-15); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $180,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $180,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $180,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is ten (10) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

Attachment: CertBondReso (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution - $180,000))

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: August 18, 2025

FRANCINA J. SPOTH,
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution - $180,000))

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution - $180,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on August 18, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of August, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution - $180,000))

Town of Amherst

Facilities Department

Senior Center LED Lighting Project

2025 – 2030 Capital Improvement
Amended Project F-15

MAP, PLAN & REPORT

August 2025

Contents:

• Background
• Location
• Project Description and Improvements
• Project Justification
• Anticipated Project Schedule
• Financial Summary
• Taxation Summary
• Town of Amherst SEQR Determination

Prepared by:
Town of Amherst
Facilities Department
5583 Main Street, Williamsville, NY 14221
(716) 631 – 7080 | (716) 631 – 7109

Attachment: MPR 2025 F-15 Senior Center LED Lighting Project (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution -

Background

The Amherst Senior Center is a vital community resource owned by the Town. It serves as a hub for seniors, offering a variety of programs and services designed to support their health, well-being, and social engagement. The Center hosts daily activities, including fitness classes, educational workshops, social gatherings, and meal services.

The Town of Amherst has identified Project "F-15", as a 2025 project to provide capital improvements to the Amherst Senior Center.

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

The CIP was amended to 180 LA on July 21, 2025 via RES-2025-630.

Attachment: MPR 2025 F-15 Senior Center LED Lighting Project (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution -

Location

The parcel is located at 370 John James Audubon Pkwy, Buffalo NY 14228. SBL: 41.03-1-66.



Figure 1 - Project Location



Figure 2 – Building on Site

Attachment: MPR 2025 F-15 Senior Center LED Lighting Project (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution -

Project Description and Improvements

The project includes the following scope of work:

- Replacement of existing lights with newer energy efficient models

Project Justification

This project is necessary to replace outdated lighting fixtures at the Senior Center with modern, energy-efficient LED alternatives. The existing lighting system is aging, inefficient, and increasingly difficult to maintain due to the unavailability of replacement parts. Upgrading to LED fixtures will significantly reduce energy consumption and maintenance costs, while also improving the overall lighting quality throughout the facility. These improvements will create a brighter, safer, and more welcoming environment for staff and visitors, many of whom are seniors with specific visibility needs.

Anticipated Project Schedule

Original Bond Action:	Anticipated August 2025 (180 LA)
Construction:	Starting September 2025, anticipated end date September 2026

Attachment: MPR 2025 F-15 Senior Center LED Lighting Project (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution -

Financial Summary

The Town of Amherst identified funding in the approved 2025-2030 Capital Improvement Program under Project F-15, for a total of $180,000. The funds have been identified as a General Fund Bond with a minimum useful life of 10 years.

Construction	179,000
Legal / Admin	900
TOTAL	**$ 180,000**

Taxation Summary

Total Bond Amount	$180,000 (General Fund)
Bond Term	10 Years
Annual Tax Impact	$0.0124 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$4.2985 per $346,000 AV at 100% Equalization

Town of Amherst SEQR Determination

Please see attached memo from the Amherst Planning Department.

Attachment: MPR 2025 F-15 Senior Center LED Lighting Project (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution -

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM August 5, 2025

TO: Sean Pellow, Director of Facilities

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

RE: SEQR Classification – Senior Center LED Lighting Project
2025-2030 C.I.P. Project F-15

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(2)& (9). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\08_05_2025_F-15 senior center LED lighting project.docx

cc: Steven Bengart, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR 2025 F-15 Senior Center LED Lighting Project (RES-2025-706 : Senior Center LED Lighting Project (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30748 **RESOLUTION 2025-707** **ROLL CALL VOTE (ADOPTED)**

Pool Splash Park Safety Resurfacing (Bond Resolution - $150,000)

AGENDA ITEM – AUGUST 18th, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 7, 2025**

RE: **Pool and Splash Park Safety Resurfacing**
2025-2030 C.I.P. Project YR-3A
Bond Resolution - $150,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $150,000 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does not require a public hearing to be held because the improvement is a Town improvement not involving a special district. Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item – August 18, 2025**)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Mary-Diana Pouli, Executive Director, Youth and Recreation (*w/attachments*)

8/18/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Counilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $150,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM July 31, 2025

TO: Sean Pellow, Director of Facilities
Mary-Diana Pouli, Director Youth & Rec.

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

RE: SEQR Classification – Pool & Splash Park Safety Surfacing (Clearfield/North Forest)
2025-2030 C.I.P. Project YR-5A

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(2)& (9). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\07_31_2025 YR-5A_clearfield and N forest pool_splash park resurfacing.docx

cc: Steven Bengart, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: 07_31_2025 YR-5A_clearfield and N forest pool_splash park resurfacing (RES-2025-707 : Pool Splash Park Safety Resurfacing

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

August 18, 2025

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on August 18, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Shawn Lavin, Deputy Supervisor/Councilman Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution - $150,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED AUGUST 18, 2025, AUTHORIZING POOL AND SPLASH PARK SAFETY SURFACING IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $150,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $150,000 TO FINANCE SAID APPROPRIATION

THE TOWN BOARD OF THE TOWN OF AMHERST, IN THE COUNTY OF ERIE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake pool and splash park safety surfacing improvements as described in the map, plan and report dated August 2025, prepared by the Town Youth & Recreation Department (2025-2030 Capital Improvement Program Project YR-3A). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $150,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $150,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $150,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution - $150,000))

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the specific object or purpose for which said $150,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 61 of the Law, is fifteen (15) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Attachment: CertBondReso (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution - $150,000))

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Attachment: CertBondReso (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution - $150,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution - $150,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on August 18, 2025, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

"BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED AUGUST 18, 2025, AUTHORIZING POOL AND SPLASH PARK SAFETY SURFACING IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $150,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $150,000 TO FINANCE SAID APPROPRIATION,"

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town is authorized to undertake pool and splash park safety surfacing improvements as described in the map, plan and report dated August 2025, prepared by the Town Youth & Recreation Department (2025-2030 Capital Improvement Program Project YR-3A); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $150,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $150,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $150,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

Attachment: CertBondReso (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution - $150,000))

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: August 18, 2025

FRANCINA J. SPOTH,
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution - $150,000))

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution - $150,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on August 18, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of August, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution - $150,000))

Attachment: CertBondReso (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution - $150,000))

Attachment: MPR 2025 YR-3A Pool & Splash Park Safety Surfacing (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution -

Town of Amherst
Youth & Recreation Department

Pool and Splash Park Safety Surfacing

2025-2030 C.I.P. Project YR-3A

Map, Plan & Report
August 2025

CONTENTS:

- Approved 2025-2030 CIP Project YR-8A
- Introductions / Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- SEQR Determination – Type II Action

Prepared by
Town of Amherst Youth & Recreation Department
1615 Amherst Manor Drive
Williamsville, New York 14221
(716) 631-7132

Pool and Splash Park Safety Surfacing
2025-2030 CIP Project YR-3A

APPROVED 2025-2030 CIP PROJECT YR-3A:

YR-3A Pool and Splash Park Safety Surfacing 2025 150 LA

INTRODUCTION / EXISTING CONDITIONS:

The existing poured-in-place safety surfacing at the Clearfield Community Center and the North Forest Park & Pool has significantly deteriorated and is no longer providing the protective qualities required for safe use. Over time, the surface has experienced material breakdown, including cracking, separation, and thinning in high-traffic areas. These conditions have created hazardous situations that compromise fall protection and overall user safety.





Attachment: MPR 2025 YR-3A Pool & Splash Park Safety Surfacing (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution -

Pool and Splash Park Safety Surfacing
2025-2030 CIP Project YR-3A

PROPOSED SCOPE OF IMPROVEMENTS:

In order to address the lifespan and safety of the failed poured-in-place safety surfacing, the existing surface will be fully removed and replaced with a commercial-grade PVC pool liner system**.** This new system is designed to provide a durable, slip-resistant, and sanitary surface appropriate for wet environments. It will not only meet current safety standards but also offer long-term resilience, ease of maintenance, and improved aesthetic quality.

The replacements outlined above will be completed during 2026. The above project will be bonded against the Town of Amherst General Fund at a cost of $150,000, financed entirely with serial bonds.

FINANCIAL SUMMARY:

Construction	$149,250.00
Legal/Administrative	750.00
Project Total	**$150,000.00**

TAXATION SUMMARY:

Total Bond Amount:	$150,000 (General Fund)
Bond Term:	15 Years
Annual Tax Impact:	$0.0008 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact:	$0.2613 per $346,000 AV at 100% Equalization

SEQR:

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 YR-3A Pool & Splash Park Safety Surfacing (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution -

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

MEMORANDUM July 31, 2025

TO: Sean Pellow, Director of Facilities
Mary-Diana Pouli, Director Youth & Rec.

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

RE: SEQR Classification – Pool & Splash Park Safety Surfacing (Clearfield/North Forest)
2025-2030 C.I.P. Project YR-5A

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II Action under the provisions of SEQR according to Part 617.5(c)(2)& (9). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\07_31_2025 YR-5A_clearfield and N forest pool_splash park resurfacing.docx

cc: Steven Bengart, Esq., Town Attorney
Daniel Howard, Planning Director

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

Attachment: MPR 2025 YR-3A Pool & Splash Park Safety Surfacing (RES-2025-707 : Pool Splash Park Safety Resurfacing (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 30797 **RESOLUTION 2025-708** **ADOPTED**

Notice of Public Hearing on Proposed Sale of Real Property to the Town of Amherst Development Corporation

AGENDA ITEM: AUGUST 18TH, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 13, 2025**

RE: **330 Maple Road (SBL No. 55.03-1-10) and 218 Maple Road (SBL No. 55.03-1-9)**

Kindly adopt the following resolution with respect to the above-referenced properties:

Resolution Declaring the Intent of the Town Board of the Town of Amherst to be the State Environmental Quality Review Act ("SEQRA") Lead Agency and Calling for a Public Hearing for the Sale of Certain Real Property to the Town of Amherst Development Corporation

WHEREAS, the Town of Amherst, New York (the "Town") obtained title to certain real property at 330 Maple Road (SBL No. 55.03-1-10) and 218 Maple Road (SBL No. 55.03-1-9) (the "Property"); and

WHEREAS, the Town Board of the Town of Amherst (the "Town Board") determined to acquire the Property because, pursuant to a leasehold interest in the Property, the Town had invested funds in the construction and operation of softball fields on a portion of the Property and the Town Board determined retention and control over the portion of the Property where the softball fields were located was in the public interest; and

WHEREAS, the owner of the Property had only offered the entirety of the Property for sale, which included land (approximately 21.8 acres, located at the 330 Maple Road parcel) in addition to where the softball fields are located (the "Additional Land"); and

WHEREAS, having acquired the entirety of the Property, including the Additional Land, the Town intends to (i) make a determination that the Additional Land is not necessary for public purposes, given it was only acquired to facilitate acquisition of the softball field property and infrastructure; (ii) make a determination that the Additional Land is thus surplus property; and (iii) seek assistance from the Town of Amherst Development Corporation ("ADC") to facilitate the redevelopment and reuse of the Additional Land in

accordance with Town plans and goals; and

WHEREAS, in furtherance thereof, the Town is considering a proposed resolution making a determination that the Additional Land is not required for the Town's use and transferring it to the ADC in accordance with Section 1411 of the Not-for-Profit Corporation Law ("NFPCL") (the "Action") to facilitate reuse and redevelopment of the Additional Land; and

WHEREAS, the Town and the ADC, as a condition of the Action, will be required to enter into a Property Disposition Agreement, which shall provide (i) that the transfer of the Additional Land to the ADC shall only occur in connection with a simultaneous sale transaction of the Additional Land by the ADC to 716 Sports Complex LLC for the purpose of construction and operation of an indoor sports facility complex at an amount not less than $225,000 per acre; and (ii) that all proceeds of such sale shall be remitted to the Town in full, less the ADC's actual costs of participation in the transaction; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (SEQRA) and the implementing regulations at 6 N.Y.C.R.R. Part 617 (the "Regulations"), the Town desires to comply with SEQRA and the Regulations with respect to the Action; and

WHEREAS, the Action is classified as an "Unlisted Action" as defined by SEQRA; and

WHEREAS, pursuant to SEQRA and the Regulations, the Town Board will undertake a coordinated review process with interested and involved agencies, and wishes to indicate the Town's desire to serve as the Lead Agency under the SEQRA process for the Action; and

WHEREAS, the Town desires to comply with the NFPCL with respect to the sale of Additional Land to the ADC;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Amherst as follows:

. That the Town Board of the Town of Amherst intends to act as the SEQRA Lead Agency for the review of the Action. Town staff and legal counsel are directed to take such further steps as SEQRA and the Regulations require for purposes of coordination.

2. A public hearing on the proposed transfer of the Additional Land to the ADC shall be held on September 2, 2025 at 7:00 p.m. at Town Hall, 5583 Main Street, Williamsville, New York 14221. Notice of the public hearing in the form attached hereto shall be given and published as required by Section 1411 of the NFPCL.

3. This Resolution shall be effective immediately.

NOTICE OF PUBLIC HEARING ON PROPOSED SALE OF REAL PROPERTY TO THE TOWN OF AMHERST DEVELOPMENT CORPORATION

NOTICE IS HEREBY GIVEN that a public hearing will be held at 7:00 p.m. on September 2, 2025 at Town Hall, 5583 Main Street, Williamsville, New York 14221 by the Town Board of the Town of Amherst pursuant to Section 1411 of the Not-for-Profit Corporation Law to consider a proposed sale of real property located at 330 Maple Road (SBL No. 55.03-1-10) to the Town of Amherst Development Corporation. At the time and place stated above, all interested members of the public shall be heard.

Dated: August 18, 2025

Francina J. Spoth
Town Clerk

SBB:EAB

c: Tim Koller, Deputy Town Clerk (**Agenda Item – August 18, 2025**)

8/18/2025
Consent

FINANCIAL IMPACT:

None

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: 08/18/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30800 **RESOLUTION 2025-709** **ADOPTED**

PSA for 772 North Forest Road and 385 and 391 Maple Road

AGENDA ITEM: AUGUST 18TH, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 13, 2025**

RE: **Resolution Approving an Agreement of Purchase and Sale for the Disposition of Real Property Commonly Known as 772 North Forest Road and 385 and 391 Maple Road, formerly Westwood Country Club (CRS #5772)**

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

WHEREAS, the Town of Amherst, New York (the "Town") obtained title to certain real property located at 772 North Forest Road and 385 and 391 Maple Road, formerly known as Westwood Country Club (the "Property") with the intention to redevelop it into a world class park; and

WHEREAS, the preservation, protection, development, and proper use of recreation facilities in the Town of Amherst and County of Erie for the benefit of the public and promoting the health, safety, and general welfare of the community is a matter of great interest to its residents; and

WHEREAS, the Town has secured grant funding from New York State to design and construction certain recreational amenities, including an inclusive playground, and has agreed to use its best efforts to utilize the grant funding for substantially the same purpose as described in the grant application until and unless the grant is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made (the "Town Project"); and

WHEREAS, the Property is currently identified and classified by the New York State Department of Environmental Conservation ("NYSDEC") with an administrative classification as a "P Site" pursuant to 6 NYCRR Part 375-1.7(a)(4) and is the subject of an Order of Consent and Administrative Settlement executed by the Town (the "P-Order"); and

WHEREAS, the P-Order provides a mechanism for the NYSDEC to provide oversight for any necessary investigation or remediation of the Property and for the provision of a

regulatory release as relates to any identified contamination, or lack thereof; and

WHEREAS, the Town and the County of Erie (the "County") now desire to partner in the redevelopment of the Property into a County park (the "Project"), including the restoration of nine holes of the historic former Willowdale golf course and the transformation of the remainder of the Property into a passive park open for the enjoyment of all residents of the Town and the County (the "County Project"); and

WHEREAS, the Town is agreeable to transferring all its right, title and interest in and to the Property in exchange for the County assuming all responsibilities for the Property including all costs of the County Project as well as all capital and operating expenses going forward, with the exception of the Town Project; and

WHEREAS, the Town and County desires that the County join as an additional party under the P-Order; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (SEQRA) and the implementing regulations at 6 N.Y.C.R.R. Part 617 (the "Regulations") the Erie County Legislature, acting as Lead Agency through the Department of Environment and Planning, issued a Negative Declaration for the Project, finding that the Project will not have a significant adverse impact on the environment and that a Draft Environmental Impact Statement need not be prepared;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Amherst as follows:

. The Town Board sets a public hearing on the proposed transfer of the Property to the County of Erie to be held on September 2, 2025 at 7:00 p.m. at Town Hall, 5583 Main Street, Williamsville, New York 14221.

2. That the Town Board approves the attached Agreement of Purchase and Sale, subject to the Public Hearing, and thereafter authorizes and directs the Town Supervisor to execute the same on behalf of the Town, pending successful completion of the Contract Routing System (CRS).

SBB:EAB
c: Tim Koller, Deputy Town Clerk (w/ attachments **Agenda Item – August 18, 2025**)

8/18/2025
Consent

FINANCIAL IMPACT:

N/A

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

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this **"Agreement**"), made as of the __ day of _____, 2025 (the "***Effective Date***") by and between the **Town of Amherst**, a municipal corporation of the State of New York with offices located at 5583 Main Street, Williamsville, New York 14221(hereinafter referred to as "***Seller**")* and the **County of Erie**, a municipal corporation of the State of New York with offices located at 95 Franklin Street, Buffalo, New York 14202 (hereinafter referred to as the "***Purchaser***").

W I T N E S S E T H:

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

WHEREAS, the County of Erie wishes to acquire all right title and interest in and to the Property located at 772 North Forest Road and 385 and 391 Maple Road, formerly known as the Westwood Country club (hereinafter the "Property") and;

WHEREAS, the Town is agreeable to transferring all its right, title and interest in and to the Property in exchange for certain terms and conditions being met between the parties; and

WHEREAS, the preservation, protection, development and proper use of recreational facilities in the Town of Amherst and County of Erie for the benefit of the public and promoting the health, safety, and general welfare of the community is a matter of interest to all residents; and

WHEREAS, Seller has secured grant funding from New York State to design and construct certain recreational amenities, including an inclusive playground, and has agreed to use its best efforts to utilize the funding for substantially the same purpose as described in the grant application until and unless the grant is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made ("Town Project"); and

WHEREAS, the Property is currently identified and classified by the New York State Department of Environmental Conservation (NYSDEC) with an administrative classification as a "P Site" pursuant to 6 NYCRR Part 375-1.7(a)(4) and is the subject of an Order on Consent and Administrative Settlement executed by the Town, ("P-Order"). A copy of the P-Order is attached hereto and made a part hereof and is marked as **Schedule "A"**: and

WHEREAS, the P-Order provides a mechanism for the NYSDEC to provide oversight for any necessary investigation or remediation of the Property, and in order for Respondents to receive a regulatory Release as relates to any identified contamination, or the lack thereof; and

WHEREAS, the Town and the County desire that the County join as an additional party under the P-Order;

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NOW THEREFORE, the parties agree, that in consideration of the recitals contained hereinabove and the mutual covenants, conditions and terms contained hereinbelow in this Agreement of Purchase and Sale as follows:

1. **AGREEMENT TO BUY AND SELL**. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title, estate and interest in and to that real property located in the Town of Amherst, County of Erie and State of New York, consisting of approximately 170.5 acres in total, and generally described as the former Westwood Country Club Property (the "Property") located at 772 North Forest Road and 385 and 391 Maple Road. The Parties acknowledge and agree that the conveyance shall occur in two Phases; Phase A and Phase B as follows:

A. Phase A consisting of 162.2acres and as set forth in **Schedule "B-1"** shall be transferred within ten (10) days of the conclusion of the due diligence period as set forth in Paragraph 12 herein or as soon thereafter as may be reasonably practicable, and

B. Phase B consisting of 8.12 acres and as set forth in **Schedule "B-2"** shall be transferred within ten (10) days of the Seller notifying Purchaser that the Town Project as described in herein is complete consistent with the Inter- Municipal Agreement ("IMA") attached hereto as **Schedule "C"**.

2. **PROPERTY.** The Property is further described on the attached Schedule "B". Purchaser will accept the Property subject to restrictions of record providing they have not been violated, unless their enforcement is barred by law, and subject to water lines, sanitary sewer, drainage, gas distribution line and main, easements and rights-of-way of record.

3. **ADDITIONAL CONSIDERATION.** The parties acknowledge and agree that each shall benefit by the completion of this transaction **through the mutual development of** the Property by creating a regional recreational facility which will provide active and passive recreational opportunities for the residents of Town of Amherst and the County of Erie.

4. **EASEMENT.** The parties agree that Seller shall retain an easement for recreational purposes over the Property defined herein as Parcels A and B, the form of which is set forth and attached hereto on **Schedule "D"**, for a period of 23 years, or until the final maturity date of the bond used by Seller to purchase the Property in 2023, unless sooner mutually terminated in writing by both parties.

5. **THIS SALE INCLUDES.** All rights of Seller to all streets, highways, alleys, driveways, easements and rights-of-ways relating to the Property; all buildings and improvements, subject to the terms of the IMA.

6. **ADJUSTMENTS AT CLOSING.** There shall be prorated and adjusted, as of 12:00

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midnight prior to delivery of the deed, non-delinquent taxes and assessments appearing on current tax bills computed on a fiscal year basis.

Purchaser will accept title to the Property subject to, and will pay all assessments and installments of assessments for special or local improvements not yet due and payable as of the closing date, provided they appear on the current tax rolls.

7. SEARCH AND SURVEY.

A. Within three (3) business days after the Effective Date the Seller shall order, at its sole cost and expense and, immediately after receipt, deliver to Purchaser an abstract of title for the Property (minimum 1920 search) (the "Abstract") updated until a date after the Effective Date, a copy of any existing reports of title and/or title insurance as may have been issued for the Property and a copy of Seller's existing Map of Survey for the Property together with an "affidavit of no change" subject to such minor fences as may have been erected since the Property was last updated . Collectively the Abstract and the Survey are referred to as the "Initial Title Documents". Prior to Purchaser closing on Purchaser's acquisition of the Property the Seller shall also be required to obtain, at the Purchaser's sole cost and expense, an updated Abstract for the entire parcel to be purchased by the Purchaser ("Final Title Documents"). Purchaser shall have forty five (45) days after receipt of the Initial Title Documents ("Title Review Periods") to obtain an initial title commitment (the" Initial Title Commitment") for the Property and to furnish Seller with a written statement of initial objections, if any, to the marketability of title of the Property or to exception documents which, if not omitted from the initial title commitment, will preclude the Property from being used for the purchaser's intended use as a public park or materially interfere with such use ("Initial Objections"). Should Purchaser fail to timely notify Seller of any Initial Objections to title to the Property which are contained in such Initial Title Commitment(s) or which are shown on the Survey, Purchaser shall be deemed to have agreed to accept title subject to its review of the Final Title Documents. All title matters and exceptions set forth in the Initial Title Commitment(s) and all state of facts shown on the Survey which are not Objections that Seller agrees to satisfy pursuant to this Agreement and all title matters and exceptions which are waived or deemed to be waived by Purchaser are hereafter referred to as the "Initial Permitted Exceptions."

B. If Purchaser notifies Seller within the Initial Title Review Periods of Objections, then within five (5) business days after Seller's receipt of Purchaser's notice (the "Seller Response Periods"), Seller shall notify Purchaser of the Objections which Seller agrees to satisfy on or prior to the Closing, at Seller's sole cost and expense, and of the Objections that Seller cannot or will not satisfy ("Seller's Title Notices"). However, if an Owner's title Insurance Policy can be obtained to correct the title Objection(s) and provided the Title Insurance Company issuing same agrees to re-insure same in the future on behalf of the Purchaser, then the Purchaser shall agree to pay for the cost of the title insurance premium and the Town shall agree to accept same as though more fully cured by the Seller. If Seller fails to notify Purchaser within the Seller Response Period whether or not Seller will satisfy the Objections or if Seller notifies Purchaser that Seller will not satisfy all of the Objections, then Purchaser shall have the option to cancel this Contract within thirty (30) days after the expiration of the Seller Response Period or accept title as Seller can convey in which event those

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Objections shall become Permitted Exceptions. Notwithstanding anything herein to the contrary, Seller shall, at or prior to Closing, eliminate: (a) any mortgages created by Seller and encumbering the Property; (b) all past due ad valorem taxes and past-due assessments of any kind constituting (or which may constitute) a lien against the Property; (c) any mechanics' or materialmen's liens encumbering the Property resulting from labor or materials supplied to or on behalf of Seller, and/or (d) any monetary judgments against Seller and encumbering the Property; provided that in no event shall Seller be obligated to spend more than the aggregate sum of the Purchase Price to pay and/or discharge any liens referenced in subdivisions (c) and (d) hereof (collectively, "Seller's Mandatory Title Cure Obligations").

C. Within fifteen (15) business days prior to the closing on the acquisition of the Property, the Seller shall order and deliver to Purchaser, at Seller's sole cost and expense a current update to the Abstract the existing Survey and a survey depicting Parcel B to be retained by the Town consistent with the IMA, together with an affidavit of no change, subject to the fences which have been installed since the last Survey Map Update, (collectively the "Final Title Documents"). Should any defect, lien or encumbrances arise in the updated Abstract not previously set forth on the Abstract, the provisions set forth above shall apply with the exception that Seller shall be notified immediately of any such defect and shall respond as to its intentions regarding the curing of any such defect within three (3) business days after receipt of such notice. Purchaser may delay Closing, if necessary, to permit Seller a reasonable period of time to use its best efforts to cure any newly discovered title Objections.

D. Except as otherwise stated herein, it is a condition to Purchaser's obligation to close that Purchaser shall pay the premium and all other costs and expenses of the Title Company, meet the requirements of the Title Company applicable to Purchaser and comply with its obligations under this Agreement including, without limitation, to pay the Purchase Price, the Title Company shall issue a standard American Land Title Association Owners fee title policy (on the current form) (the "Title Policy") to Purchaser in the amount of the Purchase Price, insuring that Purchaser has good and indefeasible title to the Properties, subject only to the Permitted Exceptions. Except as stated hereinabove, Purchaser shall pay for the Title Policy and for any extended coverage including, without limitation, for survey coverage or for any affirmative coverages or endorsements which require an additional or special premium.

E. Seller shall, however, have the right, at its option, to remedy any title defects or objections and for such purpose shall be entitled to one or more adjournments of the Closing, but not for more than an aggregate of thirty (30) days beyond the date Purchaser gives written notice of such defect or objection, and Seller's and Purchaser's respective obligations shall remain in full force and effect in the meantime. Notwithstanding the forgoing, in the event of a marketability issue affecting the chain of title that the Title Company agrees to insure and to re- insure on future policies Purchaser shall pay the base premium for an owner's policy of title insurance in the amount of the Purchase Price which the County shall accept as a cure of the lack of marketability of the Property.

8. DEED. There shall be two closings consistent with the IMA. At closing of Parcel A, Seller shall deliver to Purchaser a warranty deed with lien covenants. The Deed shall

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further provide good, and marketable title in fee simple, free and clear of all encumbrances except as stated in this Contract. At closing of Parcel B, Seller shall deliver to Purchaser a warranty deed with lien covenants. The Deed shall further provide good, and marketable title in fee simple, free and clear of all encumbrances except as stated in this Contract.

9. POSSESSION & ACCESS.

(a) Sellers shall retain possession and occupancy of each Parcel until the time of the delivery of the deed for each Parcel, subject to any temporary tenancies existing at the time of closing subject to 9(b) below or any subsequent Agreement allowing the Purchaser the right to access the Property for such purposes as may be contained in such Agreement.

(b) Subject to written or email notification to Seller of not less than three (3) business days, Purchaser, its consultants, agents, or employees shall have access to any portion of the Property for the purposes of inspecting the property, including photographing, measuring, or conducting non-intrusive activities. In the event Purchaser wishes to conduct any intrusive activities, said shall be conducted pursuant to a work plan approved by the Seller and/or the NYSDEC. The Sellers consent shall not be unreasonably delayed, conditioned and/or denied.

10. COSTS. As relates to each Parcel at closing, Purchaser shall pay for the tax and title searches and their continuation to the date of closing, for any new survey that Purchaser may require, for the required New York State and county transfer taxes and for the recording fee for the deed. Seller shall pay any fees for obtaining or recording any documents necessary to clear title. All other closing costs will be paid as is customary in Erie County, New York.

11. DEFAULT/REMEDIES.

(a) Default by Seller: In the event of a Seller default not cured within five (5) days after delivery of written notice from Purchaser, the Purchaser shall have the right to institute an action for specific performance and for the payment of all actual and reasonable out of pocket costs and expenses incurred by Purchaser in connection with such action. In the event of a willful or intentional termination by the Seller, the Purchaser shall also preserve any and all rights it has in equity or at law against the Seller.

(b) Default by Purchaser: In the event of a Purchaser default not cured within five (5) days after receipt of written notice from Seller, the Seller shall have the right to institute an action for specific performance and for the payment of all actual and reasonable out of pocket costs and expenses incurred by Seller in connection with such action In the event of a willful or intentional termination by the Purchaser, the Seller shall also preserve any and all rights it has in equity or at law against the Purchaser.

12. DUE DILIGENCE PERIOD.

Purchaser shall have a period of sixty days from the final execution of this Agreement (the "Due Diligence Period") to conduct or cause to be conducted tests, studies, surveys,

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inspections, reviews, assessments or evaluations of the Property, including, , engineering, topographic, soils, zoning, wetlands and environmental inspections , but not to include any intrusive activities, including sampling or excavation of any nature. Assessments to be performed by an environmental consultant selected by Purchaser, in Purchaser's sole and absolute discretion) (the "Inspections"). Prior to Purchaser's or Purchaser's representatives first entry onto the Property, Purchaser shall maintain, or have Purchaser's representatives maintain and, shall prior to entry onto the Property, provide Seller proof of certificates of insurance, naming the Town of Amherst and the County of Erie as additional insureds in the types and amounts of coverage listed herein under **Schedule "E"**, column "B". In addition to the coverage listed under Schedule "E", proof of pollution liability coverage shall also be provided. Purchaser's agents, employees, consultants, inspectors, appraisers, engineers, contractors, and subcontractors (collectively, the "Purchaser's Representatives") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the Property, as well as conduct the Inspections. Without in any way limiting any of the rights of Purchaser pursuant to this Agreement, Seller agrees to reasonably cooperate with Purchaser in its Inspections. Purchaser shall schedule and coordinate all Inspections or other access thereto with Seller and shall give Seller at least three business days 'notice of entry, inspection and/or examination- which shall include identifying by name and affiliation each person who will be entering the Property. Intrusive activities, including sampling or excavation of any nature, cannot occur without the written approval of the Seller of a Work Plan approved by NYSDEC, which shall be in the sole discretion of Seller.

13. NYSDEC "P" PROGRAM

(a) The parties acknowledge and agree that the Property is currently classified by the NYSDEC as a "P Site" pursuant to 6 NYCRR Part 375-1.7(a)(4) and, as such, is the subject of an Order on Consent and Administrative Settlement ("P-Order"), voluntarily entered into by the Seller. *See* P-Order -Schedule "A".

(b) The Parties will work together so that the Purchaser may be added to the P-Order as a Respondent, in a form approved by NYSDEC, Purchaser's Counsel and Seller's Counsel, effective upon the closing of Phase A of this Property transaction, or earlier if agreed to by the Parties and NYSDEC. Amherst shall remain on the P-Order, subject to Purchaser being identified as the Remedial Party for the entire Property, except as set forth in the IMA regarding work associated with the Town Project attached hereto and incorporated herein as Schedule "C".

(c) This Agreement and the transactions contemplated herein are further subject to all notice provisions contained in NYSDEC Regulations found at 6 NYCRR Part 375-1.11(d) and 375-1-9(f)the Environmental Conservation Law. As soon as practical, but no later than fifteen (15) days after this Agreement is fully executed by all Parties, Seller and Purchaser shall complete, sign and deliver to NYSDEC a completed 60 Day Advance Notification of Site Change of Use and/or Ownership (the contents of which shall be jointly prepared by Purchaser and Seller) to seeking DEC consent to the transfer of title to Purchaser as required pursuant to any statute, regulation or guidance of NYSDEC, including 6NYCRR Part 375.

14. ENVIRONMENTAL ASSESSMENTS /AS-IS.

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(a) To the best of Seller's knowledge, it has delivered to Purchaser and/or agrees to deliver copies of all environmental inspection and other reports or documents in Seller's possession and/or control including, in the possession of Seller's consultants, agents or employees to the extent Seller has knowledge of any reports or documents and such items are available to Seller, and including but not limited to, copies of all reports submitted to the NYSDEC or other municipal authorities regarding environmental conditions at the Property. The parties further acknowledge that the Property is currently in the NYSDEC "P" Program and the Purchaser shall be solely responsible for any environmental remediation activities at the Property post-Closing, and as a result of any activities of Purchaser, its employees, consultants, agents, or contractors at or adjacent to the Property, subject to the approvals set forth in Paragraph 13 herein and except as set forth in the IMA (Schedule "C").

(b) Purchaser agrees that (a) except as otherwise specifically set forth herein and/or contained in any warranties provided by the Seller, Purchaser will accept the Property in "as is" condition at Closing, and (b) neither Seller nor any representative of Seller has made any representation upon which Purchaser relied with respect to the condition of the Property. Seller has not made, does not make and specifically negates and disclaims any representations or warranties of any kind or character whatsoever concerning or with respect to the nature, quality or condition of the Property.

(c) This section 14 shall survive the Closing and the transfer of title.

15. LIMITED ENVIRONMENTAL INDEMNIFICATION AND RELEASE

Except as set forth in the IMA (Schedule C) and except in the event of any third party action commenced against the Seller which asserts a claim under the New York State Environmental Quality Review Act relating to the Property, Purchaser shall at all times after Closing, release, defend, indemnify, and hold harmless Seller, and each officer, director, employee, assignee and agent of Seller (hereinafter "Seller Representatives") from and against any and all claims, suits, actions, debts, damages, losses, liabilities, litigations, judgments, charges, costs and expenses (including reasonable costs of defense), of any nature whatsoever asserted against, or incurred by Seller, and related to any of the following: (A) any Release or threatened Release to the environment of any Hazardous Materials present at the Property on, before or after the Closing, and whether or not such Release or threatened Release was known or unknown or discovered only after the Closing, or began only after the Closing, (B) any Environmental Law applicable to the Property, or (C) claims of compliance or non-compliance relating to the Property, (D) obligations under the P-Order or any subsequent Order issued by NYSDEC, including Purchaser's requirement to solely perform all work required by the NYSDEC for Seller's receipt of a release and no further action determination for the entire Property and, (E) claims arising out of the Purchaser's ownership, operation or use of the Property. The Parties waive any and all claims against one another, except for any cause of action to enforce the terms and conditions of this Agreement or the IMA attached hereto.

In the event that Purchaser agrees to defend Seller, Purchaser shall have the right to assign counsel on behalf of Seller, which counsel shall be reasonably acceptable to

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Seller. Seller may choose, at Seller's expense, to retain additional or other counsel.

For purposes of this paragraph, the following terms are defined as:

a. **"*Release*"** shall mean any depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing into the environment.

b. **"*Hazardous Material*"** shall mean any substance that, by its nature or its use, is regulated or as to which liability might arise under any Environmental Law including, any: (a) chemical, product, material, substance or waste defined as or included in the definition of "hazardous substance," "hazardous material," "hazardous waste," "restricted hazardous waste," "extremely hazardous waste," "solid waste," "toxic waste," "extremely hazardous substance," "toxic substance," "toxic pollutant," "contaminant," "pollutant," or words of similar meaning or import found in any Environmental Law, (b) petroleum hydrocarbons, petroleum products, petroleum substances, natural gas, crude oil, or any components, fractions, or derivatives thereof when Released into the environment, and (c) asbestos containing materials, polychlorinated biphenyls, radioactive materials, urea formaldehyde foam insulation, or radon gas.

c. **"*Environmental Law*"** means any and all applicable Law relating to pollution, protection, preservation, remediation or restoration of the environment (including, soils, sediments, subsurface soils, surface waters, ground waters, or atmosphere) or natural resources, including applicable Laws relating to Releases or threatened Releases of Hazardous Materials, or handling of, or exposure of any Person or property to, Hazardous Materials, including, the Clean Air Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Federal Water Pollution Control Act, and the Occupational Safety and Health Act, , as each has been amended from time to time and all other State, Federal or Municipal environmental conservation and protection laws including the New York State Environmental Protection Law and the New York State Navigation Law.

16. CONTINGENCY FOR MUNICIPAL APPROVAL.

The Parties' obligation to complete this Agreement are contingent upon securing all appropriate governmental approvals, including the successful negotiation of the Interim Remedial Measure Workplan ("IRM") with New York State Department of Environmental Conservation by the Parties (the "Approval Period"). The Parties acknowledge that the Town of Amherst's approval of this Agreement is subject to permissive referendum under New York State Town Law § 64.2. Should either Party not obtain their approvals prior to the expiration of the Approval Period either party may extend the Approval Period for a period of up to one-hundred twenty (120) days upon delivery of written notice to the other party (the "Extended Approval Period"). Should the Approval Period not be extended or should the approvals not be granted on or before the expiration of the Extended Approval Period either party may terminate this Agreement upon written notice to the other party, at which time neither party

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shall have any further rights or obligations hereunder except those that specifically survive termination of this Agreement.

17. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller represents and warrants as of the Effective Date and as of the date of Closing as follows:

(a) To Seller's knowledge, Seller has not received written notice of any pending or threatened eminent domain proceedings affecting the Property, in whole or in part.

(b) Seller is not a foreign person (as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder).

(c) Seller has not received any written notice from any governmental authority relating to any material violation or alleged material violation of any of governmental codes, ordinances, laws, rules or regulations affecting the Property, except as related to the P-Order (Schedule "A") and has complied with Paragraph 13 herein.

(d) Seller is a New York State municipal corporation duly formed and organized and in good standing and Seller will supply any required consents and resolutions that the Title Company requires at Closing regarding incumbency and authority.

The representations and warranties contained in this section 16 shall survive Closing and the transfer of title under or any termination of this Agreement until the last day of the twenty fourth (24th) calendar month after Closing.

18. PURCHASER'S REPRESENTATIONS AND WARRANTIES (ADD)

Purchaser makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) Purchaser is a municipal corporation duly organized and validly existing under the laws of the State of New York, is in good standing and has the power to enter into this Agreement and carry out its obligations hereunder. By proper action of its legislature or as otherwise required, Purchaser has been duly authorized to execute, deliver and perform this Agreement.

(b) There is no agreement to which Purchaser is party which is binding on Purchaser and which is in conflict with this Agreement. There is no action or proceeding pending or threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

The representations and warranties contained in this section 18 shall survive Closing and the transfer of title under or any termination of this Agreement until the last day of the twenty fourth (24th) calendar month after Closing.

19. PRE-OCCUPANY. **See** IMA attached hereto and incorporated herein as Schedule "C".

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20. P-ORDER. Subject to the terms of this Agreement, and the IMA attached hereto as Schedule "C", including the Approvals required from NYSDEC as set forth in the P- Order, attached hereto as Schedule "A", or any applicable Environmental Law or related regulations, Purchaser agrees that it shall be responsible and Release Seller and its officers, directors, employees and authorized agents from any and all claims relating to the investigation and remediation of all hazardous materials at the Property as a co-Respondent under the P -Order as may be required by NYSDEC for the issuance of a Release under the P-Order as set forth therein, including all requirements under a NYSDEC approved Site Management Plan.

21. CLOSING. This Agreement shall be closed through escrow within thirty (30) days, following the release of all contingencies contained in this Contract or at such time and place as Seller and Purchaser mutually agreed upon, but not later than January 31, 2026, or as otherwise extended by the Parties. Time is not of the essence as to the closing date; either party may after the above date, upon fourteen (14) days prior notice, declare time to be of the essence and set such a closing date.

22. BROKER'S COMMISSION. Seller and Purchaser agree that No Broker brought about this sale and that no commission is due to a Broker.

23. ENTIRE AGREEMENT. This Agreement and four Schedules contain the entire agreement between the Seller and Purchaser and nothing is binding on either of them which is not contained in this Agreement. This Agreement is intended to bind the Seller and Purchaser and those who succeed to their interests.

24. BENEFITS. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors, and assigns of the respective parties.

25. NOTICES. All notices and demands required or permitted by either party under this Agreement shall be served upon the other party by personal delivery, by registered or certified United States Mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier (such as Federal Express or UPS), addressed to the respective parties at their respective addresses as set forth below:

If to **Seller**:
Town of Amherst
Town Supervisor
Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221

With a copy to the following:

Town of Amherst
Town Attorney Amherst
Municipal Building
5583 Main Street
Williamsville, NY 14221

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and

Doreen A. Simmons, Esq.
Hancock Estabrook, LLP
1800 AXA Tower I
100 Madison Street
Syracuse, New York 13202

and, if given to **Purchaser**, shall be addressed as follows:

Erie County Executive
95 Franklin Street, 16th Floor
Buffalo, NY 14202

with a copy to:

County Attorney's Office
95 Franklin Street, Rm. 1634
Buffalo, NY14202

Delivery shall be deemed complete on the earlier of actual receipt, duly receipted for, if personally delivered, or two (2) postal delivery days after mailing, or one (1) business day after deposit with an overnight courier. The addresses to which notices and demands shall be delivered or sent may be changed from time to time, by notice served as hereinabove provided by either party upon the other party.

26. SEVERABILITY. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

27. CONSTRUCTION. The parties acknowledge that each party and its counsel have had the opportunity to review, comment on, and approve this Agreement, and any rule of construction that provides ambiguities within this Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

28. TIME PERIODS. In the event that any time period set forth in this Agreement would otherwise expire on a Saturday, Sunday, or holiday, such time period shall be deemed to be automatically extended to the next business day.

29. ATTORNEY'S FEES. In the event of litigation between the parties concerning the provisions of this Agreement, actual and reasonable costs and expenses and attorneys'

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fees shall be as determined by the Supreme Court located in the County of Erie and State of New York.

30. ASSIGNMENT. Purchaser shall at all times have the right to assign, sell, transfer, convey, and/or encumber any or all of its rights and interests under this Agreement upon delivery of prior written notice to Seller to a governmental entity affiliated with Purchaser. Any other assignment shall require Seller's consent, such consent to not be unreasonably delayed conditioned and/or withheld, but any such assignee shall agree in writing to comply with all of the terms and conditions set forth herein. Seller shall have the right to assign this Agreement upon delivery of written notice to Purchaser upon the reasonable consent of the County.

31. COUNTERPARTS. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

32. GOVERNING LAW AND JURISDICTION. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Contract shall be brought in the New York State Supreme Court located in the County of Erie.

33. EXCLUSIVITY. From and after the Effective Date and until the earlier of the Closing or the termination of this Agreement, Seller hereby agrees and covenants that Seller shall not execute any agreement to sell the Property to any person or entity other than Buyer.

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

IN WITNESS WHEREOF, the parties have executed this Contract of Sale effective as of the last date set forth below (the "Effective Date").

SELLER:

The Amherst Town Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town of Amherst Board, at a meeting thereof held on_____, 2025. Brian Kulpa, Amherst Town 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 of Amherst Clerk.

TOWN OF AMHERST

By: _____

Brian Kulpa, Town Supervisor
Date:_____

PURCHASER:

The County Executive has executed this Agreement pursuant to a Resolution adopted by the Erie County Legislature, at a meeting thereof held on_____, 2025. Mark C. Poloncarz, Erie County Executive, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the County 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 County Attorney.

COUNTY OF ERIE

By: _____

Mark C. Poloncarz, County Executive

Date: _____

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SCHEDULE A

NYSDEC "P Site" Order on Consent and Administrative Settlement

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SCHEDULE "B-1"

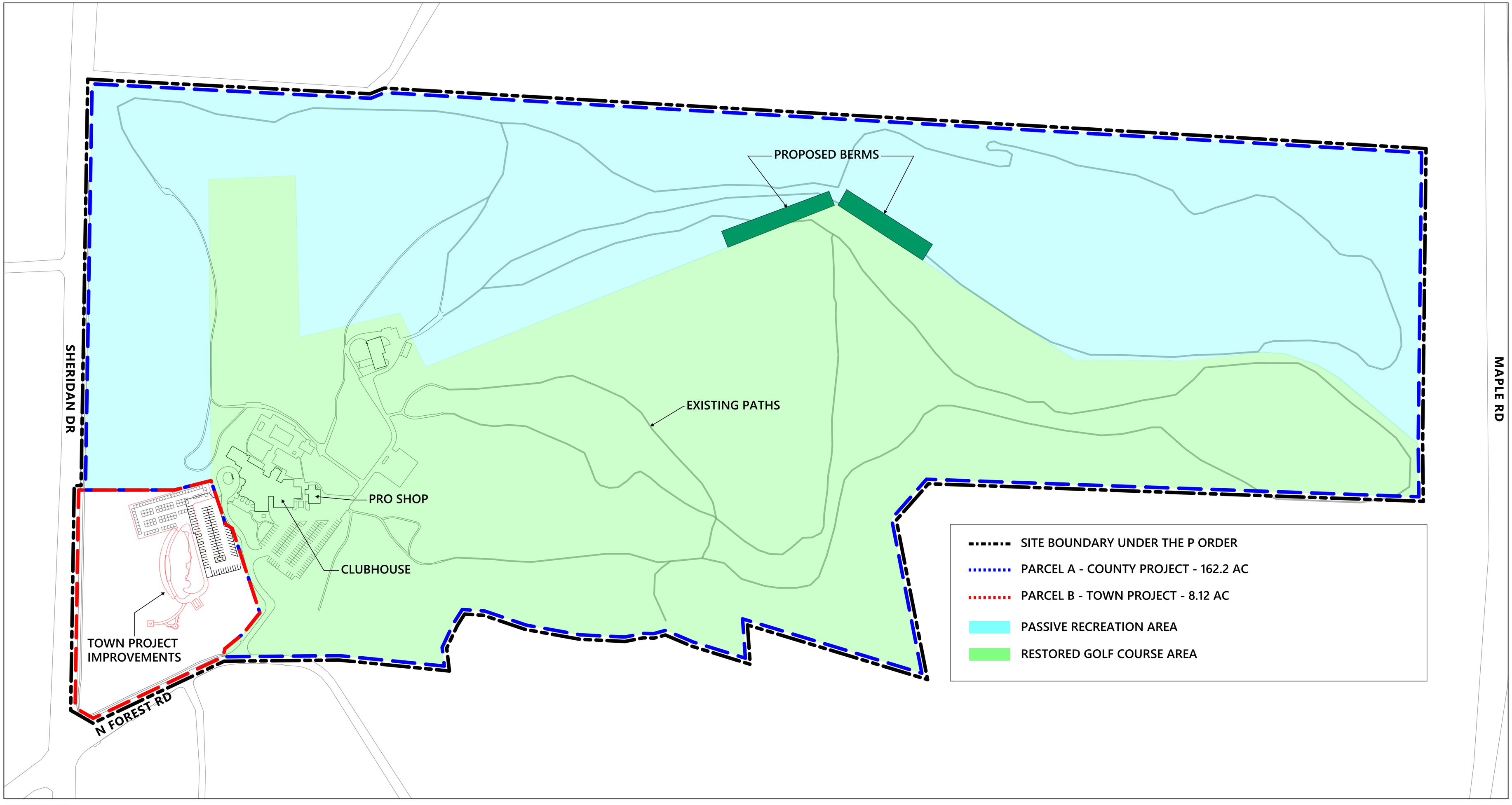
PARCEL A

DRAFT

Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

WILLOWDALE PARK

PARCEL MAP



C&S COMPANIES®

AUGUST 2025

0 150 300 Feet

Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SCHEDULE "B-2"

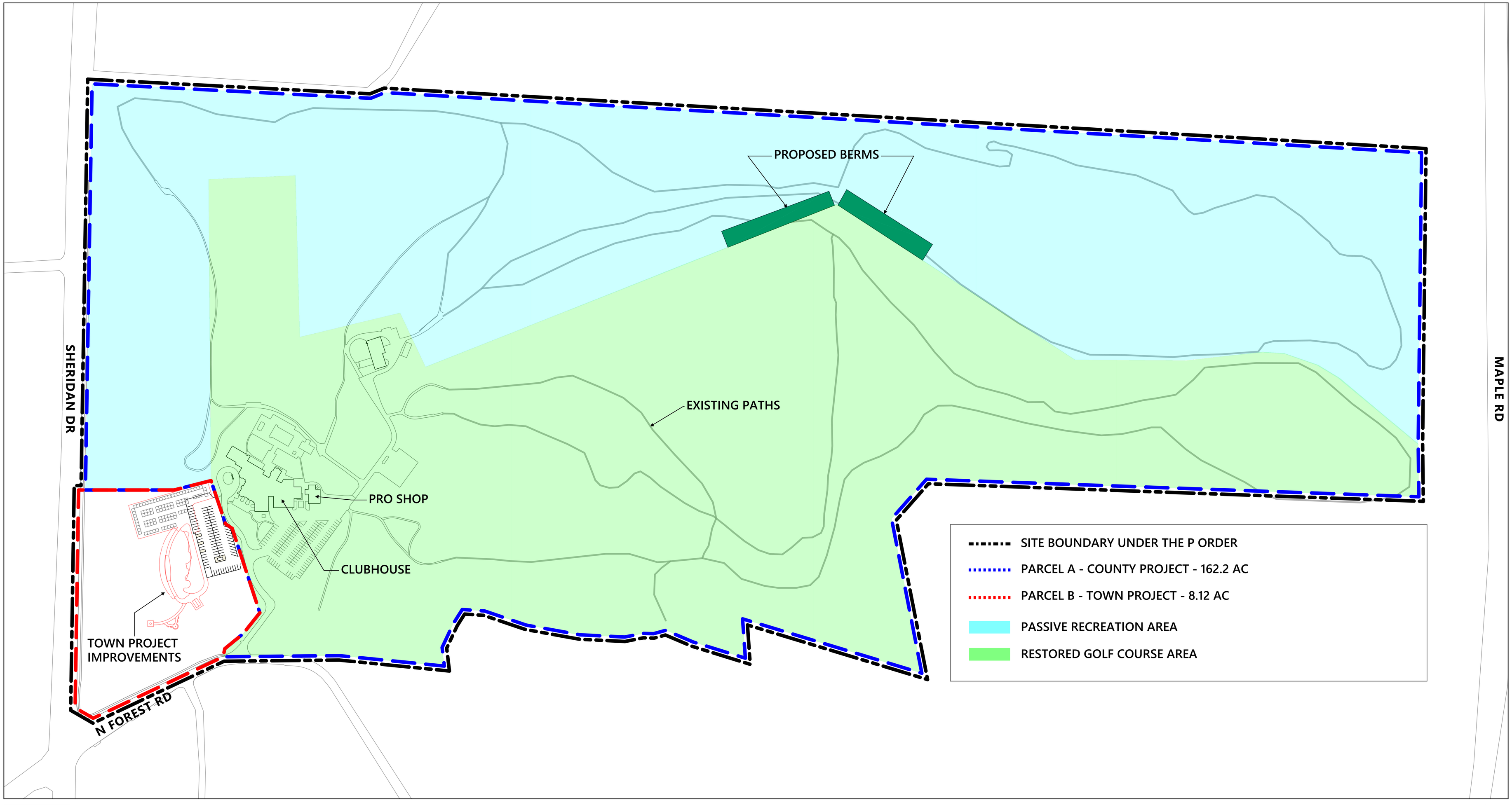
PARCEL B

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

WILLOWDALE PARK

PARCEL MAP



C&S COMPANIES®

AUGUST 2025

0 150 300 Feet

Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SCHEDULE C
Intermunicipal Agreement

INTERMUNICIPAL AGREEMENT

THE COUNTY OF ERIE
AND
THE TOWN OF AMHERST

THIS INTERMUNICIPAL AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below, is by and between the **COUNTY OF ERIE**, a municipal corporation of the State of New York, with offices located at 95 Franklin Street, Buffalo, New York 14202 (hereinafter referred to as the "County") and **THE TOWN OF AMHERST,** a municipal corporation of the State of New York, having an office and place of business at 5583 Main Street, Williamsville, New York, 14221 (hereinafter referred to as the "Town").

WHEREAS, the County and Town, pursuant to General Municipal Law §§ 119-o, and 244-b, and otherwise, have municipal powers to design, improve, and maintain property for recreational purposes for the benefit of the public they serve, and to enter into joint agreements for the same; and

WHEREAS, the Town has acquired certain real property consisting of approximately +/- 170 acres, situated in the Town of Amherst and identified on tax maps as 772 North Forest Road (SBL#68.01-1-1), 385 Maple Road (SBL#55.18-4-9), and 391 Maple Road (SBL#55.18-4-10) (collectively the "Property"); and

WHEREAS the Town, with financial assistance from the County provided pursuant to an Intermunicipal Agreement ("First IMA") dated January 18, 2023, attached as Exhibit A, and Amended pursuant to a First Amendment to said IMA Agreement dated June 25, 2024 (Attached as Exhibit B) has been preparing the Property for redevelopment into a world class regional park (the "Project") for the benefit of all the residents of Amherst and Erie County; and

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

WHEREAS, after the Town completed its environmental review of the Project, to move portions of the Project into the construction phase the Town and County entered into a park development phase for the Property; and

WHEREAS, the County desires to continue to join with the Town in developing the Property, to the extent feasible, into destination County parkland for the enjoyment of nature and other recreational activities of benefit to the residents of the Town and County (the "Project"), by now providing the park improvements set forth in Exhibit C (the "County Improvements"), on the approximately 162 acres of the Property set forth in Exhibit D as Parcel A, so that Parcel A may be developed, operated, and maintained by the County as parkland with a passive park, and a 9 hole golf course, consistent with the concept plan set forth as Exhibit E, at the sole cost and expense of the County; and

WHEREAS, as part of the County's assistance, the County will be implementing remediation activities on Parcel A under New York State Department of Environmental Conservation ("NYSDEC") oversight provided for under the NYSDEC "P" Program, authorized under New York State Environmental Conservation Law Article 27, Title 13 and ECL 3-0301; and

WHEREAS, The Town shall develop its own project on the remaining 8.2 acres of the Property as set forth in Exhibit D as Parcel B to include an inclusive playground and public square area designed to support a variety of economic driving activities such as local markets and holiday markets; and

WHEREAS, the Town and County have executed a Purchase and Sale Agreement (the "PSA") under which the County will take title to the full Property in two phases as described therein.

NOW, THEREFORE, in consideration of the above, and to reflect the current status of the Project, and to safely and responsibly complete the Project, and for other good and valuable consideration, the receipt and sufficiency of which are hereby reaffirmed and acknowledged, the County and Town agree that the County shall be authorized to develop, operate, and maintain Parcel A as parkland subject to the following terms and conditions:

1. No work items identified in Exhibit C shall proceed until work plans for each item of work to proceed have been approved in writing by _____ on behalf of the Town, and all applicable approvals and permits have been issued, including all necessary approvals of the NYSDEC with respect to a Change of Use, execution by the County of an Amendment to the existing P-Order so as to add the County as a Respondent, and to amend related work plans.

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

2. Within seven (7) days of execution of this Agreement, the Town shall provide notice to the current tenant that the Town is terminating their existing lease and the current tenant shall be ordered to vacate and remove all vehicles from the Property within 30 days of the date of such notice.

3. With regard to the activities of the County authorized by this Agreement, while the Agreement remains in effect the County shall procure and maintain insurance coverage approved in writing by the Town for its maintenance, operation and/or repair of the Property as specified in Schedule "E" attached hereto and made a part hereof which shall include pollution legal liability coverage. The County may provide proof of self-insurance in lieu of insurance policies for the work performed by its own professionals in the design of the Project.

4. During the term of this Agreement the County agrees to cause its consultants, sub-consultants and vendors to maintain insurance coverage consistent with the insurance certificate included as Schedule "E" hereto and to name the "Town of Amherst" as an additional insured on a non-contributory basis with a waiver of subrogation on all such insurance policies, and to provide to the Town Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of such work.

5. During the term of this Agreement, and to the extent authorized by law, the County, and its contracted professionals shall indemnify, defend and hold harmless the County, and the Town, and their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, penalties, fees, and actual and reasonable attorney's fees or loss of any nature arising out of the County performance of activities pursuant to this Agreement.

6. The Town shall have sole responsibility, authority, and control over the operation, management, scheduling, and maintenance of Parcel B during redevelopment by the Town of Parcel B. Once remediation and redevelopment efforts on Parcel A are safely and responsibly completed, upon notice by the Town to the County said Property shall be operated as a public park by the County providing recreational resources to all Town and County residents..

7. From the execution of this Agreement and during redevelopment of Parcel A by the Town, the Town shall have shared use of the Maintenance Building and Cart Building with the County, as depicted on Exhibit D. Said use shall terminate upon notice by the Town to the County, or upon the County's written notice to the Town of not less than thirty (30) days,

8. The County shall, at its sole cost and expense, investigate, remediate, monitor, repair, maintain, operate, and properly supervise the Property.

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

It is understood and agreed that such investigation, remediation, monitor, repair, maintenance, operation, and supervision shall be performed as necessary, including to address hazardous conditions at the Property as approved by or required by NYSDEC, consistent with the P Order being executed by the County as determined by NYSDEC, and consistent with the Recreational Easement attached hereto as Exhibit F.

9. Following construction of the County Improvements on the Property so as to safely and responsibly redevelop it as passive parkland with amenities together with a nine-hole golf course, Parcel A shall be available to the public as required by this Agreement although the County shall have sole discretion to determine schedule and terms of use, and to manage it as a County Park, and consistent with Exhibit F.

10. Throughout the term of this Agreement the County shall, at its own cost and expense, promptly comply with all applicable statutes, ordinances, rules, orders, regulations, codes and requirements of , Federal and State governments, including all requirements under the P-Order as determined by NYSDEC.

11. This Agreement shall terminate at such time as the Town transfers Parcel A to the County pursuant to a duly authorized and executed Purchase and Sale Agreement; however, if after one (1) year from the date of this Agreement Parcel A has not yet been transferred to the County, and the County in its sole judgment determines it is not feasible to proceed the County may terminate this Agreement. In the event of such a termination any improvements made on the property shall remain in the exclusive ownership of the Town at no cost or expense to the Town.

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized officers and/or agents as of the day and year first set forth above.

TOWN OF AMHERST

By: _____
Name: Mark C. Poloncarz/Lisa Chimera
Title: County Executive/Deputy County Executive
Date:_____

By: _____
Name: Brian J. Kulpa
Title: Amherst Town Supervisor
Date:_____

APPROVED AS TO CONTENT

_____
By: Troy P. Schinzel
Title: Commissioner of Parks. Recreation & Forestry

APPROVED AS TO FORM

_____
By: Richard Stanton
Title: Assistant County Attorney
Date: _____
Erie County Document No.: _____

APPROVED AS TO FORM

_____
By: Steven B. Bengart
Amherst Town Attorney
Daste: _____

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

EXHIBIT "A"

FIRST INTERMUNICIPAL AGREEMENT

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

EXHIBIT "B"

FIRST AMENDMENT TO INTERMUNICIPAL AGREEMENT

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

EXHIBIT C

ACTIVITIES AUTHORIZED TO BE UNDERTAKEN TO DEVELOP, OPERATE AND MAINTAIN A PUBLIC PARK ON PARCEL A

1. Pre-IRM Activities may include:
    a. Stockpiling of pre-tested soil meeting 6 NYCRR Part 375, and Fill Type 1 (F 1) under 6 NYCRR Part 360.13(f) standards for Commercial Use to be used as cover with implementation of anticipated Interim Remedial Measures during site remediation under NYSDEC "P" Program. The stockpiling is limited to paved areas on Parcel A.
    b. Secure Clubhouse Building - Roof work at old clubhouse (possible cover until replacement). In September-October 2025 work would be tarping roof and securing minimal heat source to avoid further deterioration.
    c. Secure and renovate Pro Shop. Pro Shop work would entail establishing public restroom facilities, and upgrading heating, repainting, and interior upgrades if necessary. Maintenance Building work would involve making sure building is weather type, Maintenance Building would also be available for use by Town and County, and County Golf Course vendor.
    d. Cart path/trail restorations. This work would involve extension of width of paths approximately 12 inches , and repaving over existent path and new 12 "inch path with asphalt. New 12" inch path would require a 4" stone base. Commencing as soon as IMA is signed. This activity must be conducted in accordance with an NYSDEC approved excavation work plan, performed in accordance with the "P" Program.
    e. Inspect, test, and repair irrigation on fairways, after execution of an NYSDEC approved Soils Management Plan. This activity must be conducted in accordance with an NYSDEC approved excavation work plan, performed in accordance with the "P" Program.
    f. Reestablishment of fairways holes 10-18 by (brush hogging, clearing fallen trees, tree trimming). This activity must be conducted in accordance with an NYSDEC approved excavation work plan, performed in accordance with the "P" Program.
2. Implementation of NYSDEC Interim Remedial Measure work plan (IRM) on Parcel A may include
    a. Remediation of tee boxes and greens pursuant to the IRM.
    b. Berming of excavated soils from remediation areas in accordance with IRM, if part of the IRM.
    c. Reestablishment of tee and greens on holes 10-18, and putting/chipping practice area.
3. Post IRM, consistent with NYSDEC site management plan
    a. After IRM work is complete, open, operate, and maintain passive park for benefit of public.

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

b. After IRM work complete, and bathrooms established, operate and maintain golf course.

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

EXHIBIT D

PARCELS OF LAND

EXHIBIT E

INSURANCE REQUIREMENTS

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SCHEDULE D

Town of Amherst Form of Recreational Easement

RECREATIONAL EASEMENT AGREEMENT

THIS RECREATIONAL EASEMENT AGREEMENT ("Easement") is made this _____ day of _____, 2025 by and between the **COUNTY OF ERIE**, a municipal corporation of the State of New York, with offices at 95 Franklin Street, Buffalo, New York 14202 (the "County") and the **TOWN OF AMHERST**, a municipal corporation of the State of New York, with offices at 5583 Main Street, Williamsville, New York 14221 (the "Town").

WHEREAS, simultaneously with the delivery of this Easement, the County is acquiring from the Town certain real property located in the Town of Amherst, County of Erie being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, the Town is a municipal corporation of the State of New York that desires to have continued use of the Property for recreational purposes that are incident to typical park use;

WHEREAS, the County desires to grant to Town an easement over the entirety of the Property, for the continued Town use and enjoyment of the Property for recreational purposes.

NOW, THEREFORE, in consideration of the foregoing recitals and $1.00, and other good and valuable consideration, receipt of which is hereby acknowledged by the County, the parties agree as follows:

1. **Grant of Easement to the Town**. The County hereby grants, transfers, and conveys to the Town for its benefit a perpetual easement for purposes typically associated with parks together with a right-of-way for ingress, egress, and access by the Town over and across the Property for such uses ("Recreational Purposes"). The Recreational Purposes shall be subject to the following conditions:

   a. Camping, hunting, cooking, campfires, meetings, drug usage, alcohol consumption, gathering or similar activities are expressly prohibited. No trash, litter or other belongings shall be deposited within the Property and no persons other than the County shall remove or disturb any timber vegetation or crops within the Property.

b. No vehicles, structure or other property shall be parked, stored or placed within the Property at any time except to the extent specifically permitted herein.

c. The County retains all rights accorded to the general public for use of the Property.

d. The County reserves the right to use the Property for any lawful purpose, including but not limited to the installation of utilities, vegetation management, and signage installation, provided such use does not permanently interfere with or substantially impede the Recreational Purposes generally.

e. The County shall, at its sole cost, mow, trim brush and branches, grade and improve the Property, including but not limited to the application of gravel, crushed stone, cinders, stone dust and/or asphalt; the construction, installation, repair and/or replacement of bridges, culverts, pipes, railings, fences, gates, barriers to control access, vegetative screening, and interpretive signs.

f. No person is permitted to charge a fee for access to the Property.

2. **Limitation on Private Contracts**. In addition to the rights granted to the Town in Section 1 herein, this Easement further restricts the County's ability to contract with private parties for any services to be provided at the Property as described in this Section 2. The County agrees that it will not enter into any contracts or agreements with any third parties to provide services at the Property that may inure to the private benefit of any party ("Third-Party Contract") unless each Third-Party Contract is terminable upon thirty (30) days' notice by the County without cause. The County will provide the Town with at least thirty (30) days' advance notice of each Third-Party Contract for review prior to entering into any Third-Party Contract.

3. **Compliance with Order on Consent**. The parties acknowledge that this Easement is further subject to the terms and conditions contained in a certain Order on Consent and Administrative Settlement (Index No. R9-20240227-28) dated February 27, 2024 ("Order"). The County and the Town will take all actions necessary to remain in compliance with the Order, including, but not limited to, any requirements under the Order, any applicable laws, regulations or restrictions on use.

4. **Easement Runs with Land; Successors and Assigns**. This Easement shall bind and run with title to the Property forever, and shall inure to the benefit of the Town and the Town's successors and assigns; provided, however, that any successor or assignee of the Town must be agreed upon by the County, whose agreement will not be unreasonable withheld, and be a federal, state or local government corporation or a Not-For-Profit Corporation qualified under the laws of New York State to hold such easements; and further provided that Town may terminate this Easement as provided under Paragraph 5 below.

5. **Hold Harmless, Indemnification**. Each party agrees to defend, indemnify and hold harmless the other from any claims, suits, actions or proceedings for any cause of action arising out of any negligent act or omissions of the indemnifying party, its employees, contractors or agents with respect to the easement herein granted, and from any claims, suits, actions or proceedings for any cause of action claimed or brought by any person using the Property, except for intentional acts or the negligence of each party, its employees, contractors or agents.

Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

6. **Termination/Modification**. In the event that the Town determines that this Easement is no longer needed or desirable, the Town may terminate this Easement by written instrument duly signed by the Town and acknowledged, and recorded in the Erie County Clerk's Office. This Easement may otherwise only be modified or amended by written instrument executed by the parties (or their successors in interest) and recorded in the Erie County Clerk's Office.

7. **Governing Law**. This Easement shall be governed by and construed in accordance with the laws of the State of New York.

8. **Attorneys' Fees**. If any action at law or in equity is brought to enforce or interpret the provisions of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs and expenses of litigation from the other party, which amounts may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose.

9. **Authorization**. Each party hereto represents and warrants to the other party that this Agreement has been duly authorized and approved and the person signing below on behalf of each party has been duly authorized to execute this Agreement on behalf of such party.

10. **Notice**. Unless specifically stated otherwise in this Easement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses first set forth above, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. on a business day and the original also is sent via overnight courier or United States mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed. Any party may change its address by giving written notice as provided herein. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided herein.

[Signature Page Follows]

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

COUNTY OF ERIE

By: _____
Mark C. Poloncarz, County Executive

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

On the ____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the persons upon behalf of whom the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

On the ____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark C. Poloncarz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the persons upon behalf of whom the individual acted, executed the instrument.

_____
Notary Public

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

EXHIBIT "A"

Property Description

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SCHEDULE E
Insurance Schedule

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the NYS Department of Financial Services.
If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contrac
Commercial Gen. Liab.	$1,000,000 per occ.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000	$1,000,000 CSL	$1,000,000	$1,000,000 CS
General Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Products Completed Operations Liability	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	$1,000,000 CSL		$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CS
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	$5,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000	$1,000,000
Worker's Compensation	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			$5,000,000				
Cyber Liability	$1,000,000	N/A	$5,000,000	N/A	N/A	N/A	$1,000,000
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI. Coverage must be provided on a primary-noncontributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law

Use Applicable Certificates Below:

Workers Compensation Forms

DBL (Disability Benefits Law) Forms

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self-Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self-Insured

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

XIII Cyber Liability coverage must be provided in instances where vendors/contractors have access to the County's IT network and/or any personal and confidential information.

XIV Pollution/Environmental Liability coverage required for projects involving the remediation, handling, transporting and/or disposal of hazardous waste Including but not limited to asbestos, lead and any other substance determined to be a Pollutant or Contaminant by the (DEC).

XV Endorsement CG2038 (Additional Insured) or equivalent should be used in construction contracts where there is no direct contract between the Contractor performing services and ECC/Erie County.

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Attachment: 5772_original_contract_12872 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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

Francina J. Spoth
Town Clerk

Meeting: 02/05/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28576 **RESOLUTION 2024-133** **ADOPTED**

"P" Order for NYSDEC Oversight - Amherst Central Park

AGENDA ITEM - FEBRUARY 5th, 2024

TO: **Town Board**

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

DATE: **January 31, 2024**

RE: **P Order For NYSDEC Oversight - 772 North Forest Road**

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

WHEREAS, on April 12, 2023, following approval of this Town Board, the Town of Amherst purchased certain property consisting of approximately 170.5 acres known as Tax Map/Parcel No.: 68.01-1-1.2, 772 North Forest Road, Town of Amherst (the "Site"); and

WHEREAS, the Town of Amherst intends to develop the Site as the Town of Amherst Central Park; and

WHEREAS, environmental studies conducted by the prior Owner prior to the purchase of the Site by the Town of Amherst, indicated the presence of environmental conditions which exceeded in some areas of the Site standards promulgated by NYSDEC for the certain planned uses of the Site by the Town of Amherst; and

WHEREAS, the Town of Amherst contacted NYSDEC to address environmental conditions at the Site to the satisfaction of NYSDEC, consistent with legal and regulatory requirements for the development of the Site by the Town of Amherst for its intended use; and

WHEREAS, the Town and the NYSDEC have negotiated a "P" Order to provide for NYSDEC oversight, including the submission of Work Plans and analytical findings to NYSDEC;

NOW THEREFORE, BE IT RESOLVED that this Town Board directs:

1. The Town Supervisor to execute the Order on Consent and Administrative Settlement ("Order") , attached hereto for a Remedial Program for the Site known as "Amherst Central Park" (DEC Site No. 915291, 772 North Forest Road, Amherst, New York, which Order shall under NYSDEC oversight in coordination with the Town's proposed construction activities, appropriately characterize and address contamination at the Site consistent with the Town's intended use.

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2. The Town Supervisor, and his designee is further authorized to provide for the submittals to the NYSDEC as provided in the Order, with not less than quarterly reports to this Board regarding activities undertaken under the Order as authorized by this Resolution.

MAP:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item - February 5, 2024**)

2/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this Resolution.

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

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NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
STATE SUPERFUND PROGRAM
ECL §27-1301 *et seq.*

In the Matter of a Remedial Program for

ORDER ON CONSENT AND ADMINISTRATIVE SETTLEMENT
Index No. [TBD]

DEC Site Name: Amherst Central Park
DEC Site No.: 915291
Site Address: 772 North Forest Road
Town of Amherst, New York

Hereinafter identified in further detail and referred to as the "Site"

by: the Town of Amherst, New York

Hereinafter referred to as the "Respondent"

---

1. A. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.

B. The Department is responsible for carrying out the policy of the State of New York to conserve, improve, and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL.

C. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13 and ECL 3-0301, and resolves Respondent's liability to the State as provided at 6 NYCRR 375-1.5(b)(5).

2. The Site is not currently listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State and is instead identified as a “P” or potential site with a Site Number of 915291. Respondent purchased the Site in April 2023.

3. Respondent consents to the issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste at or from the Site;

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and/or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment.

4. Respondent and the Department agree that the primary goals of this Order are to appropriately characterize the contamination at the Site under Department oversight and in coordination with Respondent's proposed construction activities and its intended use of the Site.

5. Solely with regard to the matters set forth below, Respondent hereby waives any right to a hearing as may be provided by law, consents to the issuance and entry of this Order, and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agrees not to contest the validity of this Order or its terms or the validity of data submitted to the Department by Respondent pursuant to this Order.

NOW, having considered this matter and being duly advised, **IT IS ORDERED THAT**:

I. Real Property

The Site subject to this Order has been assigned identification number 915291, consists of approximately 170.5 acres, and is as follows:

Subject Property Description (A map of the Site is attached as Exhibit A)

Tax Map/Parcel No.: 68.01-1-1.2
772 North Forest Road, Town of Amherst
Owner: The Town of Amherst

II. Submittals to the Department; Deviations from Standard Clauses

A. A Construction Characterization Work Plan ("CCWP") submitted on behalf of Respondent and approved by the Department is attached hereto as Exhibit B and is incorporated herein and made a part of this Order.

B. The CCWP referenced in the preceding section II.A covers an approximately 18-acre portion of the Site, which Respondent has identified as Phase 1 of a project intended to convert the Site into a public park. Respondent shall submit additional Work Plans covering the remaining portions of the Site within a reasonable time, pursuant to a timeline to be mutually agreed upon by Respondent and the Department. Respondent and the Department shall cooperate in good faith to finalize and implement said additional Work Plans. Upon approval of said additional Work Plans by the Department, the approved Work Plans shall be automatically incorporated into and made a part of this Order, and Respondent shall comply with all provisions of said approved Work Plans in its performance of work at the Site, subject to the rights and defenses of Respondent.

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C. Respondent shall not be required to submit a regulatory Citizen Participation Plan pursuant to Section I of Appendix A - "Standard Clauses for All New York State Superfund Administrative Orders" ("Standard Clauses") attached hereto, or a Records Search Report pursuant to Section II of the Standard Clauses. Respondent and the Department may mutually agree in writing on other departures from requirements set forth in the Standard Clauses.

D. Respondent shall not be required to submit a Change of Use notification to the Department pursuant to Section XI of the Standard Clauses for any proposed activity or change of use on the Site that has already been disclosed to the Department in a Work Plan (including but not limited to the CCWP). For any proposed activity or change of use on the Site that has not already been disclosed to the Department in a Work Plan (including but not limited to the CCWP), Respondent shall submit a Change of Use notification to the Department using the Department's publicly available notification form.

III. Payment of State Costs

Respondent shall not be responsible for reimbursing the Department for oversight costs incurred by the Department pursuant to this Order.

IV. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Respondent shall be sent to:

Andrew Zwack, DEC Project Manager (electronic copy only)
New York State Department of Environmental Conservation
Division of Environmental Remediation
700 Delaware Ave
Buffalo, NY 14209-2202
andrew.zwack@dec.ny.gov

Christine Vooris (electronic copy only)
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
christine.vooris@health.ny.gov

2. Communication from the Department to Respondent shall be sent to:

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Supervisor Brian J. Kulpa
Town of Amherst
5583 Main Street
Williamsville, NY 14221
bkulpa@amherst.ny.us

Town Attorney Martin Polowy, Esq.
Town of Amherst
5583 Main Street
Williamsville, NY 14221
mpolowy@amherst.ny.us

Doreen A. Simmons, Esq.
Hancock Estabrook, LLP
1800 AXA Tower I
100 Madison Street
Syracuse, NY 13202
dsimmons@hancocklaw.com

B. The Department and Respondent reserve the right to designate additional or different addressees for communication on written notice to the other. Additionally, the Department reserves the right to request that Respondent provide one or more paper copies of any work plan or report.

C. Each party shall notify the other within ninety (90) days after any change in the contact information listed in this section IV.

V. Satisfactory Completion

A. If the Department determines that one or more portions of the Site have been investigated and/or remediated such that no further remedial action is presently necessary, other than implementation of a Site Management Plan (if a Site Management Plan is required by the Department for such portion or portions of the Site), the Department may issue a Satisfactory Completion/No Further Action Letter for any such portion of the Site, and may issue multiple such letters at different times for different portions of the Site. To request a Satisfactory Completion/No Further Action Letter from the Department for a portion of the Site, Respondent shall submit a Construction Completion Report identifying the boundaries and size of the portion to be covered by the letter and describing all activities completed and sampling performed on that portion of the Site pursuant to a Department-approved Work Plan. The Construction Completion Report shall contain sufficient information to allow the Department to determine whether the portion of the Site in question requires further action based on sampling data and the proposed land use. Satisfactory Completion/No Further Action Letters issued for portions of the Site pursuant to this section V.A may differ from the Department's draft Satisfactory Completion/No Further Action Letter attached as Exhibit

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C and referenced below in section V.B, as needed based on relevant facts and circumstances.

B. If, after the completion of any required investigations, interim remedial measures, and/or construction activity as described in the Department-approved CCWP and other Department-approved Work Plans for the entire Site, the Department determines that the Site will not be listed in the *Registry of Inactive Hazardous Waste Disposal Sites in New York State*, the Department will issue a Satisfactory Completion/No Further Action Letter to Respondent reflecting the Department's determination that, other than implementation of a Site Management Plan (if a Site Management Plan is required by the Department), no further remedial action at the Site is presently necessary. A draft reflecting the typical form and substance of the Department's Satisfactory Completion/No Further Action Letter for the Site is attached hereto as Exhibit C.

VI. Restriction of Site Access

Respondent shall cause all areas of the Site that are not covered by a Department-approved Work Plan (including but not limited to the CCWP) or by a Satisfactory Completion/No Further Action Letter to be at all times fenced or otherwise secured to the Department's satisfaction, to prevent entry by the public. Respondent shall provide at least 60 days' written notice to the Department before allowing public access to any portion(s) of the Site.

VII. Miscellaneous

A. Exhibit A (Site map), Exhibit B (Department-approved CCWP), Exhibit C (draft Satisfactory Completion/No Further Action Letter), and Appendix A (Standard Clauses for All New York State Superfund Administrative Orders) are attached to and hereby made a part of this Order as if set forth fully herein.

B. In the event of a conflict between the main body of this Order (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the main body of this Order shall control.

C. The effective date of this Order is the 10th day after it is signed by the Commissioner or the Commissioner's designee.

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DATED:

BASIL SEGGOS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

_____

Andrew Guglielmi, Director
Division of Environmental Remediation

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CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

The Town of Amherst, New York

By:_____

Title:_____

Date:_____

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____ in the year 20___, before me, the undersigned, personally appeared _____*(full name)* personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Acknowledgment by a corporation, in New York State:

On the _____ day of _____ in the year 20___, before me, the undersigned, personally appeared _____*(full name)* personally known to me who, being duly sworn, did depose and say that he/she/they reside at _____*(full mailing address)* and that he/she/they is (are) the _____ *(president or other officer or director or attorney in fact duly appointed)* of the _____

(full legal name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.

_____
Notary Public, State of New York

{H5358029.1}

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EXHIBIT A
Site Map



Town of Amherst Westwood Site
Intended Use Exhibit
772 North Forest Road (SBL 68.01-1-1.2)
December 1, 2022

NOTES:
THE FOLLOWING DRAWING IS NOT SURVEYED OR PROPERLY ALIGNED TO A COORDINATE SYSTEM. THIS PLAN REFLECTS TAX PARCEL DATA, AERIAL IMAGERY AND OTHER TOWN GEOSPATIAL DATA.

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EXHIBIT B

Construction Characterization Work Plan

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Construction Characterization Work Plan

Amherst Town Park South (Phase 1)

Portion of 772 North Forest Road
Amherst, Erie County, New York

Prepared for:
Owner: Town of Amherst
5583 Main Street
Williamsville, New York 14221

December 22, 2023

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{H5307494.1}

ACRONYM LIST

ASP	Analytical Services Protocol
BCP	Brownfield Cleanup Program
BGS	Below Ground Surface
NYSDEC	New York State Department of Conservation
ELAP	Environmental Laboratory Accreditation Program
REC	Recognized Environmental Condition
SCO	Soil Cleanup Objectives
Site	Portion of 772 North Forest Road, Amherst, New York
SVOC	Semi-volatile Organic Compounds
TCLP	Toxicity Characteristic Leaching Procedure
U.S. EPA	United States Environmental Protection Agency
VOC	Volatile Organic Compounds

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1 INTRODUCTION

In April 2023, the Town of Amherst purchased the former Westwood Country Club 170-acre property ("Property") located at 772 North Forest Road, Amherst, New York. **Figure 1** shows the location of the Property (former Westwood County Club). The Town intends to transform the Property into a new public park. The park will be developed in stages. The first section of the park will be a 57.65-acre southern portion of the Property. This portion will be referred to as "Amherst Town Park South." The first phase of Amherst Town Park South (called "Phase 1") will consist of 18 acres of land along Sheridan Drive and North Forest Road. **Figure 2** shows the boundary of Phase 1 and Amherst Town Park South. Phase 1, scheduled for construction in 2024, will be developed in three sub phases: Phase 1.1, 1.2, and 1.3, these sub-phases are presented in **Figure 3**.

This Work Plan describes the soil characterization activities for Phase 1 of Amherst Town Park South only.

The previous owner completed preliminary sampling of surface soils to determine if long-term, historic use of golf-course-related pesticides impacted the property. Contamination was identified and the previous owner entered into the New York State Brownfield Cleanup Program (BCP) in 2015 (NYSDEC Site No. C915291). After several long negotiations between the previous owner and the Town of Amherst, the property was sold to the Town and the 2015 Brownfield Cleanup Agreement was terminated. The Town is executing a regulatory order for the Property with the New York State Department of Environmental Conservation (NYSDEC) prior to the commencement of construction, which shall include regulatory oversight and approval of work plans.

C&S has prepared this Work Plan to provide a soil sampling program to be implemented in the areas of Phase 1.1, 1.2, and 1.3, as shown on Figure 3, in these construction areas. The resulting information will be utilized to develop a Soil Management Plan for construction.

1.1 Site Description/History

The 170-acre Site is located at 772 North Forest Road in the south-central portion of the Town of Amherst, Erie County, New York. The Site is generally bounded by Sheridan Drive (State Route 324) on the south; former Westwood Country Club golf course on the north; North Forest Road (County Road 294) on the east; and Frankhauser Road on the west. **Figure 1** shows the Site boundaries.

The Site is relatively flat with some minor topographic relief commonly associated with golf courses. Three fairways, greens, and rough are located within the Site and have not been maintained since 2014. The Site contains areas developed with a number of structures consisting of the clubhouse and associated buildings. A berm is located onsite

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along Sheridan Drive and runs west to east along the full length of the southern Site boundary. The berm is approximately 6 to 10 feet high.

The Site was first partially developed as a golf course in 1921. Prior to 1921, land use was agricultural and residential.

1.2 Site Geography, Geology, and Hydrogeology

Structures on the property include six main buildings, several sheds, a swimming pool and tennis courts associated with the former Westwood Country Club, as shown on **Figure 2**.

Topography on the Site averages approximately 600 feet above sea level. Overall, the topography of the Site is relatively level, with the exception of previous modifications resulting from the construction, operation, and maintenance of the golf course.

The Soil Survey of Erie County (U.S. Department of Agriculture, Soil Conservation Service www.websoilsurvey.nrcs.usda.gov) identifies soils on the Site as loamy fine sand, silt loam, and urban land. The results of the soil borings conducted during the geotechnical evaluation were consistent with the mapped soils information and is shown in **Appendix A**. Specifically, the soil borings encountered native soils consisting of glacial till deposited silty, clayey silt, silt and silty or clayey sand soils overlying the shale bedrock. In most cases, the soil borings indicated the presence of surface topsoil and man-placed fill or disturbed indigenous soils above native soils, and consistent with topographic modifications associated with golf course construction.

Bedrock in the vicinity of the Site consists generally of shale bedrock and the depth to bedrock in the area ranges from approximately 15 to 65 feet.

Based on a review of NYSDEC data, the Site is not underlain by any mapped principal or primary aquifers. Groundwater at and in the vicinity of the Site is not used for public drinking water supply. Groundwater was evaluated as part of a geotechnical evaluation of the Site. As part of its geotechnical analysis, three groundwater observation wells were installed. Results indicate that the water table is present at 17 to 22 feet beneath the surface, although perched water is present in the upper soils, in some instances within a few feet of the surface.

1.3 Proposed Site Redevelopment

The Town of Amherst is planning a world class park at the Property. Following many meetings and engagements with residents, stakeholders and constituents the Town identified the following objectives for the Amherst Town Park South – Phase 1.1,1.2, and 1.3:

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- Construct a Community Theatre, Winter Market and Skating Area
- Enhance and create related parking, roadways and upgrade needed utilities

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2 SUMMARY OF ENVIRONMENTAL CONDITIONS

Preliminary environmental information currently exists for the Property. Previous investigations, largely not specific to the Phase 1.1, 1.2, and 1.3 project, provides useful background information for the Work Plan.

Previous investigations were conducted in 2015 through 2017, and in 2022, included surface soil, subsurface soil, sediment, groundwater, and surface water sampling with analysis for a wide variety of contaminants throughout the Property. These results were provided to the NYSDEC, and the following briefly summarizes the characterization results.

2.1 Soil

The historic soil sampling identified the presence of a number of metals in soils at concentrations above the NYSDEC SCOs at the Property. The following summarizes and discusses the data generated during the 2015, 2016, and 2017 Pilot Studies. Concentrations are compared to NYSDEC Restricted Residential Use Soil Cleanup Objectives (SCOs), which apply to areas in which active recreation is expected. However, much of the planned development of the Amherst Town Park South is expected to be passive recreation, which uses the less stringent Commercial Use SCOs as guidance.

- A number of contaminants were detected at concentrations above the Restricted Residential Use SCOs in one or more samples collected at the Property, including:
    - Arsenic
    - Cadmium
    - Chromium
    - Cyanide
    - Mercury
    - Zinc
- The presence of the metals listed above is consistent with the historic use of pesticides, herbicides, and fungicides at a golf course. Although these metals are no longer commonly used in pesticides, herbicides, and fungicides, these metals once formed the basis for these products.
- Hole 9 sample results in the vicinity of Phase 1.1, 1.2, and 1.3 contained exceedances for chromium above Restricted-Residential SCOs and cadmium above Commercial SCOs.
- Generally, the depths of elevated metals concentrations within the Property are:
    - Greens: within the top 12 to 18 inches

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- Fairways: within the top six inches
- Tee boxes: within the top six to 12 to 18 inches
- Rough: within the top two to six inches

- Contaminant concentrations are generally highest in the greens, followed by the tees and fairways. The lowest concentrations were detected in the rough areas.

- One composite soil sample was collected from the grid locations with the highest metal concentrations from the greens and tees. The samples were analyzed for waste characterization using the Toxicity Characteristic Leaching Procedure (TCLP). Results indicate that, although soils from this Site are contaminated with heavy metals, the concentrations do not exceed hazardous levels.

2.2 Sediment

The sediment sampling arsenic results were generally low and ranged from 1.3 to 11.3 mg/kg. These concentrations are below the NYSDEC Unrestricted Use SCO. Using the NYSDEC's June 24, 2014 "Screening and Assessment of Contaminated Sediments Guidance," eleven of the concentrations are characterized as Class A, which is defined as sediments that present little to no potential for risk to aquatic life.

2.3 Groundwater

None of the contaminants found in the soils at elevated concentrations (metals) were detected in the groundwater samples. The groundwater samples did contain concentrations of magnesium and iron above NYSDEC groundwater standards; however, it is common for groundwater in this region to contain high concentrations of metals such as calcium, iron and magnesium. Arsenic, chromium, and lead were also detected in groundwater samples, but were at levels lower than NYSDEC groundwater standards.

2.4 Surface Water

Two surface water samples were collected from the water hazards on the former hole #8 and #9 in May of 2022. Results from the hole #9 water hazards show exceedances for PFOs and Benzo(k)fluoranthene. The NYSDEC has determined that this sampling is sufficient for site characterization efforts, however, should the project call for draining of the water hazards and discharging to the site or another body of water, additional sampling will be required. If the water is to be discharged to a publicly owned treatment work (POTW) facility, then the NYSDEC would not require sampling outside of the POTW required.

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3 PRE-CONSTRUCTION SOIL CHARACTERIZATION

Previous soil investigations encountered historic heavy metal-impacted soils at the Property. The objectives of the scope of work described in this Work Plan are to evaluate contaminant impacts to soil to determine appropriate soil management practices during construction activities scheduled to commence in 2024 within Phase 1.1,1.2, and 1.3.

3.1 Field Investigation

This Work Plan intends to consider the previous site characterization information by the advancement of soil borings (drilled and hand augered) and collecting and analyzing soil samples. The field investigation activities will conform to procedures in NYSDEC DER-10.

Sample locations described in the sections below will be surveyed using a hand-held Global Positioning System (GPS) unit. Horizontal and vertical survey data will be collected using the most current datum.

3.1.1 Soil Boring Program

Soil samples will be collected from grid locations throughout Phase 1.1, 1.2, and 1.3.

The general details of the sampling program include the following:

- Sampling on a 200-foot by 200-foot grid, shown in **Figure 4**
- Hand auger soil borings will be advanced in 18 locations across the Site. The sampling efforts will include the following:
    - C&S will use a decontaminated stainless-steel shovel or trowel to dig into the soil surface to allow for visual examination and screening of the soil.
    - Soil samples will be collected from the top 0-2 inches of soil immediately below the vegetative layer and from the layer 2-6 inches below the surface.
    - Samples will be immediately placed in pre-cleaned glassware provided by the laboratory.
    - C&S will submit soil/fill samples under standard chain-of-custody procedures for laboratory analyses using United States Environmental Protection Agency (USEPA) methods.
    - The samples will be analyzed for Target Analyte List (TAL) Metals, mercury, cyanide and four samples for hexavalent chromium.
- Drilled soil borings will be advanced in 5 locations. These locations are around the Hole 9 green and a section of the existing berm that will be removed for a new road to serve the park.

{H5307494.1}

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- A qualified environmental drilling firm will be retained to advance the borings using direct-push drilling techniques.
- C&S will provide a qualified scientist or engineer to supervise and document the boring program, and prepare logs describing the overburden stratigraphy, field measurements, visual /olfactory observations, and other pertinent observations.
- Soil/fill from the borings will be continuously assessed in the field for visible impairment, olfactory indications of impairment, and total VOCs using a photoionization detector (PID). Positive indications from any of these screening methods are collectively referred to as "evidence of impairment." If VOCs detected in screening at 10 ppm or above, a corresponding sample will be analyzed for TCL VOCs. Evidence of impairment that is gathered at the time of the fieldwork will be used with observed hydrogeologic conditions to assist in determining the location and depth for sample collection. Note that the presence of historic fill material (HFM) is considered evidence of impairment. HFM may include brick, coal, ash, cinder, and other such debris.
- From each sample location in the area of Hole 9 green, soil samples will be collected from the following depth horizons:
  - Horizon A: 0 to 2 inches below grade
  - Horizon B: 2 to 6 inches below grade
  - Horizon C: 6 to 12 inches below grade
  - Horizon D: 12 to 18 inches below grade
  - Horizon E: 18 to 24 inches below grade
- Soil samples from Horizon C and D will be collected and archived until it is determined if further evaluation will be required at deeper depths.
- From each sample location on the berm, one soil samples will be collected from 0-6 inches or from the depth of any HFM encountered. Boreholes will be advanced until native soil is reached. Observations will be recorded for soil characterization.
- Any drilling equipment that has the potential to come in contact with the soils samples wither either be decontaminated prior to each use or will disposable, dedicated materials.
- C&S will place the samples for analysis in pre-cleaned bottles provided by the laboratory with a decontaminated stainless-steel spoon or by gloved hand.
- C&S will submit soil samples under standard chain-of-custody procedures for laboratory analyses using United States Environmental Protection Agency (USEPA) methods.
- The samples will be analyzed for Target Analyte List (TAL) Metals, mercury, cyanide and two samples for hexavalent chromium.

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3.1.2 Sediment Sampling Program

C&S will characterize sediment conditions through collection via shovel from the pond. The sediment sampling efforts will include the following:

- C&S will implement a sampling program to collect one sample from the sediment surface along the edge of the pond.
- C&S will utilize a shovel to collect the sediment sample.
- C&S will provide a qualified scientist or engineer to supervise and document the sediment sampling program, and prepare logs describing the sediment stratigraphy, field measurements, visual /olfactory observations, and other pertinent observations.
- The sample will be collected and place in pre-cleaned bottles provided by the laboratory with a decontaminated stainless-steel spoon or by gloved hand.
- C&S will submit sediment samples under standard chain-of-custody procedures for laboratory analyses using United States Environmental Protection Agency (USEPA) methods.
- Sample analysis will be done by an environmental laboratory approved by the New York State Department of Health (ELAP)
- The samples will be analyzed for Target Analyte List (TAL) Metals, mercury, cyanide and hexavalent chromium.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

4 QUALITY ASSURANCE AND QUALITY CONTROL PROTOCOLS

To ensure that suitable and verifiable data results are obtained from the information collected at the Site, quality assurance procedures are detailed in this section.

4.1 Sampling Methods, Analytical Procedures and Documentation

4.1.1 Sampling Methods

Sampling procedures will be conducted in accordance with the NYSDEC *Sampling Guidelines and Protocols Manual*. Collection of representative samples will include the following procedures:

- Ensuring that the sample taken is representative of the material being sampled;
- Using proper sampling, handling and preservation techniques;
- Properly identifying the collected samples and documenting their collection in field records;
- Maintaining chain-of-custody; and
- Properly preserving samples after collection.

Soil Sampling

Soil sampling will be performed using two methods: (1) field screening using a PID; and (2) grab samples. Whether soil samples are collected from the excavator bucket, direct-push rig sleeves, or split-spoons, they will be collected as grab samples that are split and placed into jars supplied by the laboratory as well as into individual zip-lock bags for screening. Screening soil samples will be allowed to sit in sealed zip-lock bag for a short period of time (minimum of five minutes). Head space measurements will then be taken from each zip-lock bag. If VOCs detected in screening at 10 ppm or above, a corresponding sample will be analyzed for TCL VOCs. To prevent cross contamination, zip-lock bags will not be reused and will be properly disposed. Calibration of all electronic field screening equipment will be completed daily and will be done to manufacturer's specifications.

As detailed in the *Sampling Guidelines and Protocols Manual*, grab samples will be placed in 4-ounce and 8-ounce, wide-mouth, glass jars. Sample jars will immediately be placed on ice in a cooler.

To satisfy DER-10 requirements, two Matrix Spike (MS), and two Matrix Spike Duplicate samples for TAL Metals, mercury, and cyanide will be collected.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

4.1.2 Analytical Procedures

Laboratory Analysis

Laboratory analysis will be conducted by a third-party laboratory that is accredited by the NYSDOH Environmental Laboratory Accreditation Program (ELAP). Laboratory analytical methods will include the most current NYSDEC Analytical Services Protocol (ASP).

Soil and groundwater samples sent to a certified laboratory will be analyzed in accordance with EPA SW-846 methodology for the following contaminants:

- Mercury (USEPA Method 7471A);
- Hexavalent Chromium (USEPA Method 7196A); and
- Metals (EPA Method 6010B).
- Cyanide (EPA 9010C/9012B)

4.1.3 Documentation

Custody Procedures

As outlined in NYSDEC *Sampling Guidelines and Protocols,* a sample is in custody under the following conditions:

- It is in your actual possession;
- It is in your view after being in your physical possession;
- It was in your possession and then you locked or sealed it up to prevent tampering; or
- It is in a secure area.

The qualified environmental professional will maintain all chain-of-custody documents that will be completed for all samples that will leave the Site to be tested in the laboratory.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

5 REPORTING

Based on the results of the work described above, C&S will prepare a report along with a final draft Soil Management Plan to describe the methodologies and results of the Construction Characterization. The Report will describe:

- Investigative methods;
- Observations and findings; and
- Analytical results.

A third-party data consultant will prepare a Data Usability Summary Report (DUSR). The following items will be reviewed

- Laboratory Narrative Discussion
- Custody Documentation
- Holding Times
- Surrogate Standard Recoveries
- Matrix Spike Recoveries. Duplicate Recoveries
- Preparation/calibration Blanks
- Laboratory Control Samples (LCSs)
- Calibration/Low Level Standards
- ICP Serial Dilution
- Instrument MDLs
- Sample Result Verification.

A New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) certified laboratory will perform the analytical testing. The laboratory results for the samples will be reported in a Category B deliverables package to facilitate validation of the data, and a third-party validator will review the laboratory data and prepared a Data Usability and Summary Report (DUSR). The validator will evaluate the analytical results for the field samples and quality assurance / quality control samples and compared the findings to USEPA guidance to determine the accuracy and validity of the results.

The Soil Management Plan portion of the Report will include the following elements:

- Description of soil screening methods, if any
- Identification of potential remedial measures, if any
- Description of onsite material handling
- Health and Safety Plan

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

6 SCHEDULE

The field program, once initiated, should be completed within one week. Laboratory reports will be received within one month of the completion of the field efforts, and the characterization report and accompanying Soil Management Plan will be submitted within two weeks of receipt of the analytical results. The Soil Management Plan may be initiated and submitted in draft form prior to the receipt of analytical results to expedite the review and approval of this document. Other project milestones include:

Task	Due Date
Submission of Construction Characterization Work Plan (CCWP)	November 8, 2023
DEC Approval of CCWP	December 22, 2023
Upon approval of the CCWP (December 8) the Town commences Construction documentation for Bidding; surveying	Start Date: December 22
On site activities: Implementation of CCWP Sampling / Submission of Draft Construction Soil Management Plan (CSMP)	Week of December 25, 2023
Negotiation/ Execution of "P" Order	December 31, 2023
Submission of Characterization Report and Final Draft CSMP	February 1, 2024
DEC Approval of Characterization Report and CSMP	March 1, 2024
Commencement of on-site physical construction activities	June 1, 2024
Construction: Phase 1.2 Theatre (PRIORITY) completion	November 30, 2024
Concrete/steel or concrete/wood building complete	July 31, 2025

** *NOTE: Winter Market, Play Surface, Splashpad, Parking, Utility and Roadway designs are ongoing – various construction to commence late 2024 to early 2025*

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FIGURES

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Figure 1

Site Location

2024 Phase 1 Construction

Former Westwood Country Club Property

N

0 1,000 2,000 4,000 F

1 in. = 2,000 feet
When printed at 11 in. by 17 in.

Amherst Central Park South Phase 1 Construction Characterization

Sources: . Created by C&S Engineers, Inc.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

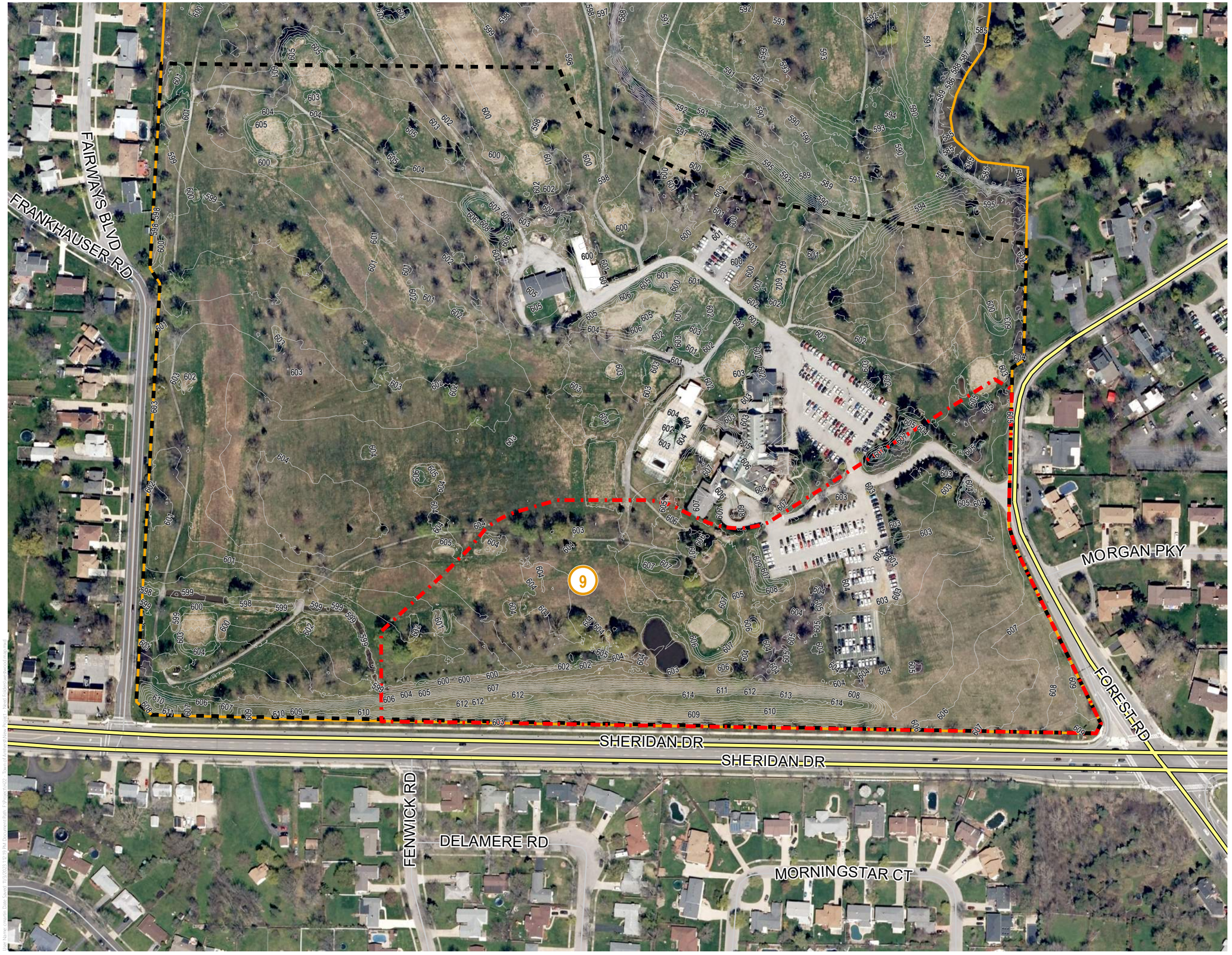


Figure 2

Site Map

- 2024 Phase 1 Construction
- Amherst Central Park South
- Former Westwood Country Club Property
- Elevation Contour
- 11 Golf Course Hole Number

N

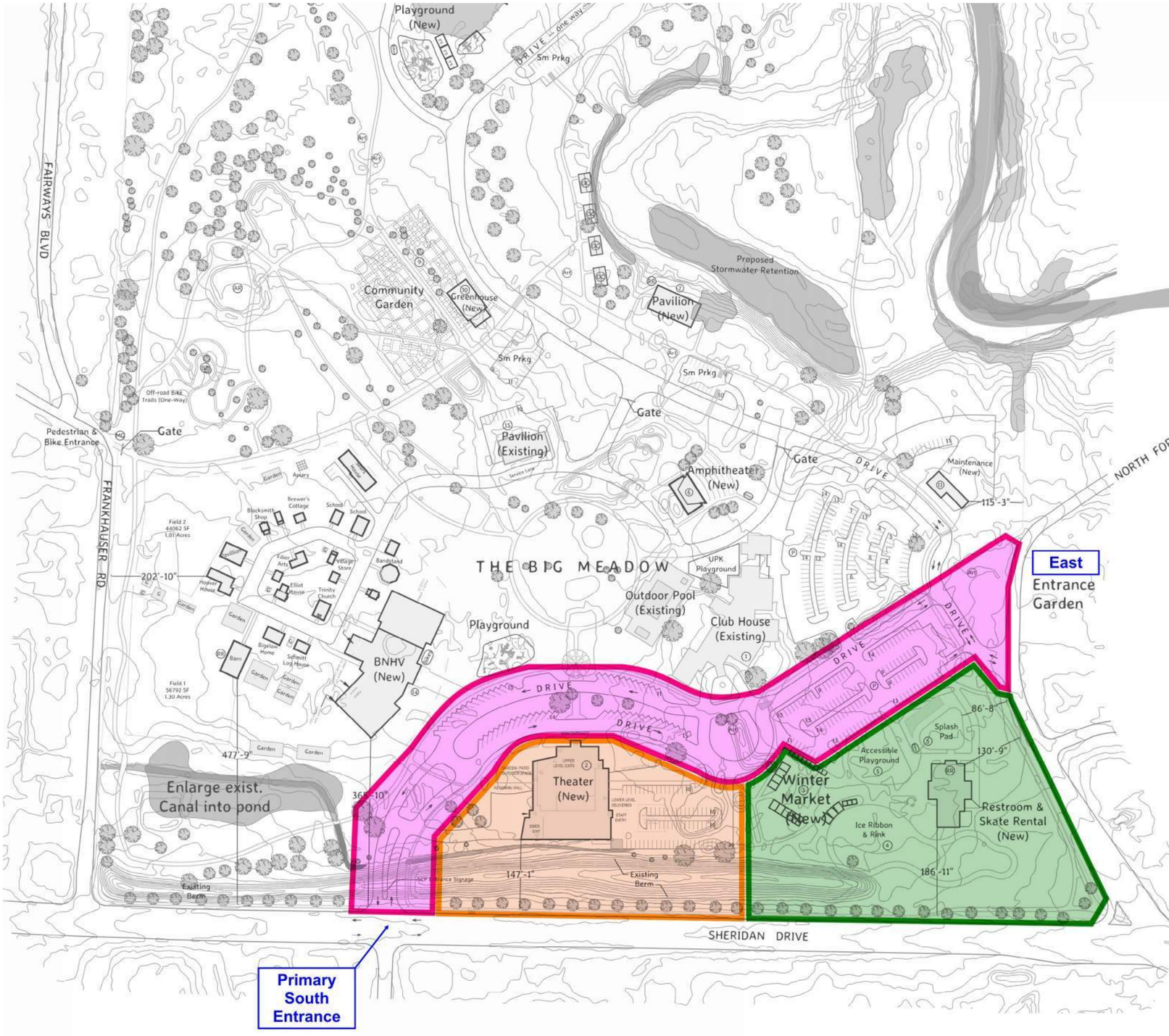
0 100 200 400 Ft

1 in. = 200 feet
When printed at 11 in. by 17 in.

Amherst Central Park South Phase 1 Construction Charactaerization

Sources: . Created by C&S Engineers, Inc.

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Construction 2024 Phasing Plan

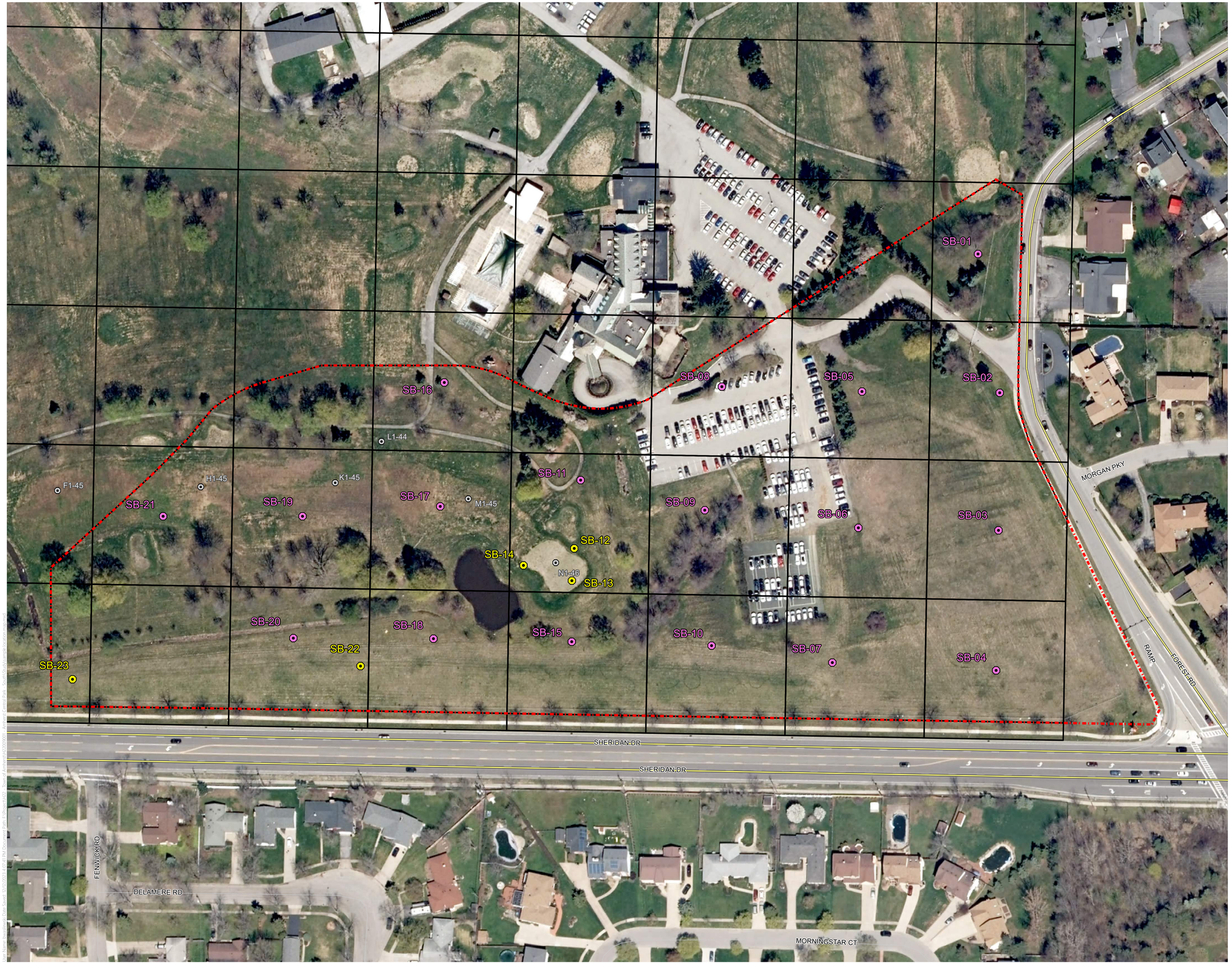
Phase 1.1 — **Construction Preparation**
Utilities, Access Drive and Staging Area

Phase 1.2 — **Theater**
Split-Level Building, Geothermal, Retaining Walls

Phase 1.3 — **Recreation Area**
Winter Market, Playground, Splash Pad, Restroom & Ice Ribbon

Phase 1 = 18 acres

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)



C&S COMPANIES®

Figure 4

Soil Sample Locations

- 2024 Phase 1 Construction
- Sample Grid 200-ft x 200-ft
- Sample Grid 200-ft x 200-ft
- Proposed Soil Sample Locations (Hand Auger)
- Proposed Soil Sample Locations (Drill Rig)
- Historic Soil Sample Locations

N

0 30 60 120 Feet

1 in. = 60 feet

When printed at 22 in. by 36 in.

Amherst Central Park South Phase Construction Characterization

Sources: . Created by C&S Engineers, Inc.

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TABLES

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Table 1
Proposed Sampling Program

Matrix	Sample Type	Lab Analysis	No. Samples	Field Duplicates	Matrix Spike	Matrix Spike Duplicate	Trip Blank	Total
Soil	Hand Auger	TCL VOC	0	0	0	0	--	0
		TCL SVOC	0	0	0	0	--	0
		TCL Pesticides	0	0	0	0	--	0
		Total PCB	0	0	0	0	--	0
		TAL Metals including Mercury	36	0	1	1	--	38
		Cyanide	36	0	1	1	--	38
		Hexavalent Chromium	4	0	0	0	--	4
		Silvex	0	0	0	0	--	0
		PFAS	0	0	0	0	--	0
		1,4-Dioxane	0	0	0	0	--	0
	Drilled Boring	TCL VOC	0	0	0	0	--	0
		TCL SVOC	0	0	0	0	--	0
		TCL Pesticides	0	0	0	0	--	0
		Total PCB	0	0	0	0	--	0
		TAL Metals including Mercury	14	0	1	1	--	16
		Cyanide	14	0	1	1	--	16
		Hexavalent Chromium	2	0	0	0	--	2
		Silvex	0	0	0	0	--	0
		PFAS	0	0	0	0	--	0
		1,4-Dioxane	0	0	0	0	--	0
Sediment	Hand Tools	TCL VOC	0	0	0	0	--	0
		TCL SVOC	0	0	0	0	--	0
		TCL Pesticides	0	0	0	0	--	0
		Total PCB	0	0	0	0	--	0
		TAL Metals including Mercury	1	0	0	0	--	1
		Cyanide	1	0	0	0	--	1
		Hexavalent Chromium	1	0	0	0	--	1
		Silvex	0	0	0	0	--	0
		PFAS	0	0	0	0	--	0
		1,4-Dioxane	0	0	0	0	--	0

Type of Analysis	Type and Size of Container	Number of Containers and Sample Volume (per sample)	Preservation	Holding Time Until Extraction/ Analysis
VOCs	4-oz, glass jar with Teflon-lined cap	One (1), fill as completely as possible	Cool to 4° C (ice in cooler)	14 days
VOCs via EPA 5035	40 mL vials with sodium bisulfate, methanol,	Three (3), 5 grams each	Cool to 4° C (ice in cooler)	2 days

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	and/or DI water			
SVOCs	4-oz, glass jar with Teflon-lined cap	One (1), fill as completely as possible	Cool to 4° C (ice in cooler)	7/40 days
PCBs	4-oz, glass jar with Teflon-lined cap	One (1), fill as completely as possible	Cool to 4° C (ice in cooler)	7/40 days
Pesticides	4-oz, glass jar with Teflon-lined cap	One (1), fill as completely as possible	Cool to 4° C (ice in cooler)	14/40 days
Metals	4-oz, glass jar with	One (1), fill as	Cool to 4° C (ice in	180 days (28 for

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APPENDICES

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

APPENDIX A

PREVIOUSLY COMPLETED ENVIRONMENTAL INVESTIGATIONS

EMPIRE GEO SERVICES, INC.
A SUBSIDIARY OF SJB SERVICES, INC.

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MEMBER
ACEC New York
American Council of Engineering Companies of New York

April 24, 2014
Project No. BE-13-192

Mr. Bradley A. Packard, Project Manager
Mensch Capital Partners, LLC
350 Essjay Road, Suite 304
Williamsville, New York 14221

Re: Geotechnical Evaluation Report for
Proposed Westwood Country Club Development Project
North Forest Road
Amherst, New York

Dear Mr. Packard:

Empire Geo-Services, Inc. is pleased to submit three (3) copies of the enclosed Geotechnical Evaluation Report to Mensch Capital Partners, LLC (Mensch) for the above referenced project. We have also forwarded to you, via e-mail, an electronic pdf file copy of this report for your use and distribution, as appropriate.

Please contact me should you have any questions or wish to discuss this report. Thank you for considering Empire for this work and we look forward to working with you through completion of this project.

Sincerely,

EMPIRE GEO-SERVICES, INC.

John J. Danzer, P.E.
Senior Geotechnical Engineer

Enc.: Geotechnical Evaluation Report (3 Copies) & Electronic pdf file copy / via e-mail

cc: Mr. Robert J. Pidanick – Nussbaumer & Clarke, Inc. w/ Electronic pdf copy via e-mail only

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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MEMBER
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American Council of Engineering Companies of New York

Geotechnical Evaluation Report for Proposed Westwood Country Club Redevelopment Project North Forest Road Amherst, New York

Prepared For:

Mensch Capital Partners, LLC
350 Essjay Road, Suite 304
Williamsville, New York 14221

Prepared By:

Empire Geo-Services, Inc.
5167 South Park Avenue
Hamburg, New York 14075



Project No. BE-13-192
April 2014

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Geotechnical Evaluation Report for
Proposed Westwood Country Club Redevelopment Project
North Forest Road
Amherst, New York

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

EXECUTIVE SUMMARY

Introduction

This report summarizes the results of a subsurface exploration program and geotechnical engineering evaluation completed by Empire Geo-Services, Inc. (Empire) for a proposed mixed use redevelopment project being considered by Mensch Capital Partners, LLC on the site of the Westwood Country Club off North Forest Road in Amherst, New York. The approximate location of the project site is shown on Figure No. 1.

The proposed redevelopment project is proposed within the existing Westwood Country Club golf course area, which is bounded by Maple Road to the north, North Forest Road, Ellicott Creek and the Audubon Par 3 Golf Course to the east, Sheridan Drive to the south and Frankhauser Road and Fairways Boulevard to the west.

The proposed redevelopment project is currently planned to include the following:

- 1 to 2 story single family residential home lots in the northern eastern portion of the site;
- Adjoining 1 to 2 story townhome style residential units in the northern western portion of the site;
- Larger 1 to 2 story single family residential home lots in the eastern center portion of the site;
- An approximate 30 acre parcel in the west center potion of the site for senior living development;
- Mixed use town center type development in the southern portion of the site including commercial/retail buildings, office buildings, multi family townhomes and multi family apartments; and
- Re-use of the existing club house building for conference and reception use, in association with construction of an adjoining hotel building.

In addition the project will also include construction of roadways, access drives and parking lot areas with access to the development from Sheridan Drive and Maple Road.

The subsurface exploration program consisted of a total of forty-nine (49) test borings, designated as B-1 through B-49, which were advanced across the site. Thirty (30) borings were advanced to apparent bedrock refusal, with the remaining nineteen (19) borings being advanced to a planned depth of 20 feet and then terminated. Apparent bedrock refusal was encountered at depths ranging between 13.5 feet and 62.5 feet and confirmed by rock coring in seven (7) of the test borings. Three (3) groundwater observation wells

were installed in borings B-6, B-24 and B-48 to help assess groundwater conditions on the site, Geotechnical laboratory testing of selected recovered soil samples was also completed.

SJB Services, Inc. (SJB), our affiliated drilling and materials testing company, completed the test borings and laboratory testing for the subsurface exploration program. The test borings and groundwater observation well installations were completed between December 3rd, 2013 and February 5, 2014. The approximate locations of the test borings with respect to an aerial photograph of the existing site are shown on Figure No. 2 and the approximate locations of the test borings with respect to the currently proposed conceptual site development plan are shown on Figure No. 3.

The elevations presented in this report were referenced to the rim of an electrical manhole (temporary benchmark established by SJB), which is located off the front of the existing golf cart storage building, located in the south center portion of the site, as shown on Figure No. 2. This benchmark has an elevation El. datum of 602.38 feet, as measured and reported by Nussbaumer & Clarke, Inc.

This report summarizes the subsurface conditions encountered by the exploration program and presents preliminary geotechnical engineering considerations and recommendations to assist in planning and preliminary design of the site redevelopment. Specifically our evaluation addresses the soil, bedrock and groundwater conditions present on the site, with regard to their impacts on foundation, slab-on-grade floor construction, underground utility construction and pavement construction.

Existing Site Information

As part of our study Empire researched existing information concerning the geologic and flood plain conditions present in the Westwood Country Club site area, including the Soil Survey for Erie County, Surficial Geology and Bedrock Geology Maps, and FEMA Flood Plain Mapping.

The USDA – Erie County Soil Survey data indicate that the surficial soils (i.e. soils typically within the upper 5 feet of the existing ground surface) within the Westwood Country Club facility site consist predominately of “clay loam”, “silt loam”, and “loamy fine sand” type soils. These surficial soil types are similarly classified as CL, ML and SM group soils using the Unified Soil Classification System (USCS), respectively.

Geologic maps prepared by the New York State Geological Survey indicate the surficial overburden soils present consist predominately of glacial till deposits of clay, silt and bouldery clay, with glacial outwash deposits of sand and gravel along Ellicott Creek. The uppermost bedrock formation in this area is the upper (late) Silurian period, Camillus Shale formation of the Salina Geologic Group. This bedrock formation is characterized as medium hard, weathered to sound Shale rock, with occasional gypsum partings and seams and has a generally fair to good rock mass quality.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

The FEMA flood plain mapping indicates the 500 year and 100 year flood plains from Ellicott Creek extend into the eastern portions of the Westwood Country Club facility site. The 500 year flood elevations range from El. 595 feet to El. 594 feet where it extends onto the site from the southern end to the center portion, and to about El. 593 feet where it extends onto the northern portion of the site.

Subsurface Exploration Results

The subsurface conditions encountered in the test borings consisted generally of surface topsoil, along with man placed fill or disturbed indigenous soils typically extending to depths ranging between about 2 feet and 5 feet, which are underlain by predominately indigenous glacial till deposited silty clay, clayey silt, silt, and silty or clayey sand soils, overlying the Camillus Shale Bedrock. Table 2 summarizes the surface topsoil depths, the depths and bottom elevation of the man-placed fill, the depth and elevation of auger refusal (i.e. apparent bedrock refusal), and the groundwater observations made in the test borings and the wells installed for this investigation.

The indigenous soils are classified as CL, CH, ML, SM-SC and SM group soils using the Unified Soil Classification System (ASTM D2488). The consistency of the cohesive silty clay and clayey silt soils typically ranged between medium and hard, while the more granular silty or clayey sand soils and the non-plastic silt soils were typically of a firm to very compact relative density. Deeper soft to very soft clay soil deposits having SPT "N" values of less than 4 or "woh - weight of hammer" (i.e. the sample spoon was advanced with only the weight of the drop hammer and drill rods applied statically to the sample spoon), were encountered in only a few test borings (B-1, B-18, B-20 and B-25). Accordingly, significant deposits of highly compressible soft to very soft clays, as present in other portions of northern Amherst, are generally absent within this site.

Shale bedrock, as indicated by the auger refusal conditions, and confirmed by rock coring, was encountered at depths ranging between about 13.5 feet (boring B-10) and 62.5 feet (boring B-1), with corresponding elevations ranging between approximately El. 586.9 feet to El. 543.4 feet. The bedrock core recovered consisted generally of gray, medium hard, sound, thinly bedded to bedded Shale Rock, with occasional partings, seams and layers of gypsum. The core recoveries ranged between 100% and 50%, and the rock quality designation (RQD) values ranged between 20% and 82% indicating the recovered rock cores have a varying rock mass quality ranging between "very poor" and "good".

Based on the water levels obtained at the completion of coring in borings B-4, B-43 and B-48, as well as the readings obtained in borings B-9, B-20 and B-25 following completion soil sampling to auger refusal, and the April 1st, 2014 level in well B-24 tends to suggest that a permanent groundwater table may be present at elevations in the range of about El 580 feet to El. 589 feet, although this is not confirmed by the other groundwater observation wells at this time, as they may be partially impacted by upper perched groundwater..

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

It also appears that zones of perched or trapped groundwater are present in the topsoil and the fill soils at or near the ground surface, at various locations on the site, due to the relatively low permeability of the underlying soils present, and depending on site drainage conditions. Such conditions were observed during the subsurface exploration where areas of standing water and spongy surface conditions were present, hindering some of the drill rig access.

Laboratory Test Results

The laboratory test data indicates the clay soils encountered within the upper reaches of the site below the immediate surface soils, (i.e. within the anticipated depths of proposed spread foundations) appear to be partially desiccated and have a generally non-existent to low potential susceptibility to shrinkage. Also, given the relatively medium stiff to hard nature of the indigenous clay soils and their inherent low permeability it is unlikely saturation and potential swelling of these soils would occur in an undisturbed state. The upper surficial clayey silt /silty clay fill soils, however, which are in a less dense condition, may be more susceptible to potential shrinkage and swelling where they are inundated with poor draining surface water.

Based on DIPRA tests performed the site soils tested appear to have a low corrosion potential to ductile iron waterline pipes and other buried metallic pipes/elements. Accordingly, cathodic protection or a suitable protective coating of metallic pipes and conduits, to resist potential corrosion, does not appear necessary. Also based on sulfate concentrations, the soils are considered to have a negligible potential for sulfate exposure. Accordingly, a Type I-II Portland Cement appears will be acceptable for the concrete structure elements placed in these soils.

Preliminary Geotechnical Considerations and Recommendations

General

The indigenous soils encountered consist predominately of partially desiccated, medium stiff to hard silty clay and clayey silt and firm to very compact silty or clayey sand deposits with some intermixed gravel, and occasional cobbles/boulders and shale fragments. These soils are non-organic, and are not considered to be highly compressible, nor highly susceptible to shrinkage, swelling, or liquefaction. Significant deposits of highly moist, soft to very soft clays, as present in other areas of northern Amherst and which have been problematic to residential foundation/structure movement and distress (i.e. basement foundation subsidence / settlement and lateral movement), are generally absent within this site.

The indigenous soil conditions encountered in the test borings are generally considered suitable to support the anticipated residential and mixed use structure loads using conventional spread foundation systems. In a few cases (i.e. within borings B-9, B-11, B-19, B-21, B-22 and B-45) some limited zones of weaker soils were encountered which may impact the use of spread foundations. Accordingly, these conditions possibly may

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require consideration of deep foundations (i.e. driven piles) particularly if a multiple-story more heavily loaded building structure would be proposed at or near these locations.

The existing fill and indigenous soil subgrades are also considered to be generally suitable for basement, at-grade and garage slab-on-grade floor construction, with proper site preparation. The soils encountered are also considered generally suitable for construction of the proposed infrastructure, including the roadways, parking lots, storm and sanitary sewers, waterlines and retention pond structures. The poor draining surface conditions, however, are expected to make site stripping and subgrade preparation difficult, particularly during wet periods

Given, the relatively low to medium low permeability of the soils present, both permanent and perched groundwater seepage if encountered should be relatively slow and of low quantities. Accordingly, these conditions should not significantly impact basement and utility construction. It is anticipated that conventional sump and pump methods of dewatering should generally be sufficient to control surface water, as well as permanent and perched groundwater seepage conditions, should they be encountered.

Based on the subsurface conditions encountered, the overall site should be classified as Seismic Site Class “D” in accordance with the Building Code of New York State. Therefore, seismic design may be based on this site classification.

Foundation Support

Preliminarily, it is expected that spread foundations can be sized, based on net allowable bearing capacities in the range of about 2,000 to 4,000 pounds per square foot (psf) ±, depending on location, foundation bearing depths and actual structure loads.

Spread foundations should bear on suitable, undisturbed, indigenous soil bearing grades, after the removal of all fill soils and any unsuitable indigenous soft or wet soils. Alternatively, the foundations may also bear on Engineered Fill (i.e. compacted Structural Fill or flowable backfill), which is placed over the suitable indigenous soil bearing grades, following excavation and removal of fill soils and any unsuitable indigenous soils which are present below the design bearing grade elevation of the footings.

Where zones of softer soils were encountered, which may impact the use of spread foundations for heavier building structures, the use of driven H-piles or pipe piles driven to refusal on the Shale bedrock appear would be the best suited deep foundation system option for the site conditions present. For preliminary information, a driven HP12x53 H-pile, driven to refusal on the bedrock, would be expected to develop an axial compressive capacity in the range of about 100 to 120 tons ± per pile. Other pile sections can also be used, based on product availability and costs, which would provide higher or lower allowable axial capacities, based on the actual pile section.

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Basement Structure Design

Where suitable foundation drainage is provided, the basement walls can be designed for "at rest" lateral earth pressure computed on the basis of an "equivalent fluid unit weight" of 70 pounds per cubic foot (pcf). This is based on the assumption that the wall backfill beyond the drainage system is a suitable well draining granular backfill material, such as a crusher run stone Structural Fill. In this case suitable damp proofing of the walls and floors should also be provided. Alternatively, the basement structures could also be designed to resist potential full hydrostatic pressure. In such case the basement structure should also be fully water proofed.

The use of the on-site clayey silt, silty clay and silty or clayey sand soils to backfill the basement walls is not recommended as they will be susceptible to potential swelling in a looser disturbed state, which could cause additional lateral pressures on the basement walls. The on-site soils could be used, however, to backfill non-earth retaining foundation walls provided they can be properly placed and compacted to a stable and well engineered condition.

Slab-on Grade Floor Construction

The building floors can be constructed as slab-on-grade following proper subgrade preparation. For preliminary design purposes, a minimum of 6-inches of Subbase Stone is recommended beneath the lightly loaded floor slabs (residential floors, lightly loaded office floors, etc.). A minimum 12-inch thick layer of Subbase Stone is recommended beneath more heavily loaded floor slabs (i.e. garage areas, storage areas, mechanical rooms, etc.). A suitable stabilization/separation geotextile, such as Mirafi 500X, should be placed over the existing soil or fill soil subgrades prior to placement of the Subbase Stone layer.

Seismic Design Considerations

Based on the subsurface conditions encountered, the overall site should be classified as Seismic Site Class "D" in accordance with the Building Code of New York State. The soil conditions encountered are generally not considered to be susceptible to potential liquefaction in the case of a seismic event. Therefore, seismic design may proceed based on these considerations.

It is possible that a seismic shear wave velocity study of the site may refine and possibly upgrade the seismic design site class. This may be particularly beneficial in the areas of the mixed use commercial and apartment buildings depending on the costs associated with seismic reinforcement of these structures. It should be understood, however, that there is no guarantee that an upgrade can be made if a seismic shear wave study is performed,

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Pavement Design Considerations

The Town of Amherst requires a typical pavement section consisting of the following components for residential and commercial development roadways:

Town of Amherst Asphalt Concrete Pavement Section:

- 1.5 inches – Top Course
- 2.5 inches – Binder Course
- 4.0 inches – Base Course
- 11 inches – Subbase Stone Course

We would recommend, however, the Town of Amherst pavement section also include a suitable stabilization/separation geotextile (i.e. Mirafi 600X or suitable equivalent).

Pavement design recommendations are also provided for two (2) flexible pavement structure types within the proposed mixed use development areas. These include the following:

Heavy Duty Asphalt Concrete Pavement (for the entrance, access drives and pavement areas, which will be subject to delivery truck traffic):

- 1.5 inches – Top Course
- 3.0 inches – Binder Course
- 15 inches – Subbase Stone Course
- Stabilization/Separation Geotextile
- Prepared Subgrade

Light Duty Asphalt Concrete Pavement (for automobile / light SUV only parking areas):

- 1.5 inches – Top Course
- 2.0 inches – Binder Course
- 10 inches – Subbase Stone Course
- Stabilization/Separation Geotextile
- Prepared Subgrade

The installation of suitable drainage is also recommended to drain the pavement subbase course and subgrades in order to limit the potential for frost action and improve pavement structure performance and design life.

Underground Utility Construction

The in-situ soils should provide generally suitable subgrade conditions for underground utility construction, including storm and sanitary sewers, water lines, gas lines and buried

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electrical / communication conduits. Accordingly, standard bedding materials and thicknesses can generally be used to support this infrastructure.

Site Preparation

Measures to improve site drainage should be implemented as necessary prior to commencing the site stripping and subgrade preparation work.

All existing structures, trees, stumps, vegetation, topsoil, organic soils, etc., and any other deleterious materials within the proposed building pad areas and pavement areas should be removed. Following stripping and removal of the surface materials (i.e. topsoil, asphalt pavement, concrete pads and structures, etc.), the exposed subgrades should be proof-rolled. The subgrade proof-rolling should be done under the guidance of, and observed by qualified geotechnical engineering personnel. The subgrade fill placement necessary to raise the site grades and/or the placement of subbase courses may proceed following proper site preparation and acceptance of the existing soil subgrades.

The on-site soils could be used for constructing the fills for establishing the building pad and pavement areas, provided they can be properly placed and compacted in a controlled manner and to a stable well engineered condition, in accordance with our recommendations. It should be understood, however, that these soils will be very difficult to dry and work with. Therefore the use of imported granular fill materials will be better suited for building pad, roadway and parking lot fill areas. Efforts should be made to maintain the subgrades in a dry and stable condition at all times, and limit construction traffic directly over these soils, particularly if they become wet.

Additional Geotechnical Investigations

Additional investigations and further evaluations are recommended for final design when final building development plans and loading conditions, along with final site development plans, are established, as discussed further in the report. Empire can assist in planning the locations and scope of the additional explorations and evaluations that may be necessary for final design.

Closing

Additional more detailed site condition findings, along with considerations and recommendations for permitting, planning and preliminary design of the proposed site redevelopment project are presented in the Geotechnical Evaluation Report, which follows.

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1.00 INTRODUCTION

1.10 GENERAL

This report summarizes the results of a subsurface exploration program and geotechnical engineering evaluation completed by Empire Geo-Services, Inc. (Empire) for a proposed mixed use redevelopment project being considered on the site of the Westwood Country Club off North Forest Road in Amherst, New York. The approximate location of the project site is shown on Figure No. 1.

Mensch Capital Partners, LLC (Mensch) retained Empire to complete this work, which was done in accordance with our proposal dated October 11, 2013. This work was completed to evaluate the geotechnical characteristics of the site, with regard to foundation support of the proposed mixed use buildings being considered for redevelopment of the site, and to provide preliminary geotechnical design and construction considerations / recommendations to assist the design team with planning and preliminary design.

The subsurface exploration program completed by Empire consisted of a total of forty-nine (49) test borings advanced across the site, of which thirty (30) borings were advanced to apparent bedrock refusal at depths ranging between 13.5 feet and 62.5 feet, with the remaining nineteen (19) borings being advanced to a planned depth of 20 feet and then terminated. Bedrock was cored in seven (7) of the test borings advanced to refusal. In addition, three (3) groundwater observation wells were installed and geotechnical laboratory testing of selected recovered soil samples was also completed. SJB Services, Inc. (SJB), our affiliated drilling and materials testing company, completed the test borings and laboratory testing for the subsurface exploration program.

On this basis, Empire prepared this report, which summarizes the subsurface conditions encountered by the test borings, groundwater observation wells and laboratory testing, and presents preliminary geotechnical engineering considerations and recommendations to assist in planning and preliminary design of the site redevelopment. Specifically our evaluation addresses the soil, bedrock and groundwater conditions present on the site, with regard to their impacts on foundation, slab-on-grade floor construction, underground utility construction and pavement construction.

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1.20 SITE DESCRIPTION AND PROPOSED DEVELOPMENT PROJECT

The proposed site redevelopment project comprises approximately 170 acres and is bounded within the area of Maple Road to the north, North Forest Road, Ellicott Creek and the Audubon Par 3 Golf Course to the east, Sheridan Drive to the south and Frankhauser Road and Fairways Boulevard to the west. The redevelopment project is generally proposed within the existing Westwood Country Club golf course area, which currently consists of the golf tees, fairways, hazards, greens along with bordering cart paths, tall grass, trees, brush and ponds. The main club house building, pool and tennis amenities, maintenance buildings, access drive and parking lot areas are located in the southeast portion of the site, with access from North Forest Road. Grades across the site gradually drop in elevation about 10 to 13 feet from south (i.e. Sheridan Drive) to north (Maple Road). Figure No. 2 presents an aerial photograph of the existing site, along with the approximate locations of the test borings plotted on the plan.

The proposed redevelopment project is currently planned to include the following:

- 1 to 2 story single family residential home lots in the northern eastern portion of the site;
- Adjoining 1 to 2 story townhome style residential units in the northern western portion of the site;
- Larger 1 to 2 story single family residential home lots in the eastern center portion of the site;
- An approximate 30 acre parcel in the west center potion of the site for senior living development;
- Mixed use town center type development in the southern portion of the site including commercial/retail buildings, office buildings, multi family townhomes and multi family apartments; and
- Re-use of the existing club house building for conference and reception use, in association with construction of an adjoining hotel building.

In addition the project will also include construction of roadways, access drives and parking lot areas with access to the development from Sheridan Drive and Maple Road. Figure No. 3 presents a conceptual plan of the proposed site development along with the approximate locations of the test borings plotted on the plan.

The1 to 2 story single family residential homes and townhome residential units are expected to consist of wood framed construction, with possible basement structures. The commercial/retail buildings, office buildings, multi family townhomes and multi family apartments are also expected to be 1 to 2 stories with

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either wood or steel frame type construction, and with at grade ground floors constructed as slab-on-grade. Accordingly, basements are not anticipated for these structures. The new hotel building is expected to be multiple-story with steel frame or masonry with pre-cast plank type construction. The hotel building is also not expected to include a basement structure.

At this time the final building configurations and structure loads have not been established. The development plan currently anticipates that the building structures can generally be supported using conventional spread foundation systems, although it is understood that deep foundation systems could be necessary in some cases, depending on the actual structure loads and soil conditions present.

2.00 SUBSURFACE EXPLORATION

The subsurface exploration program completed to characterize the subsurface conditions consisted of a total of forty-nine (49) test borings, designated as B-1 through B-49. In addition, groundwater observation wells were installed in three (3) of the test borings (B-6, B-24 and B-48). The test borings and groundwater observation well installations were completed by SJB between December 3rd, 2013 and February 5, 2014. The approximate locations of the test borings with respect to an aerial photograph of the existing site are shown on Figure No. 2 and the approximate locations of the test borings with respect to the currently proposed conceptual site development plan are shown on Figure No. 3.

The proposed test boring locations were initially established on a site plan, along with location coordinates, prepared by Nussbaumer & Clarke, Inc. (N&C), which were provided to Empire through Mensch. The boring locations were established to provide general coverage over the project site. Using this plan and the location coordinates, SJB then staked the boring locations in the field using hand held global positioning satellite (gps) instrumentation and visual observations referenced to existing site features. The locations should be considered accurate only to the degree implied by the methodologies used.

The ground surface elevation at each test boring location was measured and recorded by SJB using laser survey level techniques. The elevations were referenced to the rim of an electrical manhole (benchmark established by SJB) located off the front of the existing golf cart storage building, located in the south center portion of the site. The approximate location of the benchmark is shown on Figure No. 2 and has an elevation El. datum of 602.38 feet, as measured and reported by N&C.

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Thirty (30) borings were advanced to apparent bedrock refusal at depths ranging between 13.5 feet and 62.5 feet, with the remaining nineteen (19) boring advanced to a depths ranging between about 18 feet and 22 feet. Bedrock was cored in seven (7) of the test borings advanced to refusal (borings B-1, B-4, B-29, B-31, B-43, B-45 and B-47). The borings advanced to apparent bedrock refusal and the borings advanced to a depth of 18 to 22 feet (scheduled to be 20 feet) are designated on Figures No. 2 and No. 3.

The test borings were made using a Central Mine Equipment (CME) model 550X and a CME model 550SE rubber tire, all terrain drill rigs, using hollow stem auger and split spoon sampling techniques. Split spoon samples and Standard Penetration Tests (SPTs) were taken continuously from the ground surface to a depth of 12 feet or 16 feet and in intervals of five feet or less below the zone of continuous sampling until boring completion. The split spoon sampling and SPTs were completed in general accordance with *ASTM D 1586 - "Standard Test Method for Penetration Test and Split-Barrel Sampling of Soils"*.

After reaching auger refusal at test boring locations B-1, B-4, B-29, B-31, B-43, B-45 and B-47 the refusal material encountered was cored using a NQ size double tube core barrel in accordance with *ASTM D 2113 – "Standard Practice for Rock core Drilling and Sampling of Rock for Site Investigation"*. Five (5) feet of bedrock was cored at each of these locations.

Groundwater observation wells were installed in test borings B-6, B-24 and B-48 to help assess groundwater levels on the site. The wells were installed with hollow stem auger drilling techniques in general accordance with *ASTM D5092 Standard Practice for Design and Installation of Ground Water Monitoring Wells in Aquifers.* The well installation consisted of a 2-inch diameter PVC well screen and riser pipe with sand filter, bentonite seal and soil backfill. A protective flush mount surface casing and surrounding concrete seal were installed at the surface of boring B-6 to finish the well installation. The wells installed at borings B-24 and B-48 were completed with a PVC stickup riser and cap, and without a protective surface casing. Additional details regarding the construction of the observation wells are shown on the Monitoring Well Completion Records presented following their respective test boring logs in Appendix A.

A geologist from SJB prepared the test boring logs based on visual observation of the recovered soil samples and bedrock core, along with review of the driller's field notes. The soil samples were described based on visual/manual estimation of the grain size distribution, along with characteristics such as color, relative density, consistency, moisture, etc. In addition the Unified Soil Classification System

(USCS) group symbols were also established and are presented on the logs for the soil types encountered. The recovered rock core samples were also described, including characteristics such as color, rock type, hardness, weathering, bedding thickness, core recovery and rock quality designation (RQD). The test boring logs are presented in Appendix A, along with general information and a key of terms and symbols used to prepare the logs.

3.00 LABORATORY TESTING PROGRAM

Selected recovered soil samples were tested in SJB's geotechnical testing laboratory to confirm the visual soil classifications and provide index properties to aid in our evaluations. The laboratory testing program included the following index tests:

1. Moisture content in accordance with *ASTM D 2216 – "Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass"*.

2. Grain size distribution in general accordance with *ASTM C136 – "Standard Test Method for Particle-Size Analysis of Soils"*;

3. Liquid limit, plastic limit and plasticity index in accordance with *ASTM D 4318 – "Standard Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils"*.

4. In addition, the samples tested for liquid limit, plastic limit and plasticity index were also tested for shrinkage limit in accordance with *ASTM D 427 – "Test Method for Shrinkage Factors of Soils by Mercury Method"*. Using the shrinkage test data and the moisture content data, Empire calculated the coefficient of linear extensibility (COLE factor) of the clay soils at the various measured moisture contents, to qualitatively evaluate their shrinkage potential. The COLE factors were determined following a procedure similar to those described in the *Soil Survey Investigation Report No. 42, Soil Survey Laboratory Methods Manual 1996, USDA, NRCS, NSSC.*

The soil samples tested for the above index properties, as well as a summary of the results, are presented on Table 1.

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Composite soil samples were also prepared from test borings B-6 (samples S-2 through S-4, 2.0'-8.0'); B-34 (samples S-2 through S-5, 2.0'-10.0'); and B-45 (samples S-2 through S-5, 2.0'-10.0') and were tested for the following:

- Resistivity, redox, pH, moisture, and sulfides according to procedures established by the Ductile Iron Pipe Research Association (DIPRA test) to provide an indication of the corrosion potential of the on-site soils with regard to buried metallic conduits; and

- Sulfate and chloride concentration in the soils, with regard to potential impacts on buried concrete structures.

This laboratory test data is also presented in Appendix B, as well as summarized on Table 1.

4.00 EXISTING SITE INFORMATION

As part of our study Empire researched existing information concerning the geologic and flood plain conditions present in the Westwood Country Club site area. This included:

- USDA - Natural Resource Conservation Service - Soil Survey for Erie County (http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx);

- NYSED – New York State Museum and Science Service - Surficial Geology and Bedrock Geology Maps (http://www.nysm.nysed.gov/gis/); and

- Erie County On-Line GIS Mapping System – FEMA Flood Plain Mapping (http://gis1.erie.gov/Geocortex/Essentials/Web/viewer.aspx?Site=FEMA&reloadkey=true).

4.10 SOIL SURVEY INFORMATION

The USDA – Erie County Soil Survey data indicate that the surficial soils (i.e. soils typically within the upper 5 feet of the existing ground surface) within the Westwood Country Club facility site consist predominately of "clay loam", "silt loam", and "loamy fine sand" type soils. These surficial soil types are similarly classified as CL, ML and SM group soils using the Unified Soil Classification System (USCS), respectively.

These soils typically consist of silty clay, clayey silt, non-plastic silt and silty fine sand and are of a medium-low to low permeability (i.e. poor draining). These soils are also considered to be highly moisture sensitive and have a relatively poor value (i.e. difficult to place and compact) as subgrade fill material to raise site grades beneath slab-on-grade and pavement construction. The locations of the various surficial soil types, as mapped by the Erie County Soil Survey, are presented in Appendix C1.

4.20 SURFICIAL AND BEDROCK GEOLOGY

Geologic maps prepared by the New York State Geological Survey indicate the surficial overburden soils present within the Westwood Country Club facility site consist predominately of glacial till deposits of clay, silt and bouldery clay, with glacial outwash deposits of sand and gravel along Ellicott Creek.

The geologic maps indicate the uppermost bedrock formation in this area is the upper (late) Silurian period, Camillus Shale formation of the Salina Geologic Group. This bedrock formation is characterized as medium hard, weathered to sound Shale rock, with occasional gypsum partings and seams and has a generally fair to good rock mass quality.

Excerpted portions of the surficial soil and bedrock geologic maps, along with applicable associated legends, are presented in Appendix C2.

4.30 FLOOD PLAIN MAPPING

Review of the FEMA flood plain mapping indicates the 500 year and 100 year flood plains from Ellicott Creek extend into the eastern portions of the Westwood Country Club facility site. The 500 year flood elevations range from El. 595 feet to El. 594 feet where it extends onto the site from the southern end to the center portion, and at about El. 593 feet where it extends onto the northern portion of the site.

The flood plain mapping obtained from the Erie County On-Line GIS Mapping System is presented in Appendix C3.

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5.00 SUBSURFACE CONDITIONS

5.10 GENERAL SUBSURFACE CONDITIONS ENCOUNTERED

The test borings completed at the site encountered soil and bedrock conditions generally similar to those indicated by existing site information which was researched, as described above in Section 4.00. The stratigraphy encountered in the test borings consisted generally of surface topsoil, along with man placed fill or disturbed indigenous soils typically extending to depths ranging between about 2 feet and 5 feet, which are underlain by indigenous glacial till deposited silty clay, clayey silt, silt, and silty or clayey sand soils, overlying Shale Bedrock.

The consistency of the cohesive silty clay and clayey silt soils typically ranged between medium and hard, while the more granular silty or clayey sand soils and the non-plastic silt soils were typically of a firm to very compact relative density. Deeper soft to very soft clay soil deposits having SPT "N" values of less than 4 or "woh - weight of hammer" (i.e. the sample spoon was advanced with only the weight of the drop hammer and drill rods applied statically to the sample spoon), were encountered in only a few test borings (B-1, B-18, B-20 and B-25). Accordingly, significant deposits of wet, highly compressible, soft to very soft clays, as present in other portions of northern Amherst, are generally absent within this site.

Shale bedrock, as indicated by the auger refusal conditions, and confirmed by rock coring, was encountered at depths ranging between about 13.5 feet (boring B-10) and 62.5 feet (boring B-1), with corresponding elevations ranging between approximately El. 586.9 feet to El. 543.4 feet, with an average elevation of about El. 560.1 feet.

Groundwater levels measured in the groundwater observation wells (B-6, B-24 and B-48) ranged between depths of 0.6 feet, 8.2 feet and 2.4 feet bgs, respectively, during the site visit on April 1st, 2014.

The soil and bedrock stratigraphy encountered and the groundwater conditions observed are described in more detail in the following sections and on the test boring logs presented in Appendix A. Also included, is a table (Table 2) summarizing the surface topsoil depths, the depths and bottom elevation of the man-placed fill, the depth and elevation of auger refusal (i.e. apparent bedrock refusal), and the groundwater observations made in the test borings and the wells installed for this investigation.

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5.20 SURFACE MATERIALS AND FILL SOILS

The driller noted a distinct topsoil layer at the ground surface of most of the test borings, with the exception of test borings B-21, B-27 and B-38. The topsoil thickness typically ranged between about 2-inches and 14-inches, based on the driller's measurements and interpretation of topsoil. These measurements are widely spaced and are subject to interpretation. Therefore, these measurements should not be solely relied on for construction quantity estimates.

Beneath the topsoil and at the ground surface of the remaining test borings, man placed fill and/or disturbed or reworked indigenous soils were encountered at most of the test boring locations. The fill soils consisted of red-brown, brown-black and black clayey silt and silty clay soils with occasional zones or inclusions of organics, cinders and wood. The fill, where present, was typically found to extend to depths ranging between about 2 feet and 5 feet bgs.

Most of the fill soils are similar in character to the indigenous soils and appear were most likely placed during past site grading associated with the country club development. It can be expected that fill soils will also be present, and will extend to the bottom of the existing foundations near and adjacent to the existing building structures and amenities as well as to the bottom of previous excavations for existing utility lines within the site.

5.30 INDIGENOUS SOILS

The indigenous soil deposits encountered beneath the surface materials and fill consisted predominately of glacial till deposited silty clay, clayey silt, silt and silty or clayey sand soils, which also contain some intermixed gravel, apparent occasional cobbles/boulders and shale fragments. These indigenous soil deposits were found to extend to the top of bedrock. The indigenous soils are classified as CL, CH, ML, SM-SC and SM group soils using the Unified Soil Classification System (ASTM D2488).

Standard Penetration Test (SPT) "N" values obtained in the indigenous silty clay and clayey silt soils ranged from "woh - weight of hammer" (i.e. the sample spoon was advanced with only the weight of the drop hammer and drill rods applied statically to the sample spoon), to "REF – sample spoon refusal" (i.e. 50 blows to advance the split spoon with 6-inches or less of penetration). The SPT "N" values indicate the consistency of the fine grained cohesive clayey silt and silty clay soils vary from very soft to hard, while the relative density of the more granular silty sand soils and non-plastic silt soils vary from loose to very compact.

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Some limited zones of deeper soft to very soft clay soil deposits having SPT "N" values of less than 4 or "woh - weight of hammer" (i.e. the sample spoon was advanced with only the weight of the drop hammer and drill rods applied statically to the sample spoon), were encountered in only a few test borings (B-1, B-18, B-20 and B-25). Accordingly, significant deposits of soft to very soft clays, as present in other areas of northern of Amherst, are generally absent within this site. Some soft clay soils were also present in the upper reaches of a few of the test borings (B-8, B-9, B-11, B-19, and B-22).

5.40 BEDROCK

As discussed above, thirty (30) of the test borings were advanced through the overburden until auger refusal (presumed bedrock refusal) was encountered at depths ranging between about 13.5 feet (boring B-10) and 62.5 feet (boring B-1), with corresponding elevations ranging between approximately El. 586.9 feet to El. 543.4 feet. The borings, as well as the depth and elevation where auger refusal (presumed bedrock refusal) was encountered are summarized on Table 2. Within test borings B-7 and B-22 a zone of weathered Shale was encountered before reaching auger refusal.

Bedrock core samples were obtained from test borings B-1, B-4, B-29, B-31, B-43, B-45 and B-47 after reaching auger refusal. Five (5) feet of bedrock was cored at each of these locations. The bedrock core recovered consisted generally of gray, medium hard, sound, thinly bedded to bedded Shale Rock, with occasional partings, seams and layers of gypsum. Within test boring B-31, the recovered shale rock core was described as being partially slightly weathered and laminated.

The shale bedrock recovered is part of the Camillus Shale geologic formation. The core recoveries ranged between 100% and 50%. The rock quality designation (RQD) values ranged between 20% and 82% indicating the recovered rock cores have a varying rock mass quality ranging between "very poor" and "good".

5.50 GROUNDWATER CONDITIONS

Water level measurements were made in most of the test borings at the completion of overburden drilling and soil sampling. Freestanding water was encountered in borings B-1, B-4, B-5, B-9, B-14, B-20, B-21, B-25, B-26, B-29, B-36, B-37, B-40, B-43, B-45 and B-47 at depths ranging from 13.6 feet to 53.4 feet bgs. These water levels correspond to elevations ranging between El. 586.7 feet and El. 552.5 feet. Each of these borings were advanced to auger refusal (presumed bedrock refusal).

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No freestanding water was recorded following the completion of overburden drilling and sampling, at the remaining test borings advanced to auger refusal or at the shallower test borings (i.e. test borings advanced to a depth of 18 to 22 feet and terminated). It is possible that in many cases within the deeper test borings, that groundwater may not have had sufficient time to accumulate and/or stabilize in the boring holes within the time that had elapsed from the completion of soil drilling operations and the time of the observations / measurements.

Following coring at boring locations B-4, B-43 and B-48, freestanding water was recorded at depths of 20.0 feet, 10.0 feet and 10.0 feet respectively below the existing ground surface. These depths correspond to elevations ranging between El. 581.5 feet and El. 583.2 feet. We note that water was added to these test borings to facilitate the rock coring. Water level measurements were not obtained at the completion of coring at the remaining rock core borings (B-1, B-29, B-31 and B-47).

A 2-inch diameter, PVC, groundwater observation well was installed in borings B-6 B-24 and B-48 following the completion of drilling. The wells installed at borings B-24 and B-48 extend to presumed top of bedrock (auger refusal) at depths of 41.3 feet and 31.0 feet, respectively. The well installed at boring B-6 is seated within the silty clay and clayey silt soils at a depth of 22.0 feet.

A geotechnical engineer visited the site on February 7th, February 17th, March 4th, and April 1st, 2014 to record the water level in the wells. The water level depths and corresponding elevations are as follows:

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Groundwater Observation Well Water Level Depths and Elevations			
Boring / Well No.	Ground Surface El. (feet)	Water Level Depth (feet)	Water Level El. (feet)
February 7th, 2014			
B-6	603.1	1.1	602.0
B-24	598.6	30.1	568.5
B-48	595.8	3.6	592.2
February 17th, 2014			
B-6	603.1	2.1	601.0
B-24	598.6	13.1	585.5
B-48	595.8	4.5	591.3
March 4th, 2014			
B-6	603.1	4.4	598.7
B-24	598.6	8.1	590.5
B-48	595.8	3.5	592.3
April 1st, 2014			
B-6	603.1	0.6	602.5
B-24	598.6	8.2	590.4
B-48	595.8	2.4	593.4

The water levels observed and measured in the wells, particularly at boring locations B-6 and B-48, may in part be the result of wet surface conditions or perched water present in the upper soils. Based on the water levels obtained at the completion of coring in borings B-4, B-43 and B-48, as well as the readings obtained in borings B-9, B-20 and B-25 following completion soil sampling to auger refusal, and the level in well B-24 tends to suggest that a permanent groundwater table may be present at elevations in the range of about El 580 feet to El. 589 feet, although this is not confirmed by the other groundwater observation wells at this time. Continued monitoring of the water levels in the existing wells, particularly into the summer months, as well as the installation of additional wells is recommended to better confirm the depths / elevations of permanent groundwater conditions present on the site.

It also appears that zones of perched or trapped groundwater are present in the topsoil and fill soils at or near the ground surface, at various locations on the site, due to the relatively low permeability of the underlying soils present, and depending on site drainage conditions. Such conditions were observed during the subsurface exploration where areas of standing water and spongy surface conditions were present, hindering some of the drill rig access. These conditions can be particularly

more prevalent following heavy or extended periods of precipitation and during seasonally wet periods, and therefore should be anticipated with the new development site preparation. The clayey and silty fill and indigenous soils encountered are considered to be poor draining soils.

6.00 LABORATORY TEST RESULTS

6.10 SHRINKAGE / SWELL POTENTIAL OF CLAY SOILS

A total of thirteen (13) silty clay / clayey silt soil samples, obtained at various locations and depths as summarized on Table 1, were evaluated qualitatively for shrinkage potential using soil shrinkage and moisture content index test data from the laboratory testing program.

The range of moisture content, liquid limit, plastic limit, plasticity index and shrinkage limit of the clay type soil samples tested, were as follows:

Index Property	Range
Moisture Content	10.7 % to 28.1 %
Liquid Limit	20 % to 61 %
Plastic Limit	12 % to 25 %
Plasticity Index	8 to 37
Shrinkage Limit	12 % to 23 %

The plasticity indices indicate the clay soils vary between a low and high plasticity. Based on the moisture contents and the shrinkage test data, the COLE factors determined ranged from 0 to 0.034.

The laboratory test data and COLE factors calculated suggest that the silty clay soils encountered within the upper reaches of the site below the immediate surface soils, (i.e. within the anticipated depths of proposed spread foundations) are partially desiccated and have a generally non-existent to low potential susceptibility to shrinkage. Therefore, spread foundation settlement should generally be limited to normal consolidation settlement as a result of the compressive structural loads.

The following conditions were noted to support these conclusions.

1. The moisture content of the clay soil samples tested were either lower or just slightly above their shrinkage limit.

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2. The COLE factors determined generally ranged from 0 to 0.025, with one sample slightly greater at 0.034.

COLE factors of 0 correlate to a non-existent shrinkage potential. COLE factors between 0 and 0.03 correlate to a low shrinkage potential. COLE factors of 0.03 to 0.06 correlate to a moderate shrinkage potential and COLE factors of about 0.06 and greater correlate to a high to very high shrinkage potential.

With regard to potential swelling, the clay soils would have to be in a loose condition and be inundated with water for long periods to cause saturation and potential swelling. Given the relatively medium stiff to hard nature of the indigenous clay soils and their inherent low permeability it is unlikely saturation and potential swelling of these soils would occur in an undisturbed state. We note, however the upper surficial clayey silt /silty clay fill soils are in a less dense condition and may be more susceptible to potential shrinkage and swelling, where they are inundated with poor draining surface water.

In addition, drying and re-wetting cycles occurring in clayey fill soils, if used to backfill the foundation walls, could result in soil swelling/shrinkage cycles that can exert additional lateral pressures acting on earth retaining foundation walls. Such action may cause cracking and distortion of the walls if not properly accounted for. Accordingly, to reduce risks associated with the potential for soil expansion and minimize the potential for additional lateral earth pressures to act on the walls, the backfill against any earth retaining structures (i.e. basement foundation walls, depressed crawl space walls, pit structures, etc,) should consist of a suitable non-plastic soil such as a granular sand and gravel backfill material or a crusher run stone Structural Fill material.

6.20 SOIL CORROSION AND SULFATE ATTACK POTENTIAL

Three (3) composite soil samples were prepared from the samples obtained from the upper reaches of test boring locations B-6, B-34 and B-45. The composite samples were tested for resistivity, redox, pH, and sulfides according to procedures established by the Ductile Iron Pipe Research Association (DIPRA). These samples were also tested for chlorides and sulfates.

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This analytical laboratory test data is included in Appendix B and is also summarized in the following tables.

Summary of DIPRA Test Results							
Test Boring	Sample Depth (feet bgs)	Resistivity (ohm-cm)	Redox (mv)	ph	Sulfides	Moisture (%)	Total DIPRA Points
B-6	2 to 8	15,000	-35.2	7.0	Negative	9.5	6
B-34	2 to 10	11,500	-22.6	6.4	Negative	8.9	6
B-45	2 to 10	2,700	9.0	7.6	Negative	23.9	7

Based on the DIPRA publication “American National Standard for Polyethylene Encasement for Ductile Iron Pipe Systems”, if the total DIPRA points exceed 10, the soil is considered corrosive to ductile iron pipe, and protection against exterior corrosion should be provided.

Based on the test results, the site soils tested appear to have a low corrosion potential to ductile iron waterline pipes and other buried metallic pipes/elements. Accordingly, cathodic protection or a suitable protective coating of metallic pipes and conduits, to resist potential corrosion, does not appear necessary.

Summary of Chloride and Sulfate Test Results			
Test Boring	Sample Depth (feet bgs)	Chloride (mg/kg)	Sulfate (mg/kg)
B-6	2 to 8	15	N.D.
B-34	2 to 10	10	N.D.
B-45	2 to 10	18	N.D.

N.D. – Non Detectable within test parameters.

Based on the sulfate concentrations, the soils, which make up these samples, are considered to have a negligible potential for sulfate exposure. Accordingly, a Type I-II Portland Cement appears will be acceptable for the concrete structure elements placed in these soils.

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Refer to the laboratory test data included in Appendix B for more information.

7.00 PRELIMINARY GEOTECHNICAL CONSIDERATIONS AND RECOMMENDATIONS FOR SITE DEVELOPMENT

7.10 GENERAL CONSIDERATIONS

The following general considerations and recommendations are provided to assist with the permitting, planning and preliminary design for the proposed mixed use redevelopment project being considered on the site of the Westwood Country Club. This information is based on the recently completed geotechnical investigation, which included 49 test borings completed across the site to characterize the soil and bedrock conditions present, groundwater observations during drilling and from 3 installed wells to assess groundwater conditions present on the site, and laboratory testing to further characterize soil conditions. Additional investigations and further evaluations will be necessary, as discussed below, for final design once final building development plans and loading conditions, along with final site development plans, are established.

Topsoil, along with underlying man-placed fill or disturbed indigenous soils, were encountered at the surface of most of the test boring locations. The topsoil thickness typically ranged between about 2-inches and 14-inches, based on the driller's measurements and interpretation of topsoil. The fill, where present, was typically found to extend to depths ranging between about 2 feet and 5 feet bgs.

The indigenous soils encountered consist predominately of medium stiff to hard silty clay and clayey silt and firm to very compact silty or clayey sand deposits with some intermixed gravel, and occasional cobbles/boulders and shale fragments. These soils are non-organic, and are not considered to be highly compressible, nor highly susceptible to shrinkage, swelling, or liquefaction. Significant deposits of highly moist, soft to very soft clays, as present in other areas of northern Amherst and which have been problematic to residential foundation/structure movement and distress (i.e. basement foundation subsidence / settlement and lateral movement), appear to be generally absent within this site.

Accordingly, the indigenous soil conditions encountered in the test borings are generally considered suitable to support the anticipated residential and mixed use structure loads using conventional spread foundation systems. Spread foundations and any underlying Engineered Fill (i.e. compacted Structural Fill or suitable flowable backfill material), however, will need to bear on suitable indigenous soil

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subgrades established below the upper existing man-placed fill and disturbed indigenous soils.

In a few cases (i.e. within borings B-9, B-11, B-19, B-21, B-22 and B-45) some limited zones of weaker soils were encountered which may impact the use of spread foundations from a structure bearing capacity and settlement stand point, particularly if a multiple-story more heavily loaded building structure would be proposed at or near these locations. Accordingly, these conditions possibly may require consideration of deep foundations (i.e. driven piles) for multiple-story more heavily loaded building structures at or near these locations.

The existing fill and indigenous soil subgrades are also considered to be generally suitable for basement, at-grade and garage slab-on-grade floor construction, with proper site preparation. The soils encountered are also considered generally suitable for construction of the proposed infrastructure, including the roadways, parking lots, storm and sanitary sewers, waterlines and retention pond structures.

Based on the water level observations made in the test borings, as well as in the groundwater observation wells, it appears that a permanent general groundwater zone (i.e. groundwater table) should generally not be encountered within the excavations for shallow spread foundations and shallow utility construction. The groundwater observations made during drilling and in well B-24 suggest that a permanent groundwater table may be present at elevations in the range of about El 580 feet to El. 589 feet, although this was not confirmed by all of the groundwater observation wells at this time.

Zones of perched or trapped groundwater are also present in the topsoil and upper fill soils at or near the ground surface, at various locations on the site, due to the relatively low permeability of the underlying soils present, and poor site drainage conditions. These conditions therefore will make site stripping and subgrade preparation difficult, particularly during wet periods.

Given, the relatively low to medium low permeability of the soils present, both permanent and perched groundwater seepage if encountered should be relatively slow and of low quantities. Accordingly, these conditions should not significantly impact basement and utility construction. It is anticipated that conventional sump and pump methods of dewatering should generally be sufficient to control surface water, as well as permanent and perched groundwater seepage conditions, should they be encountered.

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Based on the subsurface conditions encountered, the overall site should be classified as Seismic Site Class "D" in accordance with Table 1613.5.2 of the Building Code of New York State - December 2010 (NYS Building Code). As previously stated, the soil conditions encountered are not considered to be susceptible to potential liquefaction in the case of a seismic event. Therefore, seismic design may be based on these criteria.

The following sections present additional and more detailed geotechnical considerations and recommendations to assist with permitting, planning, and preliminary design of the proposed site redevelopment project.

7.20 FOUNDATION SUPPORT

As stated above, the indigenous soil conditions encountered in the test borings are generally considered suitable to support the anticipated residential and mixed use structures using conventional spread foundation systems. Preliminarily, it is expected that spread foundations can be sized, based on net allowable bearing capacities in the range of about 2,000 to 4,000 pounds per square foot (psf) ±, depending on location, foundation bearing depths and actual structure loads.

Spread foundations should bear on suitable, undisturbed, indigenous soil bearing grades, after the removal of all fill soils and any unsuitable indigenous soft or wet soils. Alternatively, the foundations may also bear on Engineered Fill (i.e. compacted Structural Fill or flowable backfill), which is placed over the suitable indigenous soil bearing grades, following excavation and removal of fill soils and any unsuitable indigenous soils which are present below the design bearing grade elevation of the footings.

Suitable indigenous soil bearing subgrades should consist of stiff to hard silty clay and clayey silt soils or firm to very compact silty or clayey sand soils. Suitable bearing subgrade conditions were typically encountered in the test borings at depths ranging between about 2 feet and 5 feet bgs. At boring locations B-19 and B-22 suitable bearing subgrade conditions were deeper at about 10 feet and 6.5 feet, respectively.

In a few cases (i.e. within borings B-9, B-11, B-19, B-21, B-22 and B-45) zones of weaker soils were encountered which may impact the use of spread foundations. Accordingly, these conditions possibly may require consideration of a deep foundation system; particularly if multiple-story more heavily loaded building structures would be proposed at or near these locations.

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Driven H-piles or pipe piles driven to refusal on the Shale bedrock appear would be the best suited deep foundation system option for the site conditions present. Zones of gypsum present in the Shale bedrock may require socketting of drilled piers in the bedrock in order to bear the piers on suitable bedrock below these zones. Therefore, it appears the use of drilled piers would be less favorable from both a constructability and economic standpoint.

For preliminary information, a driven HP12x53 H-pile, driven to refusal on the bedrock, would be expected to develop an axial compressive capacity in the range of about 100 to 120 tons ± per pile. Other pile sections can also be used, based on product availability and costs, which would provide higher or lower allowable axial capacities, based on the actual pile section.

7.30 BASEMENT STRUCTURE DESIGN CONSIDERATIONS

Basement structures should be designed for lateral earth pressures caused by the load of backfill against the wall and the surcharge effects from any permanent or temporary loads. In addition suitable foundation drainage should be provided to relieve potential hydrostatic pressure from developing against the basement walls and floors due to the possible presence of groundwater. In this case suitable damp proofing of the walls and floors should also be provided. Alternatively, the basement structures could also be designed to resist potential full hydrostatic pressure. In such case the basement structure should also be fully water proofed.

Where suitable foundation drainage is provided, the basement walls can be designed for “at rest” lateral earth pressure computed on the basis of an “equivalent fluid unit weight” of 70 pounds per cubic foot (pcf). This is based on the assumption that the wall backfill beyond the drainage system is a suitable well draining granular backfill material, such as a crusher run stone Structural Fill.

The use of the on-site clayey silt, silty clay and silty or clayey sand soils to backfill the basement walls is not recommended as they will be susceptible to potential swelling in a looser disturbed state, which could cause additional lateral pressures on the basement walls. The on-site soils could be used, however, to backfill non-earth retaining foundation walls provided they can be properly placed and compacted to a stable and well engineered condition.

The foundation drainage system should be properly designed, installed and maintained for long-term performance and should drain to a sump and pump system or a gravity drain relief point, which is not susceptible to potential backup.

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The foundation drainage system should include a drainage/separation geotextile installed around drainage stone, which surrounds a slotted under-drain pipe. The drainage stone should be sized in accordance with the pipe slotting. A crushed aggregate conforming to NYSDOT Standard Specifications Section 703-02, Size Designation No. 1 (½-inch washed gravel or stone) is generally acceptable for slotted under-drain pipe. The foundation under-drain pipes should be set at a depth of about 1 foot below the top of the finish basement floor grade.

A pervious granular backfill (i.e. concrete sand or crusher run stone) or a suitable geosynthetic drainage composite (i.e. Miradrain, Grace Hydroduct, Delta MS, etc.) should be placed against the basement foundation wall, above the drainage system, to allow infiltration to the drainage system.

7.40 SLAB-ON-GRADE FLOOR CONSTRUCTION

The building floors can be constructed as slab-on-grade following proper subgrade preparation as outlined in Section 7.80. For preliminary design purposes, a minimum of 6-inches of Subbase Stone is recommended beneath the lightly loaded floor slabs (residential floors, lightly loaded office floors, etc.). A minimum 12-inch thick layer of Subbase Stone is recommended beneath more heavily loaded floor slabs (i.e. garage areas, storage areas, mechanical rooms, etc.). A suitable stabilization/separation geotextile, such as Mirafi 500X, should be placed over the existing soil or fill soil subgrades prior to placement of the Subbase Stone layer.

An imported suitable granular fill material is generally recommended to be used as subgrade fill to raise the site grades, beneath the Subbase Stone course for the slab-on-grade construction. The use of the soils from the site may be possible for the building pad site filling, provided the soil can be properly placed and compacted in a controlled manner, as discussed further in Section 7.80 below.

In order to limit potential post construction settlement, due to required site filling, we recommend the subgrade fill placement, in areas requiring more than about 2 to 3 feet of fill, be completed at least 1 to 2 months month in advance of the final subgrade preparation, Subbase Stone placement, and floor slab construction.

Preliminarily, the slab-on-grade floor slabs may be designed using a modulus of subgrade reaction of 150 pounds per cubic inch (pci) at the top of the subbase layer. It is recommended that the slab-on-grade be constructed such that it is not structurally connected to, or resting directly on, perimeter walls or column footings in order to limit differential settlement effects.

The above subbase stone thicknesses should not be considered sufficient for carrying construction vehicle loads. Therefore, contingencies should be planned for to temporarily increase the Subbase Stone thickness within the building pad areas to provide a suitable working surfaces to stage the construction, carry construction vehicle loads and protect the underlying subgrades. This will be particularly important when wet periods occur. The additional subbase stone material could then be removed and re-graded in preparation for the actual floor construction and/or re-used as foundation backfill or as pavement area subbase or as otherwise determined appropriate.

A moisture barrier is generally not considered warranted where the floor slabs are constructed at or above the final site grades, unless otherwise recommended by the finished flooring manufacturer. A suitable moisture barrier, however, is recommended beneath the below grade floor areas (i.e. basement areas) to reduce the potential for dampness.

7.50 SEISMIC DESIGN CONSIDERATIONS

Based on the subsurface conditions encountered in the test borings, the upper 100 feet of the site should be classified as Seismic Site Class “D” in accordance with the criteria presented on Table 1613.5.2 of the Building Code of New York State - December 2010 (NYS Building Code). The soil conditions encountered are generally not considered to be susceptible to potential liquefaction in the case of a seismic event. Therefore, seismic design may proceed based on these considerations.

The spectral response accelerations in the project area were obtained by Empire using the United States Geological Survey (USGS) web site application (https://geohazards.usgs.gov/secure/designmaps/us/). These accelerations were then adjusted, as recommended by the USGS, to obtain the 2% probability in 50 years mapping accelerations, as presented in the NYS Building Code.

Using the site location, the calculated spectral response accelerations for Site Class “B” soils are 0.221g for the short period (0.2 second) response (S_S) and 0.051g for the one second response These spectral response accelerations were then adjusted for the Seismic Site Class “D” soil profile determined for the project site.

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Accordingly, the adjusted spectral response accelerations for Site Class "D" are as follows:

- Short Period Response (S_{MS}) - 0.354g
- 1 Second Period Response (S_{M1}) - 0.122g

The corresponding five percent damped design spectral response accelerations (S_{DS} and S_{D1}) are as follows:

- S_{DS} - 0.236g
- S_{D1} - 0.081g

It is possible that a seismic shear wave velocity study of the site may refine and possibly upgrade the seismic design site class. This may be particularly beneficial in the areas of the mixed use commercial and apartment buildings depending on the costs associated with seismic reinforcement of these structures. It should be understood, however, that there is no guarantee that an upgrade can be made if a seismic shear wave study is performed,

7.60 PAVEMENT DESIGN CONSIDERATIONS

The Town of Amherst requires a typical pavement section consisting of the following components for residential and commercial development roadways:

Town of Amherst Asphalt Concrete Pavement Section:

- 1.5 inches – Top Course
- 2.5 inches – Binder Course
- 4.0 inches – Base Course
- 11 inches – Subbase Stone Course

It is estimated that the existing subgrade soils will have a typical CBR value of about 2 to 3 ±. This correlates to a soil resilient modulus of about 3,500 psi, which has been used for our pavement design evaluations. The pavement sections were analyzed using the NYSDOT Thickness Design Manual for New and Reconstructed Pavement, along with the American Association of State Highway and Transportation Officials (AASHTO) "Interim Guide Method for Design of Flexible Pavements".

Based on our analyses, the Town of Amherst pavement section will provide approximately 1.2 million, 18-kip equivalent axle loads (EAL's) over its design life, provided the subgrades are prepared in accordance with the recommendations

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presented in Section 7.80. This design life is considered to be within an acceptable range for this type of application.

We would recommend, however, the Town of Amherst pavement section also include a suitable stabilization/separation geotextile (i.e. Mirafi 600X or suitable equivalent). It may also be necessary to increase the subbase thickness in some areas to improve subgrade conditions in some areas, as well as to promote drainage to underdrains, etc. as discussed below.

Pavement design recommendations are also provided for two (2) flexible pavement structure types within the proposed mixed use development areas. These include the following:

- A heavy duty asphalt concrete pavement for the entrance, access drives and pavement areas, which will be subject to delivery truck traffic. (Heavy Duty Asphalt Concrete Pavement Structure); and
- A light duty asphalt concrete pavement for automobile / light SUV only parking areas (Light Duty Asphalt Concrete Pavement Structure).

  Heavy Duty Asphalt Concrete Pavement:

  - 1.5 inches – Top Course
  - 3.0 inches – Binder Course
  - 15 inches – Subbase Stone Course
  - Stabilization/Separation Geotextile
  - Prepared Subgrade

  Light Duty Asphalt Concrete Pavement:

  - 1.5 inches – Top Course
  - 2.0 inches – Binder Course
  - 10 inches – Subbase Stone Course
  - Stabilization/Separation Geotextile
  - Prepared Subgrade

Based on our analyses, the Heavy Duty and Light Duty pavement sections will provide approximately 350,000 and 45,000 18-kip equivalent axle loads (EAL's), respectively, over their design life.

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The installation of underdrains and/or edge drains is recommended to drain the pavement subbase course and subgrades in order to limit the potential for frost action and improve pavement structure performance and design life. Alternatively, the pavement subbase course can also be allowed to daylight/drain to an adjacent perimeter drainage swale.

Proper grading of the pavement structure subgrades is also recommended Accumulation of water on pavement subgrades should be avoided by grading the subgrade to a slope of at least 2 percent to allow drainage to the underdrains or drainage swale.

The subbase stone course for the above pavement sections should not be considered sufficient for use as construction haul roads. Therefore, contingencies should be planned for to temporarily increase the Subbase Stone thickness or provide additional base stabilization / reinforcement within the areas that will be used as construction roads and to stage the construction.

7.70 UNDERGROUND UTILITY CONSTRUCTION

The generally medium stiff to hard clayey silt and silty clay and firm to very compact silty or clayey soils should provide generally suitable subgrade conditions for underground utility construction, including storm and sanitary sewers, water lines, gas lines and buried electrical / communication conduits. Accordingly, standard bedding materials and thicknesses can generally be used to support this infrastructure. It should be expected, however, that in some localized cases that subgrade undercuts and the placement of additional bedding material or subgrade stabilizing materials may be required to provide suitable and stable subgrades for the utility construction. Therefore, some contingencies should be planned for, should such localized conditions be encountered.

7.80 SUBGRADE PREPARATION FOR PAVEMENT AND SLAB-ON-GRADE CONSTRUCTION

The site preparation work should be performed during seasonal dry periods to minimize potential degradation of the subgrade soils and potential undercuts which may be required to establish a stable base for construction. It should be understood that the indigenous subgrade soils that will be exposed are sensitive and will degrade and lose strength when they are wet and disturbed by construction equipment traffic. Accordingly, efforts should be made to maintain the subgrades in a dry and stable condition at all times, and not permit excessive or heavy construction traffic directly over these soils.

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It is noted that zones of perched or trapped groundwater are present in the topsoil and upper fill soils at or near the ground surface, at various locations on the site, due to the relatively low permeability of the underlying soils and poor site drainage conditions present. Such conditions occurred during the subsurface exploration where areas of standing water and spongy surface conditions were present, hindering some of the drill rig access, until the site became frozen in the later part of January and early February. These conditions therefore will make site stripping and subgrade preparation difficult, particularly during wet periods, and therefore should be anticipated.

Measures to improve site drainage should be implemented as necessary prior to commencing the site stripping and subgrade preparation work. Such measures, may include installation of drainage swales to intercept and divert surface runoff away from the construction areas, sloping of the subgrade and “sealing” of the surface with a smooth drum roller to promote runoff, and restricting construction equipment traffic from traveling directly over the subgrade surfaces, especially when they are wet. The placement of a suitable base material and underlying stabilization geotextile, beneath haul roads, and in construction staging areas, will help to protect the subgrades and minimize problems associated with subgrade degradation.

All existing structures, trees, stumps, vegetation, topsoil, organic soils, etc., and any other deleterious materials within the proposed building pad areas and pavement areas should be removed. Following stripping and removal of the surface materials (i.e. topsoil, asphalt pavement, concrete pads and structures, etc.), the exposed subgrades should be proof-rolled. The proof-rolling should be performed, prior to the overlying fill placement, using a smooth drum roller weighing at least 10 tons.

The subgrade proof-rolling should be done under the guidance of, and observed by qualified geotechnical engineering personnel. In some cases it may be necessary to waive the proof-rolling requirement if wet subgrades are present. This should be determined by the geotechnical engineer (i.e. Empire). Any undercuts, which may be required as the result of the proof-rolling, should be performed based on guidance and evaluation of the conditions by the geotechnical engineer. Resulting undercuts should be backfilled with a suitable material as recommended by the geotechnical engineer.

The placement of an initial lift of suitable oversized stone fill material (i.e. “surge stone”, “shot rock”, minus 6-inch crusher run stone, No.3 & No.4 Stone, etc.) encased in stabilization geotextile top and bottom, may be necessary in some cases

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to help stabilize the subgrades prior to the subgrade fill placement, particularly if the existing subgrades are in a soft/wet condition.

The subgrade fill placement necessary to raise the site grades may proceed following preparation and acceptance of the existing soil subgrades.

The majority of the site filling and grading necessary to raise site grades should be performed sufficiently in advance of the foundation, pavement and utility construction. Therefore we recommend the subgrade fill placement, in areas requiring more than about 2 to 3 feet of fill, be completed at least 1 to 2 months in advance of the final subgrade preparation and subbase stone placement for floor slab and pavement construction.

The on-site soils could be used for constructing the fills for establishing the building pad and pavement areas, provided they can be properly placed and compacted in a controlled manner and to a stable well engineered condition, in accordance with our recommendations. It should be understood, however, that these soils will be very difficult to dry and work with. Therefore the use of imported granular fill materials will be better suited for building pad, roadway and parking lot fill areas. On-site soils used for filling within the building pad area and pavement areas must be free of all organics, and any soft, wet or otherwise deleterious material.

As stated above, the use of the fine grained on-site soils for site filling will be difficult to work with (i.e. dry for proper compaction), vs. an imported Suitable Granular Fill or Structural Fill material, particularly during seasonally inclement or wet weather. Efforts should be made to maintain the subgrades in a dry and stable condition at all times, and limit construction traffic directly over these soils, particularly if they become wet.

Subgrade fill placed to establish the building pad, roadway and parking lot areas, using the on-site soil material, should be compacted to a minimum of 95 percent of the maximum dry density as measured by the modified Proctor moisture-density relationship (ASTM D 1557). The subgrade fill should be placed in horizontal lifts that do not exceed a maximum loose lift thickness of 6 to 9 inches. The loose lift thickness should be reduced in conjunction with the compaction equipment used so that the required density is attained. On-site soil used for subgrade fill should have a moisture content within –3 % to +1 % of the optimum moisture content (determined by ASTM D 1557) when it is placed and compacted. On-site soils having moisture contents exceeding this range will require drying efforts to be implemented by the contractor.

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The subgrade fill should be placed to a stable condition and should not "pump" or show signs of movement or significant deflection (i.e. unstable conditions) as it is being constructed. Any unsuitable conditions should be undercut and removed. The fill subgrades should also be properly graded, drained and protected from moisture and frost. Placement of fill over wet, soft, snow covered or frozen subgrades should not be permitted.

Suitable Granular Fill or Structural Fill as described below in Section 7.90, or other imported suitable granular soil materials are recommended as better suited for subgrade fill to raise the existing site grades for slab-on-grade and pavement construction. Empire, however, should be consulted regarding the acceptability of any off-site materials, which do not meet the requirements stated below for Suitable Granular Fill or Structural Fill. All fill placement and compaction should be closely monitored and tested on a "full-time" basis by qualified geotechnical engineering personnel.

7.90 STRUCTURAL FILL AND SUITABLE GRANULAR FILL MATERIALS

Structural Fill Material

Structural Fill (Subbase Stone) should consist of crusher run stone, which is free of clay, organics and friable or deleterious particles. The crusher stone should meet the requirements of New York State Department of Transportation, Standard Specifications, Item 304.12 – Type 2 Subbase, with the following gradation requirements.

Sieve Size Distribution	Percent Finer by Weight
2 inch	100
¼ inch	25-60
No. 40	5-40
No. 200	0-10

Suitable Granular Fill

Suitable Granukar Fill should be well graded from coarse to fine and classified as GW, GP, GM, SW, SP and SM soils using the Unified Soil Classification System (ASTM D-2487). It should have no more than 85- percent by weight material passing the No. 4 sieve, no more than 20- percent by weight material passing the No. 200 sieve and should be generally free of particles greater than 4-inches. It should also be

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free of topsoil, asphalt, concrete rubble, wood, debris, clay and other deleterious materials.

Material meeting the requirements of New York State Department of Transportation, Standard Specifications, Item 203.07 – Select Granular Fill is acceptable for use as Suitable Granular Fill.

Placement and Compaction

Structural Fill and Suitable Granular Fill should be compacted to a minimum of 95 percent of the maximum dry density as measured by the modified Proctor test (ASTM D1557). Placement of the fill should not exceed a maximum loose lift thickness of 6 to 9 inches, with the exception of the subbase course beneath the slab-on-grade and pavement construction, which can be placed in a single lift not exceeding 15-inches. It may be necessary to reduce the loose lift thickness depending on the type of compaction equipment used so that the required density is attained. The fill should have a moisture content within two percent of the optimum moisture content at the time of compaction.

8.00 RECOMMENDATIONS FOR ADDITIONAL GEOTECHNICAL INVESTIGATIONS

As discussed above, it is recommended that additional explorations be completed for final site redevelopment design particularly in the mixed use town center and future senior housing building development areas

Preliminarily we would recommend that additional test borings in the mixed use town center and senior housing building development areas be performed to provide an approximate frequency of at least one (1) boring per about 3,000 to 4,000 square feet of building footprint, with no less than 4 borings per building. The recommended depth of these borings will be dependent on the building structure loads and foundation bearing depths. At least half of these borings, however, should be extended to bedrock, if a deep foundation system appears may be warranted.

Additional borings within the proposed residential areas should be made to provide a frequency of about one (1) boring per 4 to 5 residential units, with these borings extending to a depth of about 20 feet ±. Additional borings along the proposed roadway and parking lot areas should be made to provide a frequency of about one (1) boring per 400 linear feet of road and/or about one (1) boring per about 10,000 square feet of parking lot area. The roadway borings should extend at least 5 feet

beneath the anticipated utility inverts and the parking lot area borings should extend to a depth of about 6 feet.

Empire can be consulted to assist in planning the locations and scope of the additional explorations and evaluations that may be necessary for final design, based on the final development plans, building sizes and loads.

9.00 CONCLUDING REMARKS

This report was prepared to assist in evaluating the geotechnical characteristics of the subsurface conditions present at the Westwood Country Club site in Amherst, New York, with regard to the proposed mixed use redevelopment project being considered on the site. The report has been prepared for the exclusive use of Mensch Capital Partners, LLC and related parties, for specific application to this site and this project only.

The considerations and preliminary recommendations presented were prepared based on Empire Geo-Services, Inc.'s understanding of the proposed site redevelopment, as described herein, and through the application of generally accepted soils and foundation engineering practices. No warranties, expressed or implied are made by the conclusions, opinions, recommendations or services provided.

This report was prepared for site characterization and preliminary site development planning purposes only. It should not be considered as providing complete or sufficient subsurface information for final building foundation design and construction. Additional subsurface explorations and geotechnical engineering evaluations will be necessary based on the actual planned site development, including the building sizes, location, use and structural loads.

Additional information regarding the use and interpretation of this report is presented in Appendix D.

Sincerely,

EMPIRE GEO-SERVICES, INC.

John J. Danzer, P.E.
Senior Geotechnical Engineer

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

TABLES

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

TABLE 1

SUMMARY OF LABORATORY INDEX TESTS

PROPOSED WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
NORTH FOREST ROAD
AMHERST, NEW YORK

Test Boring Number	Sample Number	Sample Depth	Moisture Content (%)	Grain Size Distribution			Atterberg Limits				COLE Factor	Shrinkage Potential	Soil Description	USCS Group Soil
				Gravel (%)	Sand (%)	Silt & Clay (%)	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index	Shrinkage Limit (%)				
B-1	S-3	4' - 6'	14.6	5.2	27.0	67.8	20	12	8	12	0.015	Low	Red-Brown Silty Clay / Clayey Silt, some Sand, trace gravel	CL / ML
B-3	S-4	6' - 8'	14.8	2.0	14.8	83.2	24	13	11	13	0.010	Low	Red-Brown Silty Clay, little Sand, trace gravel	CL
B-7	S-6	10' - 12'	12.6	8.3	17.4	74.3	24	12	12	13	0	Non - Existent	Brown-Gray, Silty Clay, little Sand, Trace gravel	CL
B-12	S-3	4'- 6'	13.1	8.6	23.2	68.2	24	13	11	12	0.009	Low	Red-Brown Silty Clay, some Sand, trace gravel	CL
B-14	S-4	6' - 8'	10.7	7.9	22.0	70.1	23	12	11	17	0	Non-Existent	Red-Brown Silty Clay, some Sand, trace gravel	CL
B-20	S-5	10' - 12'	23.3	0.0	1.0	99.0	37	17	20	19	0.025	Low	Red-Brown Silty Clay, trace sand	CL
B-22	S-3	4' - 6'	26.5	0.0	0.8	99.2	52	22	30	23	0.018	Low	Red-Brown Silty Clay, trace sand	CH
B-30	S-5	8' - 10'	11.4	4.3	22	72.8							Red-Brown Clayey Silt, some Sand, trace gravel	ML
B-31	S-6	10' - 12'	10.7	9.1	21.6	69.3	23	13	10	12	0	Non-Existent	Orange-Brown Silty Clay, some Sand, trace gravel	CL
B-35	S-7	15' - 17'	8.7	11.8	29.4	58.8							Red-Brown Clayey Silt, some Sand, little Gravel	ML
B-38	S-2	2' - 4'	21.3	0.0	3.8	96.2	44	20	24	20	0.008	Low	Brown Silty Clay, trace sand	CL
B-40	S-4	6' - 8'	12.0	2.2	14.8	83	25	14	11	13	0	Non-Existent	Red-Brown Silty Clay, little Sand, trace gravel	CL
B-44	S-3	4' - 6'	21.3	0.0	2.2	97.8	59	22	37	22	0	Non-Existent	Red-Brown Silty Clay, trace sand	CH
B-46	S-3	4' - 6'	28.1	0.0	0.8	99.2	61	25	36	22	0.034	Low-Medium	Red-Brown Silty Clay, trace sand	CH
B-48	S-5	8' - 10'	11.8	3.8	19.1	77.1	23	13	10	14	0	Non-Existent	Red-Brown Silty Clay, little Sand, trace gravel	CL
COMPOSITE SAMPLES											DIPRA Points	Chlorides / Sulfates (ppm)		
B-6	S-2 to S-4	2' - 8'	4.5 to 11.3	5.8	14.9	79.3					6	15 / ND	Red-Brown Silty Clay, little Sand, trace gravel	ML / CL
B-34	S-2 to S-5	2' - 10'	5.9 to 12.0	7.8	10.7	81.5					6	10 / ND	Red-Brown Silty Clay, little Sand, trace gravel	ML / CL
B-45	S-2 to S-5	2' - 10'	20.2 to 28.6	4.5	1.7	93.8					7	18 / ND	Red-Brown Silty Clay, trace sand	CL

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13.A.4.b

TABLE 2 (SHEET 1 OF 3)

SUMMARY OF SUBSURFACE CONDITIONS

PROPOSED WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
NORTH FOREST ROAD
AMHERST, NEW YORK

Boring Number	Ground Surface El. (feet)	Total Boring Depth (feet)	Surface Material	Fill Depth (feet)	Bottom of Fill El. (feet)	Auger Refusal Depth (feet)	Auger Refusal El. (feet)	Depth of Freestanding Water in Boring (feet)	El. of Freestanding Water in Boring (feet)	Depth to Groundwater in Well (feet)	El. of Groundwater in Well (feet)
B-1	605.9	67.5	Topsoil	2.0	603.9	62.5	543.4	53.4	552.5		
B-2	603.7	20.0	12" - Topsoil	2.0	601.7	N.E.	N.E.	N.E.	N.E.		
B-3	603.1	20.0	12" - Topsoil	2.0	601.1	N.E.	N.E.	N.E.	N.E.		
B-4	601.5	53.5	3" - Topsoil	2.0	599.5	48.5	553.0	47.0	554.5		
B-5	603.2	32.7	2" - Topsoil	2.0	601.2	32.7	570.5	16.5	586.7		
B-6 w/Well	603.1	22.0	14" - Topsoil	2.0	601.1	N.E.	N.E.	N.E.	N.E.	0.6	602.5
B-7	603.0	47.6	8" - Topsoil	N.E.	N.E.	47.6	555.4	N.E.	N.E		
B-8	602.8	47.5	2" - Topsoil	N.E.	N.E.	47.5	555.3	N.E.	N.E.		
B-9	602.4	44.0	3" - Topsoil	2.0	600.4	44.0	558.4	22.0	580.4		
B-10 / 10A	600.4	13.5	3" - Topsoil	2.0	598.4	13.5	586.9	N.E.	N.E.		
B-11	601.7	45.7	4" - Topsoil	2.0	599.7	45.7	556.0	N.E.	N.E.		
B-12	599.1	20.0	4" - Topsoil	N.E.	N.E.	N.E.	N.E.	N.E.	N.E.		
B-13	599.1	21.0	10" - Topsoil	2.0	597.1	N.E.	N.E.	N.E.	N.E.		
B-14	602.9	47.7	10" - Topsoil	2.0	600.9	47.7	555.2	38.2	564.7		
B-15	602.9	20.0	3.5" - Topsoil	N.E.	N.E.	N.E.	N.E.	N.E.	N.E.		
B-16	599.5	20.0	6" - Topsoil	2.0	597.5	N.E.	N.E.	N.E.	N.E.		
B-17	598.2	22.0	Topsoil	2.0	596.2	N.E.	N.E.	N.E.	N.E.		

Boring Advanced to Auger Refusal

Boring Scheduled to be Advanced to 20 feet and Terminated

Boring Advanced 5 feet into Bedrock with Rock Coring

Groundwater Observation Well Installed in Boring. Water Level on April 1st, 2014

N.E. - Not Encountered N.E.B.C. - Not Encountered Before Water Added to Boring to Facilitate Rock Coring N.D. - Not Determined

Empire Geo-Services, Inc.
5167 South Park Avenue
Hamburg, New York 14075

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

TABLE 2 (SHEET 2 OF 3)

SUMMARY OF SUBSURFACE CONDITIONS

PROPOSED WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
NORTH FOREST ROAD
AMHERST, NEW YORK

Boring Number	Ground Surface El. (feet)	Total Boring Depth (feet)	Surface Material	Fill Depth (feet)	Bottom of Fill El. (feet)	Auger Refusal Depth (feet)	Auger Refusal El. (feet)	Depth of Freestanding Water in Boring (feet)	El. of Freestanding Water in Boring (feet)	Depth to Groundwater in Well (feet)	El. of Groundwater in Well (feet)
B-18	588.5	35.0	3" - Topsoil	4.0	584.5	35.0	553.5	N.E.	N.E.		
B-19	592.3	20.0	Topsoil	2.0	590.3	N.E.	N.E.	N.E.	N.E.		
B-20	597.0	43.5	Topsoil	2.0	595.0	43.5	553.5	16.5	580.5		
B-21	598.2	41.5	Native Soil	N.E.	N.E.	41.5	556.7	39.0	559.2		
B-22	599.1	44.1	11" - Topsoil	N.E.	N.E.	44.1	555.0	N.E.	N.E.		
B-23	596.8	22.0	11" - Topsoil	N.E.	N.E.	N.E.	N.E.	N.E.	N.E.		
B-24 w/Well	598.6	41.3	Topsoil	4.0	594.6	41.3	557.3	N.E.	N.E	8.2	588.6
B-25	594.8	40.2	4" - Topsoil	2.0	592.8	40.2	554.6	13.6	581.2		
B-26	594.1	40.8	Topsoil	2.0	592.1	40.8	553.3	33.5	560.6		
B-27	594.3	22.0	Fill	2.0	592.3	N.E.	N.E.	N.E.	N.E.		
B-28	593.2	20.0	6" - Topsoil	2.0	591.2	N.E.	N.E.	N.E.	N.E.		
B-29	594.5	38.5	3" - Topsoil	2.0	592.5	33.5	561.0	19.3	575.2		
B-30	594.8	20.0	8" - Topsoil	4.0	590.8	N.E.	N.E.	N.E.	N.E.		
B-31	592.5	43.5	6" - Topsoil	N.E.	N.E.	38.5	554.0	N.E.B.C.	N.E.B.C.		
B-32	594.0	30.5	3" - Topsoil	4.0	590.0	30.5	563.5	N.E.	N.E.		
B-33	592.9	20.0	Topsoil	2.0	590.9	N.E.	N.E.	N.E.	N.E.		
B-34	593.4	31.4	12" - Topsoil	2.0	591.4	31.4	562.0	N.E.	N.E.		

Boring Advanced to Refusal

Boring Scheduled to be Advanced to 20 feet and Terminated

Boring Advanced 5 feet into Bedrock with Rock Coring

Groundwater Observation Well Installed in Boring. Water Level on April 1st, 2014.

N.E. - Not Encountered N.E.B.C. - Not Encountered Before Water Added to Boring to Facilitate Rock Coring N.D. - Not Determined

Empire Geo-Services, Inc.
5167 South Park Avenue
Hamburg, New York 14075

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

TABLE 2 (SHEET 3 OF 3)

SUMMARY OF SUBSURFACE CONDITIONS

PROPOSED WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
NORTH FOREST ROAD
AMHERST, NEW YORK

Boring Number	Ground Surface El. (feet)	Total Boring Depth (feet)	Surface Material	Fill Depth (feet)	Bottom of Fill El. (feet)	Auger Refusal Depth (feet)	Auger Refusal El. (feet)	Depth of Freestanding Water in Boring (feet)	El. of Freestanding Water in Boring (feet)	Depth to Groundwater in Well (feet)	El. of Groundwater in Well (feet)
B-35	593.0	32.5	7" - Topsoil	N.E.	N.E.	32.5	560.5	N.E.	N.E.		
B-36	593.3	31.0	3" - Topsoil	2.0	591.3	31.0	562.3	28.0	565.3		
B-37	592.1	22.5	8" - Topsoil	4.0	588.1	22.5	569.6	20.0	572.1		
B-38	592.4	24.0	Fill	2.0	590.4	24.0	568.4	N.E.	N.E.		
B-39	592.0	18.1	4" - Topsoil	2.0	590.0	N.E.	N.E.	N.E.	N.E.		
B-40	588.9	22.0	Topsoil	5.0	583.9	22.0	566.9	19.0	569.9		
B-41	590.3	20.0	3" - Topsoil	2.0	588.3	N.E.	N.E.	N.E.	N.E		
B-42	601.1	22.0	13" - Topsoil	2.0	599.1	N.E.	N.E.	N.E.	N.E.		
B-43	593.2	35.0	6" - Topsoil	2.0	591.2	30.0	563.2	20.0	573.2		
B-44	592.7	18.7	6" - Topsoil	2.0	590.7	N.E.	N.E.	N.E.	N.E.		
B-45	591.9	29.5	7" - Topsoil	2.0	589.9	24.5	567.4	15.0	576.9		
B-46	591.6	20.0	Topsoil	2.0	589.6	N.E.	N.E.	N.E.	N.E.		
B-47	594.9	39.0	6" - Topsoil	2.0	592.9	34.0	560.9	20.0	574.9		
B-48	595.8	31.0	3" - Topsoil	2.0	593.8	31.0	564.8	N.E.	N.E.	2.4	593.4
B-49	593.5	20.0	5" - Topsoil	2.0	591.5	N.E.	N.E.	N.E.	N.E.		

Boring Advanced to Refusal

Boring Scheduled to be Advanced to 20 feet and Terminated

Boring Advanced 5 feet into Bedrock with Rock Coring

Groundwater Observation Well Installed in Boring. Water Level on April 1st, 2014.

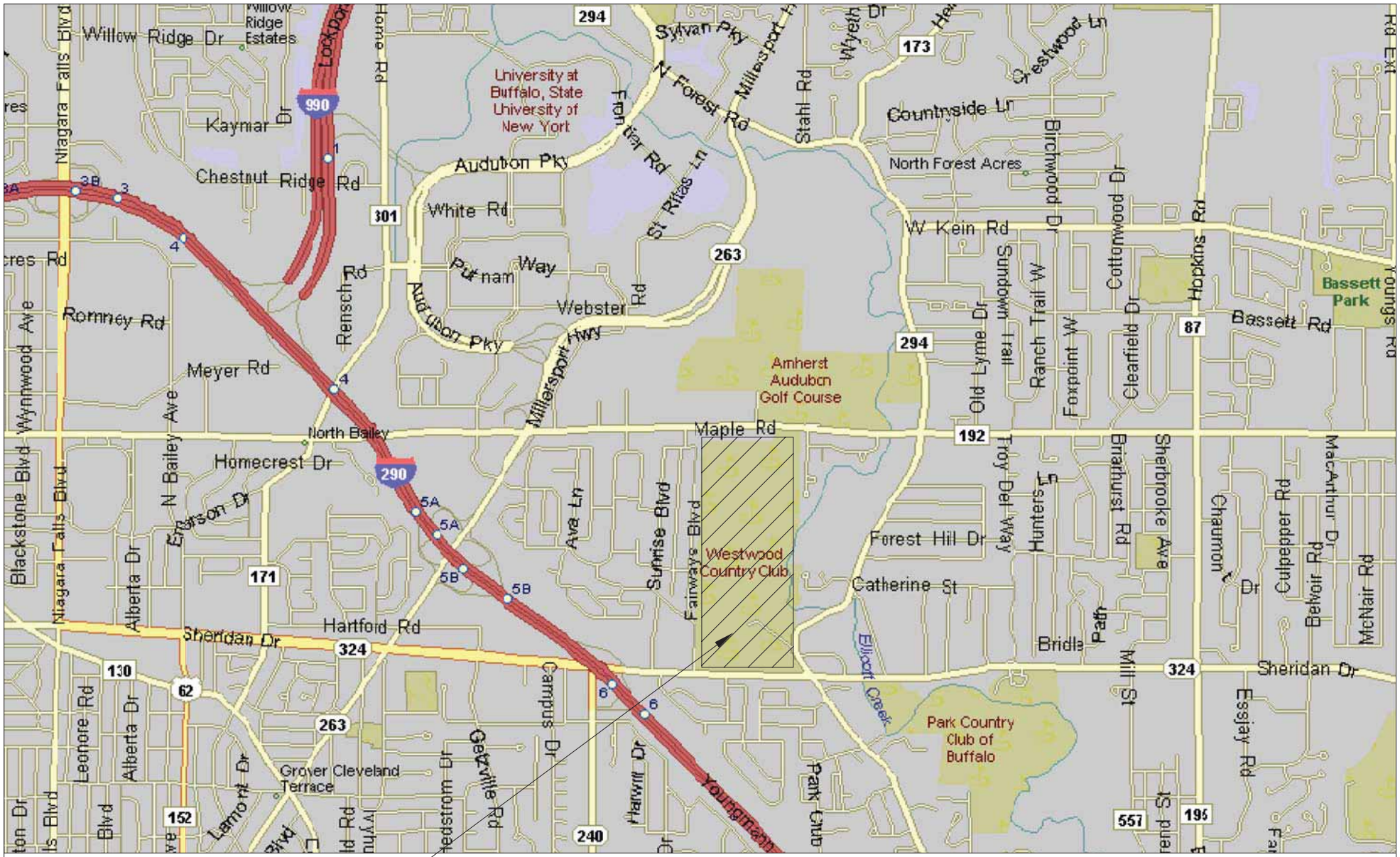
N.E. - Not Encountered N.E.B.C. - Not Encountered Before Water Added to Boring to Facilitate Rock Coring N.D. - Not Determined

Empire Geo-Services, Inc.
5167 South Park Avenue
Hamburg, New York 14075

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

FIGURES

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)



APPROXIMATE PROJECT SITE LOCATION

N

NOTE:
SITE LOCATION PLAN DEVELOPED
FROM MICROSOFT STREETS & TRIPS 2006

EMPIRE GEO SERVICES INC
a subsidiary of SJB Services, Inc.

PROPOSED WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
NORTH FOREST ROAD
AMHERST, NEW YORK

SITE LOCATION PLAN

DR BY: EDG	SCALE: NTS	PROJ NO.: BE-13-192
CHKD BY: JJD	DATE: 12/18/13	FIGURE NO: 1

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)



LEGEND:

B-5 INDICATES APPROXIMATE LOCATION AND DESIGNATION OF TEST BORING ADVANCED TO AUGER REFUSAL (PRESUMED BEDROCK REFUSAL).

B-6 INDICATES APPROXIMATE LOCATION AND DESIGNATION OF TEST BORING ADVANCED TO AUGER REFUSAL, WITH GROUNDWATER OBSERVATION WELL INSTALLATION.

B-1 INDICATES APPROXIMATE LOCATION AND DESIGNATION OF TEST BORING ADVANCED TO AUGER REFUSAL, WITH FIVE (5) FEET OF ROCK CORE.

B-2 INDICATES APPROXIMATE LOCATION AND DESIGNATION OF TEST BORING PLANNED TO BE ADVANCED TO TWENTY (20) FEET AND TERMINATED.

B.M. APPROXIMATE LOCATION OF BENCHMARK ESTABLIHSED BY SJB SERVICES, INC. TOP OF EXISTING ELECTRICAL MANHOLE RIM. BENCHMARK ELEVATION = 602.38 FEET AS ESTABLISHED AND REPORTED BY NUSSBAUMER & CLARKE, INC.

NOTE:

FIGURE DEVELOPED FROM DRAWING PROVIDED BY MENSCH CAPITAL PARTNERS, LLC.

EMPIRE GEO SERVICES INC
a subsidiary of SJB Services, Inc.

PROPOSED WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
NORTH FOREST ROAD
AMHERST, NEW YORK

SUBSURFACE EXPLORATION PLAN
EXISTING SITE CONDITIONS

DR BY: EDG	APPROX. SCALE: NTS	DATE: 04/23/14
CHKD BY: JJD	PROJ NO.: BE-13-192	FIGURE NO: 2



LEGEND:

WESTWOOD COMMONS:

A.	OFFICE:	200,000 SQFT.
B.	RESIDENTIAL:	72 UNITS
C.	HOTEL:	130 KEYS
D.	MULTI-FAMILY:	280 UNITS
D.	NEIGHBORHOOD BUSINESS/OFFICE:	15,000 SQFT.
E.	LAKE EDGE TOWNHOMES / MULTI-FAMILY:	37 UNITS
F.	RIVER'S EDGE MULTI-FAMILY APARTMENTS:	56 UNITS
G.	EVENT SPACE	1.2 ACRES
H.	EXISTING CLUBHOUSE	

WESTWOOD RESIDENTIAL:

I.	PATIO HOME LOTS:	108 UNITS
J.	LARGER LOTS - SINGLE FAMILY	46 UNITS
K	TOWNHOMES:	90 UNITS
L.	SENIOR LIVING FACILITY	ASSISTED LIVING 200 / INDEPENDENT 96

NOTES:

1. TOTAL PARKING COUNT IN THE WESTWOOD COMMONS AREA: 2,180 STALLS.
2. WESTWOOD PARKWAY WIDTH: 80 FT.
3. STANDARD ROADWAY WIDTH: 50 FT.

DENOTES PEDESTRIAN TRAILS (2ML)

NOTE:

FIGURE DEVELOPED FROM DRAWING PROVIDED BY MENSCH CAPITAL PARTNERS, LLC.

EMPIRE GEO SERVICES INC
a subsidiary of SJB Services, Inc.

PROPOSED WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
NORTH FOREST ROAD
AMHERST, NEW YORK

SUBSURFACE EXPLORATION PLAN PROPOSED SITE DEVELOPMENT	DR BY: EDG/WMA	APPROX. SCALE: NTS	DATE: 04/23/14
	CHKD BY: JJD	PROJ NO.: BE-13-192	FIGURE NO: 3

APPENDIX A

TEST BORING LOGS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/3/2013
FINISH 12/3/2013
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-1
SURF. ELEV 605.9' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	WOH	1			TOPSOIL	
		3	6		4	Red-Brown Clayey SILT, tr.-little f-c Sand (moist, FILL)	WOH = Weight of
	2	7	9			Red-Brown Silty CLAY / Clayey Silt, some f-c Sand,	Hammer and Rods
		12	17		21	tr.gravel (moist, v.stiff, CL-ML)	
5	3	5	5				
		7	12		12	(stiff)	
	4	13	23				
		36	39		59	Contains some-and f-c Sand (hard)	
	5	9	16				
10		24	32		40	Becomes Brown	
	6	9	22				
		26	32		48	Contains tr.-little f-c Gravel	
15							
	7	8	13			Becomes Brown-Gray	
		18	22		31		
20							
	8	6	10			(v.stiff)	
		13	19		23		
25							
	9	8	10				
		13	18		23		
30							
	10	7	10				
		14	19		24		
35							
	11	6	7				
		9	15		16		
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. KOSKE

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/3/2013
FINISH 12/3/2013
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-1
SURF. ELEV 605.9' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	7	7			(stiff)	
		8	12		15		
45	13	3	3			Brown-Gray Silty CLAY, tr.sand	
		3	4		6	(moist-wet, medium, CL)	
50	14	1	2			Becomes Red-Brown (soft)	
		1	2		3		
55	15	3	1				
		4	6		5		
60	16	50/0.1			REF		REF = Sample Spoon Refusal
							NQ '2' Size Rock Core
65						Gray SHALE Rock, medium hard, sound, bedded.	RUN #1: 62.5' - 67.5' REC = 96% RQD = 82%
70						Boring Complete at 67.5'	Free standing water recorded at 53.4' prior to coring.
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. KOSKE
DRILL RIG TYPE : CME-550X
METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/17/2013
FINISH 12/17/2013
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-2
SURF. ELEV 603.7' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	3			TOPSOIL	Driller notes approx. 12" Topsoil
		5	6		8	Red-Brown and Black Silty CLAY, tr.sand (moist, FILL)	
	2	5	4			Brown Silty CLAY, tr.sand (moist, stiff, CL)	
		7	8		11		
5	3	4	7			(v.stiff)	
		22	25		29		
	4	8	9			Brown Clayey SILT, tr.-little f-c Sand (moist, v.stiff, ML)	
		19	23		28		
	5	7	8			Brown Silty CLAY, tr.sand (moist, v.stiff, CL)	
10		10	12		18		
	6	5	10				
		11	14		21		
15							
	7	5	7			Becomes Brown-Gray, contains little-some f-c Sand	
		15	16		22		
	8	8	8			Brown-Gray Clayey SILT, some f-c Sand, tr.gravel	
20		17	20		25	(moist, v.stiff, ML)	
						Boring Complete at 20.0'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/17/2013
FINISH 12/17/2013
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-3
SURF. ELEV 603.1' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	1			TOPSOIL	Driller notes approx. 12" Topsoil
		2	3		3	Red-Brown and Black Silty CLAY, tr.sand (moist, FILL)	
	2	5	6			Red-Brown Silty CLAY, tr.sand (moist, stiff, CL)	
		6	9		12		
5	3	7	8			(v.stiff)	
		8	11		16		
	4	10	12				
		11	14		23		
	5	10	12			Becomes Brown-Gray, contains little f-c Sand, tr.gravel	
10		14	17		26		
	6	15	17	50/0.3	REF	Contains tr.boulder fragments (hard)	REF = Sample Spoon Refusal
15							
	7	12	11			(v.stiff)	
		15	14		26		
20							
	8	15	10				No Recovery Sample #8
		12	16		22		
25						Boring Complete at 22.0'	No free standing water encountered at boring completion.
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/28/2014
FINISH 1/30/2014
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-4
SURF. ELEV 601.5' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	3			TOPSOIL	Driller notes approx. 3" Topsoil
		5	5		8	Red-Brown and Black Silty CLAY, tr.sand, tr.organics (moist, FILL)	
	2	4	3				
		4	6		7	Red-Brown Silty CLAY, tr.sand (moist, medium, CL)	
5	3	5	6			Brown Clayey SILT, tr.-little f-c Sand (moist, stiff, ML)	
		7	9		13		
	4	5	8			(v.stiff)	
		10	14		18		
	5	16	23			(hard)	
10		19	21		42		
	6	12	21				
		25	26		46		
15	7	5	9			Brown-Gray Silty CLAY, little-some f-c Sand, tr.gravel (moist, v.stiff, CL)	
		11	13		20		
20	8	6	10			Brown-Gray Clayey SILT, little f-c Sand (moist, v.stiff, ML)	
		13	19		23		
25	9	5	7				
		10	17		17		
30	10	5	6			Contains some f-c Sand, tr.-little f-c Gravel	
		12	14		18		
35	11	4	8				
		14	16		22		
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/28/2014
FINISH 1/30/2014
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-4
SURF. ELEV 601.5' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	6	10				
		13	15		23		
45	13	8	14			Gray-Brown f-m SAND, some-and Silt, tr.-little f-c Gravel (moist, compact, SM)	
		26	37		40		NQ '2' Size Rock Core
50						Gray SHALE Rock, medium hard, sound, thinly bedded to bedded, numerous gypsum partings and seams.	RUN #1: 48.5' - 53.5' REC = 75% RQD = 40% 1
55						Boring Complete at 53.5'	Free standing water recorded at 47.0' prior to coring. Free standing water recorded at 20.0' after coring.
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/15/2014
FINISH 1/15/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-5
SURF. ELEV 603.2' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	3			TOPSOIL	Driller notes approx. 2" Topsoil
		6	7		9	Brown-Black Clayey SILT, tr.sand, tr.organics (moist-wet, FILL)	
	2	5	6				
		7	8		13	Red-Brown Silty CLAY, tr.sand (moist-wet, stiff, CL)	
5	3	7	9				
		11	15		20	Becomes Brown (v.stiff)	
	4	14	17				
		19	15		36	Contains occasional Silt seams (hard)	
	5	4	8			Red-Brown Clayey SILT, little-some f-c Sand, tr.gravel	
10		6	7		14	(moist, stiff, ML)	
	6	11	12				
		10	12		22	(v.stiff)	
15							
	7	24	11				No Recovery Sample #7
		12	7		23		
20							
	8	15	11				
		10	18		21	Becomes Brown-Gray, contains some f-c Sand	
25							
	9	15	17				
		21	24		38	Brown-Gray Silty CLAY, little f-c Sand, tr.gravel (moist, hard, CL)	
30							
	10	15	18				
		50	50/0.4		68	Brown-Gray Clayey SILT, some f-c Sand, tr.gravel (moist, hard, ML)	
						Boring Complete with Sample Spoon Refusal at 31.9' and Auger Refusal at 32.7'	Free standing water recovery at 16.5' at boring completion.
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550SE

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/5/2013
FINISH 12/5/2013
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-6
SURF. ELEV 603.1' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	2			TOPSOIL	Driller notes approx. 14" Topsoil
		1	2		3	Red-Brown Clayey SILT, little f-c Sand (moist, FILL)	
	2	3	2			Red-Brown Silty CLAY, tr.sand (moist, medium, CL)	
		4	4		6		
5	3	4	5			Red-Brown Clayey SILT, tr.-little f-c Sand (moist, stiff, ML)	
		6	8		11		
	4	7	9				
		11	12		20	(v.stiff)	
	5	6	7				
10		6	9		13	(stiff)	
	6	7	8				
		7	11		15		
15							
	7	4	4			Brown-Gray Silty CLAY and f-c Sand, tr.gravel	
		5	7		9	(moist, stiff, CL)	
20							No free standing water noted at boring completion
	8	8	8			Brown-Gray Clayey SILT and f-c Sand, tr.gravel	
		11	12		19	(moist, v.stiff, ML)	
25						Boring Complete at 22.0'	2" PVC Groundwater Observation Well installed at boring completion. Refer to installation log for details.
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

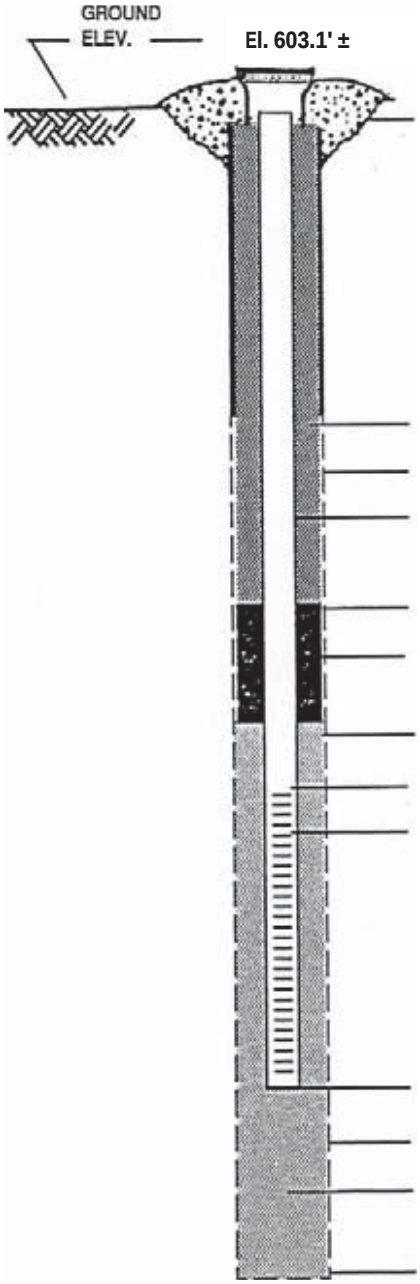
DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

MONITORING WELL COMPLETION RECORD

WELL NUMBER: B-6	
PROJECT NAME: WESTWOOD CC	DRILLING METHOD: HOLLOW STEM AUGERS
PROJECT NUMBER: BE-13-192	GEOLOGIST: N/A
DRILLER: T. FARRELL	INSTALLATION DATE(S): 12/5/2013



TYPE OF SURFACE SEAL:	CONCRETE PAD WITH FLUSH MOUNT SURFACE CASING
TYPE OF BACKFILL:	AUGER CUTTINGS
BOREHOLE DIAMETER:	8" ±
I.D. OF RISER PIPE:	2.0"
TYPE OF RISER PIPE:	PVC
DEPTH OF SEAL:	5.0' El. 598.1' ±
TYPE OF SEAL:	BENTONITE CHIPS
DEPTH OF SAND PACK:	8.0' El. 595.1' ±
DEPTH OF TOP OF SCREEN:	10.0' El. 593.1' ±
TYPE OF SCREEN:	PVC
SLOT SIZE X LENGTH:	.010 X 10.0'
I.D. OF SCREEN:	2.0"
TYPE OF SAND PACK:	MORIE "O" FILTER SAND
DEPTH BOTTOM OF SCREEN:	20.0' El. 583.1' ±
DEPTH BOTTOM OF SAND PACK:	20.0' El. 583.1' ±
TYPE OF BACKFILL BELOW OBSERVATION WELL:	FILTER SAND
ELEVATION/ DEPTH OF HOLE:	22.0' El 581.1' ±

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/12/2013
FINISH 12/12/2013
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-7
SURF. ELEV 603.0' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	4	2			TOPSOIL	Driller notes approx. 8" Topsoil
		3	2		5	Brown Silty CLAY, tr.sand (moist, medium, CL)	
	2	3	3				
		3	5		6		
5	3	7	11			Red-Brown Clayey SILT, little f-c Sand, tr.gravel,	
		13	10		24	tr.boulder fragments (moist, v.stiff, ML)	
	4	10	8				
		5	5		13	(stiff)	
	5	7	8				
10		7	11		15	Becomes Brown	
	6	8	9			Brown-Gray Silty CLAY, tr.-little f-c Sand, tr.gravel	
		13	15		22	(moist-wet, v.stiff, CL)	
15							
	7	7	4				
		6	7		10	(stiff)	
20							
	8	6	5				No Recovery Sample #8
		7	6		12		
25							
	9	6	8			Brown-Gray Clayey SILT, little-some, f-c Sand, tr.gravel	
		8	12		16	(moist, v.stiff, ML)	
30							
	10	6	8			(stiff)	
		7	14		15		
35							
	11	10	12			(v.stiff)	
		9	5		21		
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/12/2013
FINISH 12/12/2013
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-7
SURF. ELEV 603.0' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	4	5			Gray Highly Weathered SHALE Rock (wet)	
		3	7		8		
45	13	5	4				
		3	8		7		
	14	50/0.1			REF		
50						Boring Complete with Sample Spoon Refusal at 47.5' and Auger Refusal at 47.6'	No free standing water encountered at boring completion.
55							
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/14/2014
FINISH 1/14/2014
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-8
SURF. ELEV 602.8' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	1			TOPSOIL	Driller notes approx. 2" Topsoil
		2	3		3	Brown Silty CLAY, tr.sand (moist-wet, soft, CL)	
	2	6	7			Becomes Red-Brown and Gray (moist, stiff)	
		5	5		12		
5	3	5	4			Becomes Brown	
		7	9		11		
	4	15	16			(hard)	
		17	19		33		
	5	5	5			Contains occasional Silt partings and seams (stiff)	
10		7	9		12		
	6	6	7			Red-Brown Clayey SILT, little f-c Sand, tr.gravel	
		7	7		14	(moist, stiff, ML)	
15							
	7	9	8			Brown Silty CLAY, little f-c Sand, tr.gravel	
		8	10		16	(moist, v.stiff, CL)	
20							
	8	7	12			Brown-Gray Clayey SILT, little f-c Sand, tr.gravel	
		16	14		28	(moist, v.stiff, ML)	
25							
	9	7	15			Contains some f-c Sand	
		14	12		29		
30							
	10	12	17			(hard)	
		28	27		45		
35							
	11	16	17				
		23	25		40		
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550SE

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/14/2014
FINISH 1/14/2014
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-8
SURF. ELEV 602.8' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	13	17				No Recovery Sample #12
		16	15		33		
45	13	13	21			Contains occasional Shale fragments	
		38	32		59		
50						Boring Complete with Auger Refusal at 47.5'	No free standing water encountered at boring completion.
55							
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550SE

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/27/2014
FINISH 1/27/2014
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-9
SURF. ELEV 602.4' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	2			TOPSOIL	Driller notes approx. 3" Topsoil
		2	2		4	Brown-Black Silty CLAY, tr.sand, tr.organics (moist-wet, FILL)	
	2	2	3				
		3	4		6	Red-Brown Silty CLAY, tr.sand, occasional Silt partings (moist, medium, CL)	
5	3	4	7				
		9	15		16	(v.stiff)	
	4	5	8				
		10	14		18		
	5	4	5			(moist-wet, stiff)	
10		8	8		13		
	6	4	4				
		5	6		9		
15							
	7	2	2			Red-Brown Clayey SILT, some f-m Sand	
		2	3		4	(moist-wet, medium, ML)	
20							
	8	9	12			Contains tr.gravel (moist, v.stiff)	
		14	16		26		
25							
	9	14	16			(hard)	
		15	17		31		
30							
	10	14	19			Gray-Brown f-c SAND, some-and Silt, tr.gravel	
		20	22		39	(moist, compact, SM)	
35							
	11	13	15				
		17	19		32		
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/27/2014
FINISH 1/27/2014
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-9
SURF. ELEV 602.4' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	14	19			Brown-Gray f-m SAND and Silt, tr.gravel	
		21	23		40	(moist, compact, SM)	
45						Boring Complete with Auger Refusal at 44.0'	Free standing water recorded at 22.0' at boring completion.
50							
55							
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/27/2014
FINISH 1/27/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-10
SURF. ELEV 600.4' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	2			TOPSOIL	Driller notes approx. 3" Topsoil
		3	3		5	Black Organic Clayey SILT, little f-c Sand (moist, FILL)	
	2	4	5			Red-Brown Clayey SILT, little f-c Sand, tr.gravel	
		7	6		12	(moist, stiff, ML)	
5	3	12	11				
		11	12		22		
	4	8	10				
		13	12		23		
	5	12	5				
10		15	17		20		
	6	5	14				
		17	15		31	(hard)	
15						Boring Complete with Auger Refusal at 13.5'	No free standing water encountered at boring completion.
20							
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
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SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-10A
SURF. ELEV 600.4' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
5						OVERBURDEN SOILS	Boring B-10A is a continuation of Boring B-10. Driller notes moving 7' north and augering to refusal.
10							
15						Boring Complete with Auger Refusal at 11.7'	No free standing water encountered at boring completion.
20							
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/6/2013
FINISH 12/6/2013
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-11
SURF. ELEV 601.7' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	2			TOPSOIL	Driller notes approx. 4" Topsoil
		3	2		5	Black CINDERS, little Silt (moist, FILL)	
	2	2	3			Red-Brown Silty CLAY, tr.sand (moist, medium, CL)	
		4	4		7		
5	3	4	4			Red-Brown Clayey SILT, tr.sand (moist, stiff, ML)	
		5	5		9		
	4	5	6			Becomes Brown	
		5	6		11		
	5	2	3			Brown Silty CLAY, tr.sand (moist-wet, medium, CL)	
10		2	3		5		
	6	3	3				
		4	5		7		
15							
	7	1	2			Contains some f-c Sand	
		2	3		4		
20							
	8	2	2			Contains tr.sand, tr.gravel	
		3	4		5		
25							
	9	8	9			Brown-Orange Clayey SILT, little f-c Sand, tr.gravel	
		12	13		21	(moist, v.stiff, ML)	
30							
	10	4	3			(wet, medium)	
		4	5		7		
35							
	11	2	1				
		3	1		4		
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/6/2013
FINISH 12/6/2013
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-11
SURF. ELEV 601.7' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	4	4			Contains some-and f-c SAND (stiff)	
		8	12		12		
45	13	21	50/0.2		REF	Gray SHALE Rock fragments (moist)	
						Boring Complete with Sample Spoon and Auger Refusal at 45.7'	No free standing water reading obtained at boring completion.
50							
55							
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/26/2014
FINISH 1/26/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-12
SURF. ELEV 599.1' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	2			TOPSOIL	Driller notes approx. 4" Topsoil
		3	4		5	Red-Brown Silty CLAY, little f-c Sand (moist, medium, CL) (stiff)	
	2	3	5				
		4	6		9		
5	3	5	7			Contains some f-c Sand, tr.gravel (v.stiff)	
		10	13		17		
	4	4	9				
		12	15		21		
	5	6	21			Becomes Brown-Gray, contains tr.gravel (hard)	
10		33	30		54		
	6	10	19				
		36	37		55		
15							
	7	13	28			Brown-Gray f-m SAND and Clayey Silt, tr.gravel (moist, v.compact, SC-SM)	
		36	38		64		
	8	22	36				
20		34	39		70		
						Boring Complete at 20.0'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/16/2013
FINISH 12/16/2013
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-13
SURF. ELEV 599.1' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	2			TOPSOIL	Driller notes approx. 10" Topsoil
		2	3		4	Red-Brown Silty CLAY, tr.sand (moist, FILL)	
	2	3	5			Red-Brown Silty CLAY, tr.sand (moist, stiff, CL)	
		7	7		12		
5	3	5	7			Red-Brown Clayey SILT, tr.sand (moist, stiff, ML)	
		8	12		15		
	4	4	2			Brown Fine SAND, some Silt, occasional Silt seams (moist-wet, v.loose, SM)	
		3	2		5		
	5	4	8			Brown Silty CLAY, tr.sand (moist-wet, v.stiff, CL)	
10		8	8		16		
	6	5	6			Red-Brown Clayey SILT, little f-c Sand (moist, stiff, ML)	
		6	10		12		
15							
	7	3	7				
		6	8		13		
20	8	7	8				
		7	10		15		
						Boring Complete at 21.0'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/5/2013
FINISH 12/5/2013
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-14
SURF. ELEV 602.9' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	3			TOPSOIL	Driller notes approx. 10" Topsoil
		4	9		7	Red-Brown and Black Clayey SILT, little f-c Sand, tr.gravel (moist, FILL)	
	2	12	6				
		8	10		14	Red-Brown Silty CLAY, tr.-little f-c Sand	
5	3	8	7			(moist, stiff, CL)	
		10	11		17	Contains some f-c Sand, tr.gravel (v.stiff)	
	4	9	10				
		9	11		19		
	5	9	12				
10		11	15		23		
	6	10	14				
		15	18		29		
15							
	7	4	5			(moist-wet, stiff, CL)	
		6	8		11		
20							
	8	6	7			(v.stiff)	
		11	15		18		
25							
	9	12	14			Brown-Gray f-c SAND and Clayey Silt, little f-c Gravel (moist, firm, SC-SM)	
		8	13		22		
30							
	10	15	10				Poor Recovery Sample #10
		9	12		19		
35							
	11	12	13			Red-Brown Silty CLAY, tr.sand (moist-wet, v.stiff, CL)	
		15	16		28		
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/5/2013
FINISH 12/5/2013
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-14
SURF. ELEV 602.9' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	6	10				
		13	14		23		
45	13	13	18			Brown-Gray SILT and Fine Sand, tr.gravel (moist, compact, ML)	
		20	23		38		
	14	50/0.1			REF		
50						Boring Complete with Sample Spoon Refusal at 47.5' and Auger Refusal at 47.7'	Free standing water recorded at 38.2' at boring completion.
55							
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. KOSKE

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/17/2014
FINISH 1/17/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-15
SURF. ELEV 602.9' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	3			TOPSOIL	Driller notes approx. 3.5" Topsoil
		5	6		8	Red-Brown Clayey SILT, little f-c Sand	
	2	6	11			(moist, medium, ML)	
		12	14		23	(v.stiff)	
5	3	11	12			Becomes Brown	
		12	16		24		
	4	14	18			Contains tr.gravel (hard)	
		23	24		41		
	5	9	12			(v.stiff)	
10		14	16		26		
	6	12	14				
		11	16		25		
15							
	7	5	9				
		15	16		24		
	8	17	21			Contains some f-c Sand (hard)	
20		26	30		47		
						Boring Complete at 20.0'	No free standing water enountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550SE

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/17/2014
FINISH 1/17/2014
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SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-16
SURF. ELEV 599.5' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	WOH	3			TOPSOIL	Driller notes approx. 6" Topsoil
		4	4		7	Red-Brown Clayey SILT, little-some f-c Sand, tr.gravel (moist, FILL)	
	2	12	11				
		12	16		23	Red-Brown Clayey SILT, tr.-little f-c Sand	WOH = Weight of Hammer and Rods
5	3	10	11			(moist, v.stiff, ML)	
		18	17		29		
	4	16	25				
		27	33		52	Contains little f-c Gravel (hard)	
	5	11	18				
10		22	24		40		
	6	10	14				
		19	23		33		
15							
	7	5	10			(moist-wet, v.stiff)	
		10	12		20		
	8	15	21			Red-Brown Silty CLAY, tr.-little f-c Sand	
20		22	18		43	(moist, hard, CL)	
						Boring Complete at 20.0'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550SE

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/23/2014
FINISH 1/23/2014
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SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-17
SURF. ELEV 598.2' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	2			TOPSOIL	
		1	2		3	Brown-Black Silty CLAY, tr.sand, tr.organics (wet, FILL)	
	2	4	3			Gray-Brown f-c SAND and Silt (wet, FILL)	
		4	3		7		
5	3	4	6			Red-Brown Silty CLAY, tr.sand (moist, stiff, CL)	
		5	6		11		
	4	8	7			Red-Brown Clayey SILT, little f-c Sand, tr.gravel	
		8	11		15	(moist, stiff, ML)	
	5	6	11			Red-Brown Silty CLAY, tr.sand (moist, hard, CL)	
10		20	16		31		
	6	12	14				
		20	22		34		
15	7	10	10			(v.stiff)	
		12	15		22		
20	8	11	16			Brown-Gray Clayey SILT, some f-c Sand, tr.gravel	
		15	20		31	(moist, hard, ML)	
						Boring Complete at 22.0'	No free standing water reading obtained at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/20/2014
FINISH 1/20/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-18
SURF. ELEV 588.5' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	3			TOPSOIL	Driller notes approx. 3" Topsoil
		3	3		6	Brown-Black Silty CLAY, tr.sand, tr.organics (moist, FILL)	
	2	5	6				
		5	7		11		
5	3	3	5			Red-Brown Silty CLAY, tr.-little f-c Sand (moist-wet, stiff, CL)	
		5	4		10		
	4	7	11			Brown-Gray Clayey SILT, some f-c Sand, tr.gravel (moist, v.stiff, ML)	
		14	12		25		
	5	7	11				
10		12	15		23		
	6	8	8				Poor Recovery Sample #6
		10	14		18		
15							
	7	14	15			(hard)	
		17	21		32		
20							
	8	5	7				
		34	50/0.4		41		
25							
	9	4	8			Brown-Gray Silty CLAY, some f-c Sand, tr.gravel (moist-wet, v.stiff, CL)	
		12	14		20		
30							
	10	1	1			Becomes Red-Brown (wet, medium)	
		3	2		4		
35							
						Boring Complete with Auger Refusal at 35.0'	No free standing water reading obtained at boring completion.
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE :

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/23/2014
FINISH 1/23/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-19
SURF. ELEV 592.3' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	2			TOPSOIL	
		2	4		4	Black-Brown Clayey SILT, some f-c Sand (moist, FILL)	
	2	2	2			Yellow-Brown Silty CLAY, little Fine Sand	
		2	2		4	(moist-wet, medium, CL)	
5	3	3	3			Yellow-Brown Fine SAND, little-some Silt	
		2	2		5	(moist-wet, v.loose, SM)	
	4	2	2				
		3	2		5		
	5	2	2			Red-Brown Silty CLAY, little f-c Sand, tr.gravel	
10		4	5		6	(moist-wet, medium, CL)	
	6	4	6			(stiff)	
		5	7		11		
15							
	7	7	8			Red-Brown f-m SAND, some-and Silt, little f-c Gravel	
		12	14		20	(moist, firm, SM)	
	8	10	11			Contains tr.clay	
20		13	11		24		
						Boring Complete at 20.0'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/21/2014
FINISH 1/21/2014
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-20
SURF. ELEV 597.0' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	6	3			TOPSOIL	
		5	3		8	Black-Brown Clayey SILT, tr.sand, tr.organics	
	2	5	5			(moist-wet, FILL)	
		5	5		10	Red-Brown Clayey SILT, tr.sand (moist, stiff, ML)	
5	3	5	8				
		7	6		15		
	4	8	10			Red-Brown Silty CLAY, tr.sand (moist, v.stiff, CL)	
		12	8		22		
	5	6	6			Becomes Brown (stiff)	
10		6	6		12		
	6	3	4				
		5	6		9		
15							
	7	4	7			Brown-Gray Clayey SILT, little-some f-c Sand, tr.gravel	
		8	12		15	(moist, stiff, ML)	
20							
	8	12	13			(v.stiff)	
		15	14		28		
25							
	9	7	11				
		12	12		23		
30							
	10	3	7				
		12	13		19		
35							
	11	WOH/2.0			WOH	Brown-Gray Silty CLAY, tr.sand (moist-wet, v.soft, CL)	WOH = Weight of Hammer and Rods
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-20
SURF. ELEV 597.0' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	WOH/2.0			WOH	Gray Fine SAND, some-and Silt, tr.gravel (wet, v.loose, SM)	WOH = Weight of Hammer and Rods
45						Boring Complete with Auger Refusal at 43.5'	Free standing water recorded at 16.5' at boring completion.
50							
55							
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-21
SURF. ELEV 598.2' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	1			Red-Brown Silty CLAY, tr.sand (moist, medium CL)	
		3	2		4		
	2	3	3				Poor Recovery Sample #2 and #3
		3	4		6		
5	3	6	9			Red-Brown Clayey SILT, little f-c Sand (moist, v.stiff, ML)	
		12	12		21		
	4	9	6			Contains tr.gravel	
		12	17		18		
	5	25	24			(hard)	
10		35	37		59		
	6	34	50/0.1		REF		REF = Sample Spoon Refusal
15							
	7	9	15			Becomes Brown	
		31	38		46		
20							
	8	3	2			Brown Silty CLAY, tr.sand (moist-wet, medium, CL)	
		3	3		5		
25							
	9	1	1			Becomes Red-Brown (v.soft)	
		1	1		2		
30							
	10	3	4			(stiff)	
		5	8		9		
35							
	11	12	23			Becomes Brown-Gray (hard)	
		22	28		45		
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-21
SURF. ELEV 598.2' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	31	46	50/0.4	REF	Brown-Gray f-c SAND and Silt, little f-c Gravel (moist, v.compact, SM)	
						Boring Complete with Sample Spoon Refusal at 41.4' and Auger Refusal at 41.5'	Free standing water recorded at 39.0' at boring completion. REF = Sample Spoon Refusal
45							
50							
55							
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/12/2013
FINISH 12/12/2013
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-22
SURF. ELEV 599.1' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	WOH	1			TOPSOIL	Driller notes approx. 11" Topsoil
		1	2		2	Brown Silty CLAY, tr.sand (moist, v.soft, CL-CH)	
	2	2	2			(medium)	
		3	3		5		WOH = Weight of Hammer and Rods
5	3	4	3				
		4	5		7	Becomes Red-Brown	
	4	4	5				
		5	5		10	(stiff, CL)	
	5	4	7				
10		8	7		15	Contains "and" f-c Sand, tr.gravel	
	6	12	7				No Recovery Sample #6 and #7
		8	8		15		
15							
	7	13	8				
		9	10		17		
20							
	8	4	5			Contains tr.-little f-c Sand	
		4	6		9		
25							
	9	3	4			(medium)	
		4	4		8		
30							
	10	2	3			Becomes Brown	
		2	3		5		
35							
	11	5	6			Brown f-c SAND and Clayey Silt, little f-c Gravel	
		7	7		13	(moist, firm, SC-SM)	
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/12/2013
FINISH 12/12/2013
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-22
SURF. ELEV 599.1' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	37	42	50/0.3	REF	Gray Highly Weathered SHALE Rock (wet)	
45						Boring Complete with Sample Spoon Refusal at 41.3' and Auger Refusal at 44.1'	No free standing water reading obtained at boring completion.
50							
55							
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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START 12/12/2013
FINISH 12/12/2013
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-23
SURF. ELEV 596.8' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	3			TOPSOIL	Driller notes approx. 11" Topsoil
		3	3		6	Brown Silty CLAY, tr.sand (moist, medium, CL)	
	2	3	2				
		4	5		6		
5	3	2	4			Becomes Red-Brown, Contains occasional Silt seams	
		5	5		9	(stiff)	
	4	5	6			Red-Brown Clayey SILT, tr.sand, tr.gravel	
		7	6		13	(moist, stiff, ML)	
	5	7	8				
10		7	9		15		
	6	8	7				
		10	10		17	(v.stiff)	
15							
	7	7	10			Becomes Brown-Gray	
		12	14		22		
20							
	8	11	10			Gray-Brown f-m SAND and Clayey Silt, tr.gravel	
		11	14		21	(moist, firm, SC-SM)	
						Boring Complete at 22.0'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/22/2014
FINISH 1/22/2014
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-24
SURF. ELEV 598.6' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	1			TOPSOIL	
		1	1		2	Black-Brown Clayey SILT, little f-c Sand, tr.gravel	
	2	2	2			(moist, FILL)	
		3	2		5	Contains tr.wood fragments	
5	3	5	4			Red-Brown and Gray Silty CLAY, tr.sand, occasional	
		4	5		8	Silt partings (moist, medium, CL)	
	4	9	9			(v.stiff)	
		9	8		18		
	5	10	7			Red-Brown Clayey SILT, tr.sand, occasional Fine Sand	
10		9	9		16	lenses (moist, v.stiff, ML)	
	6	10	12			Contains tr.gravel	
		15	15		27		
15							
	7	4	7			Brown-Gray Silty CLAY, little-some f-c Sand, tr.gravel	
		14	11		21	(moist, v.stiff, CL)	
20							
	8	6	15			(hard)	
		17	22		32		
25							
	9	10	14				
		17	20		31		
30							
	10	3	3			(medium)	
		4	5		7		
35							
	11	14	17			Brown-Gray f-m SAND, some-and Silt, tr.gravel	
		21	28		38	(moist, compact, SM)	
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/22/2014
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SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-24
SURF. ELEV 598.6' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	47	50	50/0.2	REF	(v.compact)	
						Boring Complete with Sample Spoon Refusal at 41.2' and Auger Refusal at 41.3'	No free standing water reading obtained at boring completion. 2" PVC Groundwater Observation Well installed at boring completion. Refer to installation log for details.
45							
50							
55							
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

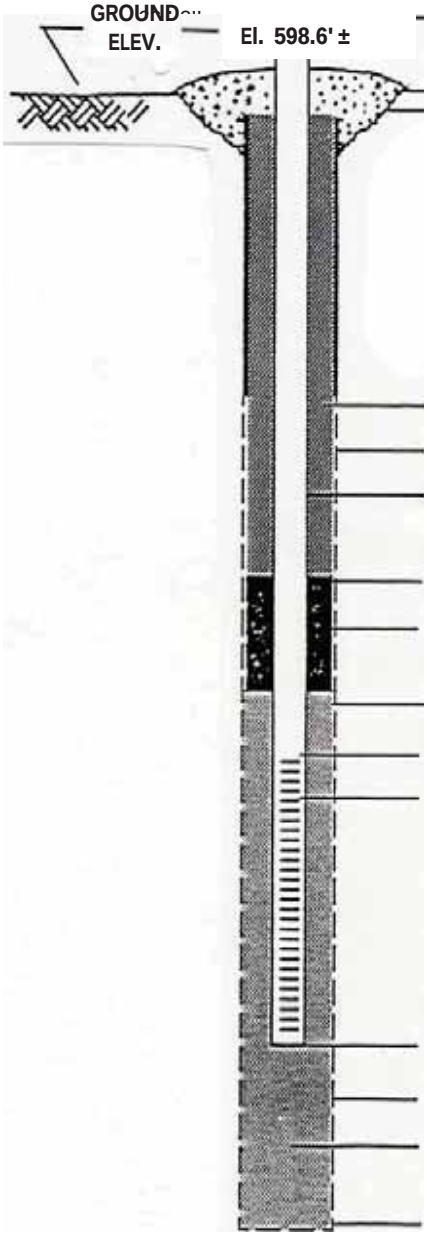
DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

MONITORING WELL COMPLETION RECORD

WELL NUMBER: B-24	
PROJECT NAME: WESTWOOD CC	DRILLING METHOD: HOLLOW STEM AUGERS
PROJECT NUMBER: BE-13-192	GEOLOGIST: N/A
DRILLER: A. JAKUBCZAK	INSTALLATION DATE(S): 1/22/2014



RISER STICK-UP:	0.7' El. 599.3' ±
TYPE OF SURFACE SEAL:	NONE
TYPE OF BACKFILL:	AUGER CUTTINGS
BOREHOLE DIAMETER:	8" ±
I.D. OF RISER PIPE:	2.0"
TYPE OF RISER PIPE:	PVC
DEPTH OF SEAL:	32.0' El. 566.6' ±
TYPE OF SEAL:	BENTONITE CHIPS
DEPTH OF SAND PACK:	34.0' El. 564.6' ±
DEPTH OF TOP OF SCREEN:	36.0' El. 562.6' ±
TYPE OF SCREEN:	PVC
SLOT SIZE X LENGTH:	.010 X 5.0'
I.D. OF SCREEN:	2.0"
TYPE OF SAND PACK:	MORIE "O" FILTER SAND
DEPTH BOTTOM OF SCREEN:	41.0' El. 557.6' ±
DEPTH BOTTOM OF SAND PACK:	41.0' El. 557.6' ±
TYPE OF BACKFILL BELOW OBSERVATION WELL:	N/A
ELEVATION/ DEPTH OF HOLE:	41.0' El. 557.6' ±

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/22/2014
FINISH 1/22/2014
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-25
SURF. ELEV 594.8' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	1			TOPSOIL	Driller notes approx. 4" Topsoil.
		3	7		4	Red-Brown Clayey SILT, tr.-little f-c Sand (moist, FILL)	
	2	4	5			Red-Brown Clayey SILT, little-some f-c Sand, tr.gravel	
		9	9		14	(moist, stiff, ML)	
5	3	5	9				
		11	12		20	(v.stiff)	
	4	9	7				
		10	11		17		
	5	10	12				
10		11	11		23	Contains little f-c Sand	
	6	6	10				
		12	14		22		
15							
	7	12	14				
		16	17		30		
20							
	8	7	11				
		13	17		24		
25							
	9	10	13			Contains occasional boulder fragments	
		12	15		25		
30							
	10	2	6			Brown-Gray Silty CLAY, tr.sand (moist-wet, stiff, CL)	
		6	6		12		
35							
	11	WOH/2.0			WOH	Becomes Red-Brown (v.soft)	WOH = Weight of Hammer and Rods
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-25
SURF. ELEV 594.8' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	50/0.2			REF	Gray-Black Weathered SHALE Rock (moist-wet)	
						Boring Complete with Sample Spoon Refusal and Auger Refusal at 40.2'	Free standing water recorded at 13.6' at boring completion.
							REF = Sample Spoon Refusal
45							
50							
55							
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-26
SURF. ELEV 594.1' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	1			TOPSOIL	
		2	3		3	Brown-Black Organic Clayey SILT, little Fine Sand (wet, FILL)	
	2	4	5				
		7	6		12	Red-Brown Silty CLAY, tr.sand (moist, stiff, CL)	
5	3	4	7			Contains occasional Silt partings	
		8	7		15		
	4	11	11			(v.stiff)	
		10	5		21		
	5	7	5			(stiff)	
10		10	9		15		
	6	2	4			Brown Clayey SILT, little f-c Sand, tr.gravel	
		7	8		11	(moist, stiff, ML)	
15							
	7	5	8			Brown Silty CLAY, little f-c Sand (moist, v.stiff, CL)	
		13	14		21		
20							
	8	6	10			Brown Clayey SILT, little-some f-c Sand, tr.gravel	
		11	11		21	(moist, v.stiff, ML)	
25							
	9	8	11			Becomes Brown-Gray	
		12	14		23		
30							
	10	WOH	3			Red-Brown and Gray Silty CLAY, tr.sand	WOH = Weight of Hammer and Rods
		6	6		9	(moist, stiff, CL)	
35							
	11	8	11			Brown-Gray f-m SAND and Silt, tr.-little f-c Gravel	
		13	10		24	(moist, firm, SM)	
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/23/2014
FINISH 1/23/2014
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-26
SURF. ELEV 594.1' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	6	50/0.3		REF	Contains little SILT, tr.shale	
						Boring Complete with Sample Spoon Refusal and Auger Refusal at 40.8'	Free standing water recorded at 33.5' at boring completion. REF = Sample Spoon Refusal
45							
50							
55							
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/23/2014
FINISH 1/23/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-27
SURF. ELEV 594.3' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	1			Brown-Black Silty CLAY, tr.sand (moist, FILL)	
		1	2		2		
	2	2	3			Brown Silty CLAY, tr.sand (moist, medium, CL)	
		2	2		5		
5	3	3	3			Becomes Red-Brown	
		4	7		7		
	4	4	5			(stiff)	
		7	7		12		
	5	6	7			(v.stiff)	
10		11	11		18		
	6	9	9				
		11	14		20		
15							
	7	12	16			Becomes Brown-Gray, contains little f-c Sand (hard)	
		20	26		36		
20							
	8	14	22			Brown-Gray Clayey SILT, some-and f-c Sand (moist, hard, ML)	
		26	27		48		
						Boring Complete at 22.0'	No free standing water reading obtained at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/17/2014
FINISH 1/17/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-28
SURF. ELEV 593.2' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	4			TOPSOIL	Driller notes approx. 6" Topsoil
		5	4		9	Brown-Black Clayey SILT, tr.sand, tr.organics (moist, FILL)	
	2	4	6				
		5	7		11	Red-Brown Silty CLAY, tr.sand (moist, stiff, CL)	
5	3	3	9			Red-Brown Clayey SILT, little f-c Sand, tr.gravel	
		14	15		23	(moist, v.stiff, ML)	
	4	5	12				
		16	19		28		
	5	6	19				
10		25	27		44	(hard)	
	6	9	17				
		23	29		40		
15							
	7	6	13			Becomes Brown-Gray (v.stiff)	
		16	20		29		
	8	9	12			Red-Brown Silty CLAY, tr.sand (moist, v.stiff, CL)	
20		15	19		27		
						Boring Complete at 20.0'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/23/2014
FINISH 2/5/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-29
SURF. ELEV 594.5' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	2			TOPSOIL	Driller notes approx. 3" Topsoil
		2	2		4	Brown-Black Clayey SILT, tr.sand, tr.organics (moist, FILL)	
	2	3	4				
		5	9		9	Red-Brown Silty CLAY, tr.sand (moist, stiff, CL)	
5	3	3	5				
		9	9		14		
	4	8	11			Red-Brown Clayey SILT, little-some f-c Sand, tr.gravel	
		13	15		24	(moist, v.stiff, ML)	
	5	15	16			(hard)	
10		18	18		34		
	6	7	12			(v.stiff)	
		14	16		26		
15							
	7	15	14				
		16	17		30		
20							
	8	8	30			Gay-Brown f-m SAND, some-and Silt, little f-c Gravel	
		38	36		68	(moist, v.compact, SM)	
25							
	9	10	17			Gray Fine SAND, some Silt (moist-wet, compact, SM)	
		28	25		45		
30							Free standing water recorded at 19.3' prior to coring. NQ '2' Size Rock Core
	10	15	25			Gray-Brown f-m SAND, some-and Silt, little f-c Gravel	
		24	27		49	(moist, compact, SM)	
35						Gray Shale Rock, medium hard, sound, thinly bedded to bedded, occasional gypsum partings.	RUN #1: 33.5' - 38.5' REC = 82% RQD = 42%
40						Boring Complete at 38.5'	

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/17/2014
FINISH 1/17/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-30
SURF. ELEV 594.8' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	3			TOPSOIL	Driller notes approx. 8" Topsoil
		3	5		6	Red-Brown Silty CLAY, tr.sand (moist, FILL)	
	2	5	6				
		9	10		15		
5	3	7	9			Red-Brown Clayey SILT, tr.sand (moist, v.stiff, ML)	
		12	15		21		
	4	6	11				
		15	16		26		
	5	9	17			Contains little-some f-c Sand (hard)	
10		18	22		35		
	6	10	15			(v.stiff)	
		14	19		29		
15							
	7	5	11				
		15	15		26		
	8	15	7				
20		10	12		17		
						Boring Complete at 20.0'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/17/2014
FINISH 1/17/2014
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-31
SURF. ELEV 592.5' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	3			TOPSOIL	Driller notes approx. 6" Topsoil
		3	5		6	Orange-Brown mottled Silty CLAY, tr.sand (moist, medium, CL)	
	2	4	5				
		6	7		11	Orange-Brown and Gray Silty CLAY, some Fine Sand (moist, stiff, CL)	
5	3	4	10				
		11	22		21	Becomes Red-Brown, contains tr.sand (v.stiff)	
	4	6	10				
		13	19		23		
	5	16	50/0.3		REF	Contains little f-c Sand, tr.gravel, tr.boulder fragments (hard)	REF = Sample Spoon Refusal
10							
	6	10	15			Contains some f-c Sand	
		23	26		38		
15							
	7	9	20				No Recovery Sample #7
		21	23		41		
20							
	8	6	9			Becomes Brown-Gray (v.stiff)	
		15	17		24		
25							
	9	5	4			Contains some f-c Sand (stiff)	
		7	11		11		
30							
	10	1	3			Brown Silty CLAY, tr.sand, numerous Silt partings and seams (moist-wet, stiff, CL)	
		8	10		11		
35							
	11	23	31	50/0.4	REF	Brown f-c SAND and Silt, tr.gravel, tr.shale (moist, v.compact, SM)	
							NQ '2' Size Rock Core
40							RUN #1: 38.5' - 43.5'

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/17/2014
FINISH 1/17/2014
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-31
SURF. ELEV 592.5' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
						Gray SHALE Rock, medium hard, slightly weathered to sound, laminated to bedded, occasional gypsum partings and seams	REC = 75% RQD = Approx. 25%
45						Boring Complete at 43.5'	No free standing water reading obtained at boring completion.
50							
55							
60							
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/31/2014
FINISH 1/31/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-32
SURF. ELEV 594.0' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	3			TOPSOIL	Driller notes approx. 3" Topsoil
		2	2		5	Brown-Black Silty CLAY, tr.sand, tr.organics (moist, FILL)	
	2	4	3				
		3	5		6		
5	3	5	8			Red-Brown Clayey SILT, tr.sand (moist v.stiff, ML)	
		10	13		18		
	4	6	7				
		9	10		16		
	5	8	10			(moist-wet)	
10		11	12		21		
	6	7	10			Contains tr.gravel	
		13	15		23		
15							
	7	6	12			Becomes Brown	
		12	16		24		
20							
	8	5	7			Brown Silty CLAY, tr.sand (moist-wet, v.stiff, CL)	
		11	10		18		
25							
	9	17	28			Brown-Gray f-m SAND and Silt, tr.gravel (moist, v.compact, SM)	
		27	29		55		REF = Sample Spoon Refusal
30							
	10	50/0.4			REF	Gray-Brown SHALE Rock fragments (moist)	
						Boring Complete with Sample Spoon Refusal at 30.4' and Auger Refusal at 30.5'	No free standing water encountered at boring completion.
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/24/2014
FINISH 1/24/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-33
SURF. ELEV 592.9' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	1			TOPSOIL	
		1	1		2	Red-Brown and Black Clayey SILT, little f-c Sand	
	2	6	5			(moist, FILL)	
		5	5		10	Brown Silty CLAY, tr.sand (moist, stiff, CL)	
5	3	2	4			Red-Brown f-c SAND, some-and Silt, tr.gravel	
		7	7		11	(moist-wet, firm, SM)	
	4	10	10			Red-Brown Clayey SILT, some-and f-c Sand, little f-c	
		12	13		22	Gravel (moist, v.stiff, ML)	
	5	11	13				
10		12	14		25	Contains little f-c Sand	
	6	8	11				
		12	15		23		
15							
	7	8	14				
		13	13		27		
	8	22	34				
20		38	27		72	Becomes Brown (hard)	
						Boring Complete at 20.0'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/12/2013
FINISH 12/12/2013
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-34
SURF. ELEV 593.4' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	3			TOPSOIL	Driller notes approx. 12" Topsoil
		4	4		7	Red-Brown and Black Silty CLAY, tr.sand (moist, FILL)	
	2	11	4			Brown Clayey SILT, tr.sand (moist, stiff, ML)	
		5	6		9		
5	3	6	8			Red-Brown Silty CLAY, tr.sand, occasional Silt	
		7	7		15	partings (moist, stiff, CL)	
	4	10	7			Red-Brown Clayey SILT, tr.-little f-c Sand, tr.gravel	
		8	12		15	(moist, stiff, ML)	
	5	10	12				
10		13	13		25	(v.stiff)	
	6	15	10				
		12	15		22		
15							
	7	11	12			Gray-Brown f-c SAND and Clayey Silt, little f-c Gravel	
		15	17		27	(moist, firm, SC-SM)	
20							
	8	7	7				
		15	18		22		
25							
	9	41	50/0.3		REF	Brown-Gray f-m SAND and Silt, tr.gravel	REF = Sample Spoon Refusal
30						(moist, v.compact, SM)	
	10	50/0.4			REF		
						Boring Complete with Sample Spoon Refusal and Auger Refusal at 31.4'	No free standing water encountered at boring completion.
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/13/2013
FINISH 12/13/2013
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-35
SURF. ELEV 593.0' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	3			TOPSOIL	Driller notes approx. 7" Topsoil
		3	2		6	Orange-Brown and Gray Mottled Clayey SILT, tr.sand (moist, medium, ML)	
	2	3	3				
		4	5		7	Becomes Brown	
5	3	7	8			Red-Brown Silty CLAY, tr.sand (moist, v.stiff, CL)	
		11	11		19		
	4	10	10				
		9	11		19		
	5	6	10			Red-Brown Clayey SILT, little f-c Sand (moist, v.stiff, ML)	
10		11	13		21		
	6	7	12				
		14	16		26		
15							
	7	11	13			Contains some f-c Sand, little Gravel	
		15	15		28		
20							
	8	50/0.4			REF	Red-Brown f-m SAND and Silt, tr.gravel (moist, v.compact, SM)	No Recovery Sample #8 REF = Sample Spoon Refusal
25							
	9	39	50/0.1		REF	Becomes Brown-Gray, contains tr.boulder fragments (v.compact)	
30							
	10	50/0.2			REF		
						Boring Complete with Sample Spoon Refusal at 30.2' and Auger Refusal at 32.5'	No free standing water reading obtained at boring completion.
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/30/2014
FINISH 1/30/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-36
SURF. ELEV 593.3' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	3			TOPSOIL	Driller notes approx. 3" Topsoil
		3	3		6	Brown Silty CLAY, tr.sand, tr.organics (moist, FILL)	
	2	6	6			Red-Brown Silty CLAY, tr.sand (moist, stiff, CL)	
		7	8		13		
5	3	5	6				
		5	7		11		
	4	7	7				
		8	7		15		
	5	6	5			Red-Brown Clayey SILT, tr.-little f-c Sand	
10		8	12		13	(moist, stiff, ML)	
	6	12	15			(hard)	
		17	19		32		
15							
	7	15	17			Becomes Brown	
		21	18		38		
20							
	8	5	5			Brown-Gray f-m SAND, some-and Silt, tr.gravel	
		7	31		12	(moist, firm, SM)	
25							
	9	18	21			(compact)	
		27	41		48		REF = Sample Spoon Refusal
30							
	10	50/0.4			REF	Brown-Gray SHALE Rock fragements (wet)	
						Boring Complete with Sample Spoon Refusal at 30.4' and Auger Refusal at 31.0'	Free standing water recorded at 28.0' at boring completion.
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/16/2014
FINISH 1/17/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-37
SURF. ELEV 592.1' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	2			TOPSOIL	Driller notes approx. 8" Topsoil
		3	4		5	Brown-Black Silty CLAY, tr.sand (moist, FILL)	
	2	4	4				
		5	6		9		
5	3	3	6			Red-Brown Silty CLAY, tr.sand, occasional Silt	
		8	12		14	partings (moist, stiff, CL)	
	4	10	12			Red-Brown Clayey SILT, tr.sand (moist, v.stiff, ML)	
		15	17		27		
	5	9	14			Contains some f-c Sand (hard)	
10		17	18		31		
	6	10	13			(v.stiff)	
		15	14		28		
15							
	7	29	50/0.4		REF	Gray-Brown f-m SAND and Silt, tr.gravel, tr.boulder fragments (moist, v.compact, SM)	REF = Sample Spoon Refusal
20							
	8	50/0.4			REF		No Recovery Sample #9
	9	50/0.0			REF		
25						Boring Complete with Sample Spoon and Auger Refusal at 22.5'	Free standing water recorded at 20.0' at boring completion.
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/23/2014
FINISH 1/23/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-38
SURF. ELEV 592.4' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	3			Black-Brown Clayey SILT, little f-c Sand, tr.gravel	
		3	3		6	(moist, FILL)	
	2	2	4			Brown Silty CLAY, tr.sand (moist, stiff, CL)	
		5	5		9		
5	3	3	5			(moist-wet)	
		8	12		13		
	4	13	14			(v.stiff)	
		13	15		27		
	5	17	14				
10		7	10		21		
	6	2	4				
		6	7		10		
15	7	5	17			Brown-Gray Clayey SILT, some f-c Sand, tr.gravel	
		26	24		43	(moist, hard, ML)	
20	8	8	17			Brown-Gray f-c SAND, some-and Silt, tr.gravel	
		21	19		38	(moist, compact, SM)	
25						Boring Complete with Auger Refusal at 24.0'	No free standing water encountered at boring completion.
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/16/2014
FINISH 1/16/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-39
SURF. ELEV 592.0' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	3			TOPSOIL	Driller notes approx. 4" Topsoil
		2	3		5	Brown-Black Silty CLAY, tr.sand, tr.organics (moist, FILL)	
	2	7	9				
		10	10		19	Brown Silty CLAY, tr.sand (moist, v.stiff, CL)	
5	3	6	7				
		10	8		17	Becomes Red-Brown	
	4	4	7				
		8	9		15	(stiff)	
	5	10	9			Contains occasional Silt seams (v.stiff)	
10		8	9		17		
	6	4	5			Red-Brown f-c SAND and Silt, tr.gravel	
		5	9		10	(moist-wet, loose, SM)	
							REF = Sample Spoon Refusal
15							
	7	21	38			Brown-Gray f-m SAND and Silt, tr.gravel, tr.boulder	
		41	49		79	fragments (moist, v.compact, SM)	
	8	50/0.1			REF		
20						Boring Complete at 18.1'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550SE

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/29/2014
FINISH 1/29/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-40
SURF. ELEV 588.9' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	3			TOPSOIL	
		2	2		5	Black Organic Silty CLAY, tr.sand (moist, FILL)	
	2	3	3			Becomes Red-Brown	
		6	7		9		
5	3	4	7				No Recovery Sample #3
		10	11		17		
	4	8	8			Red-Brown Silty CLAY, tr.-little f-c Sand	
		7	10		15	(moist, stiff, CL)	
	5	17	15			(hard)	
10		16	18		31		
	6	15	18			Red-Brown f-m SAND and Silt, tr.gravel	
		21	19		39	(moist, compact, SM)	
15							
	7	18	21			Becomes Brown-Gray	
		27	33		48		
20							
	8	22	23			(v.compact)	
		35	50/0.4		58		
						Boring Complete with Sample Spoon Refusal at 21.9' and Auger Refusal at 22.0'	Free standing water recorded at 19.0' at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/28/2014
FINISH 1/28/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-41
SURF. ELEV 590.3' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	4	5			TOPSOIL	Driller notes approx. 3" Topsoil
		7	10		12	Brown Silty CLAY, tr.sand, tr.organics (moist, FILL)	
	2	5	4			Brown Silty CLAY, tr.sand (moist, stiff, CL)	
		5	4		9		
5	3	5	5			Contains occasional Silt partings	
		7	6		12		
	4	14	9			(v.stiff)	
		7	8		16		
	5	4	5			(moist-wet, stiff)	
10		5	7		10		
	6	3	4			Contains little f-c Sand, tr.gravel	
		5	8		9		
15							
	7	17	31			Brown-Gray f-m SAND, some-and Silt, tr.gravel	
		47	50/0.3		78	(moist, v.compact, SM)	
	8	18	28				
20		35	44		63		
						Boring Complete at 20.0'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 12/17/2013
FINISH 12/17/2013
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-42
SURF. ELEV 601.1' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	1			TOPSOIL	Driller notes approx. 13" Topsoil
		3	3		4	Black Clayey SILT, little Fine Sand (moist, FILL)	
	2	5	6			Brown Silty CLAY, tr.sand (moist, stiff, CL)	
		7	9		13		
5	3	9	8			(v.stiff)	
		8	10		16		
	4	12	8				No Recovery Sample #4
		9	9		17		
	5	8	11			(moist-wet)	
10		12	13		23		
	6	10	10				
		12	12		22		
15							
	7	9	9			Becomes Red-Brown, contains little f-c Sand	
		10	10		19		
20							
	8	8	9				
		8	12		17		
25						Boring Complete at 22.0'	No free standing water encountered at boring completion.
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: T. FARRELL

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/30/2014
FINISH 1/31/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-43
SURF. ELEV 593.2' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	4			TOPSOIL	Driller notes approx. 6" Topsoil
		5	6		9	Black Organic Clayey SILT, little f-c Sand (moist, FILL)	
	2	4	6			Brown Silty CLAY, tr.sand (moist, stiff, CL)	
		7	7		13		
5	3	5	8			Becomes Red-Brown (v.stiff)	
		10	12		18		
	4	6	6			(stiff)	
		9	14		15		
	5	2	6			Red-Brown Clayey SILT, little-some f-c Sand, tr.-little	
10		7	11		13	f-c Gravel (moist, stiff, ML)	
	6	5	5				
		8	9		13		
15							
	7	6	27			Becomes Brown-Gray (hard)	
		48	50		75		
20							
	8	8	13			Contains little f-c Sand (v.stiff)	
		12	15		25		
25							
	9	10	12				
		16	17		28		Free standing water recorded at 20.0' prior to coring.
30							NQ '2' Size Rock Core
						Gray SHALE Rock, medium hard, sound, thinly bedded to bedded, grades predominantly gypsum at approximately 34.0'	RUN #1: 30.0' - 35.0' REC = 60% RQD = 40%
35							
						Boring Complete at 35.0'	Free standing water recorded at 10.0' after coring.
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/16/2014
FINISH 1/16/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-44
SURF. ELEV 592.7' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	3			TOPSOIL	Driller notes approx. 6" Topsoil
		4	7		7	Red-Brown and Black Silty CLAY, tr.sand (moist, FILL)	
	2	7	8			Red-Brown Clayey SILT, tr.sand, occasional Fine Sand lenses (moist, stiff, ML)	
		4	10		12		
5	3	5	8			Red-Brown Silty CLAY, tr.sand (moist, v.stiff, CL-CH)	
		10	12		18		
	4	11	14				
		17	8		31	Contains occasional Silt seams (hard)	
	5	11	10			(v.stiff)	
10		8	10		18		
	6	20	14				Poor Recovery Sample #6
		15	17		29		
15							
	7	18	40			Brown-Gray f-m SAND, some Silt, tr.gravel, tr.boulder fragments (moist, v.compact, SM)	REF = Sample Spoon Refusal
		39	42		79		
	8	44	50/0.2		REF		
20						Boring Complete with Sample Spoon Refusal at 18.7'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550SE

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 2/4/2014
FINISH 2/4/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-45
SURF. ELEV 591.9' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	3	3			TOPSOIL	Driller notes approx. 7" Topsoil
		5	5		8	Brown-Black Silty CLAY, tr.sand, tr.organics (moist, FILL)	
	2	4	5				
		6	9		11	Red-Brown Silty CLAY, tr.sand (moist, stiff, CL)	
5	3	3	6				
		9	10		15		
	4	5	8			(v.stiff)	
		12	15		20		
	5	3	4			(wet, medium)	
10		4	3		8		
	6	3	3				
		4	5		7		
15							
	7	4	4				
		4	5		8		
20							REF = Sample Spoon Refusal
	8	50/0.4			REF	Gray f-m SAND, some-and Silt, tr.gravel (moist, SM)	
25	9	50/0.0			REF		NQ '2' Size Rock Core
						Gray SHALE Rock, medium hard, sound, thinly bedded to bedded, occasionally gypsum seams.	RUN #1: 24.5' - 29.5' REC = Approx. 50% RQD = Approx. 20%
30						Boring Complete at 29.5'	Free standing water recorded at 15.0' prior to coring. Free standing water recorded at 10.0' after coring.
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/28/2014
FINISH 1/28/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-46
SURF. ELEV 591.6' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	4	4			TOPSOIL	
		4	4		8	Black Organic Silty CLAY, tr.sand (moist, FILL)	
	2	4	6			Red-Brown Silty CLAY, tr.sand (moist, stiff, CL-CH)	
		7	8		13		
5	3	7	7				
		6	7		13		
	4	11	10			(v.stiff)	
		12	13		22		
	5	11	13			Contains tr.gravel	
10		12	11		25		
	6	2	4			(moist-wet, medium)	
		4	4		8		
15							
	7	10	20			Red-Brown f-m SAND and Silt, tr.gravel	
		38	33		58	(moist, v.compact, SM)	
	8	21	33				
20		42	44		75		
						Boring Complete at 20.0'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: S. WOLKIEWICZ

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 1/31/2014
FINISH 2/3/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-47
SURF. ELEV 594.9' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	4	5			TOPSOIL	Driller notes approx. 6" Topsoil
		6	6		11	Red-Brown Silty CLAY, tr.sand, tr.organics (moist, FILL)	
	2	3	7			Red-Brown Silty CLAY, tr.sand (moist, stiff, CL)	
		8	10		15		
5	3	5	5			Red-Brown Clayey SILT, little f-c Sand, tr.gravel	
		9	12		14	(moist, stiff, ML)	
	4	4	8			(v.stiff)	
		10	14		18		
	5	6	10			Red-Brown Silty CLAY, tr.-little f-c Sand, tr.gravel	
10		20	23		30	(moist, v.stiff, CL)	
	6	8	15			Red-Brown Clayey SILT, tr.-little f-c Sand	
		25	29		40	(moist, hard, ML)	
15							
	7	15	19				
		31	25		50		
20							
	8	12	21				
		26	29		47		
25							
	9	17	22			Contains some f-c Sand	
		24	24		46		REF = Sample Spoon Refusal
30							
	10	12	42	50/0.3	REF	Gray f-c SAND, some Silt, tr.gravel, tr.shale (moist, v.compact, SM)	Free standing water recorded at 20.0' prior to coring.
35						Gray SHALE Rock, medium hard, sound, thinly bedded to bedded, grade to predominantly gypsum at approximately 36.5'	RUN #1: 34.0' - 39.0' REC = 100% RQD = 64%
40						Boring Complete at 39.0'	

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 2/3/2014
FINISH 2/3/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-48
SURF. ELEV 595.8' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	2			TOPSOIL	Driller notes approx. 3" Topsoil
		5	5		7	Brown Silty CLAY, tr.sand, tr.organics (moist, FILL)	
	2	3	4			Brown Silty CLAY, tr.sand (moist, stiff, CL)	
		5	6		9		
5	3	4	13			Becomes Red-Brown, contains occasional Silt partings	
		16	17		29	(v.stiff)	
	4	6	10			Red-Brown Silty CLAY, little f-c Sand, tr.gravel	
		18	18		28	(moist, v.stiff, CL)	
	5	3	13				
10		24	26		37		
	6	5	15			(hard)	
		27	30		42		
15							
	7	7	18			Becomes Brown-Gray	
		26	28		44		
20							
	8	6	11				
		28	30		39		
25							
	9	4	10			Contains little-some f-c Sand (v.stiff)	
		19	25		29		REF = Sample Spoon Refusal
30						Brown-Gray f-c SAND and Silt, tr.gravel, tr.shale	
	10	16	50/0.4		REF	(moist, SM)	
						Boring Complete with Sample Spoon Refusal at 30.9' and Auger Refusal at 31.0'	No free standing water encountered at boring completion.
35							2" PVC groundwater observation well installed at boring completion. Refer to installation log for details.
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

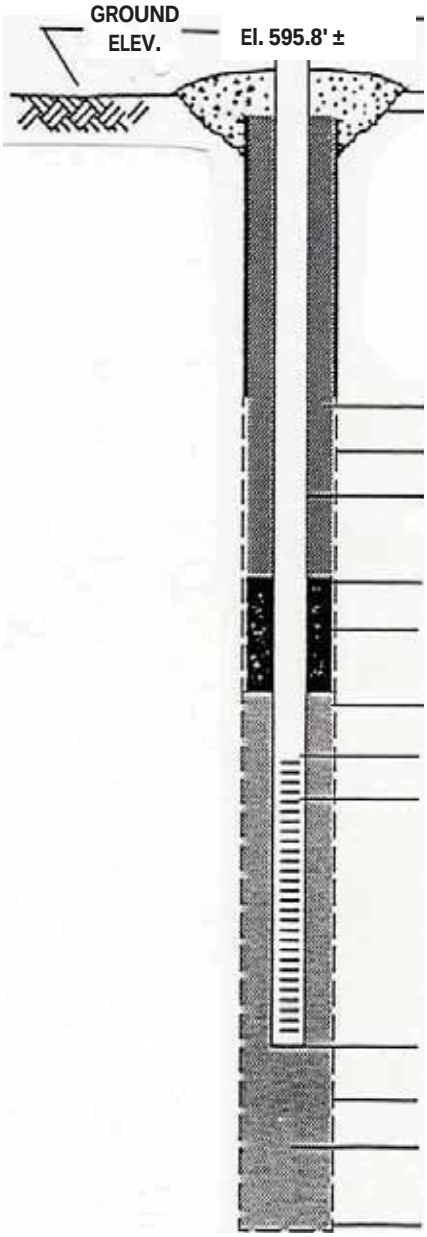
DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

MONITORING WELL COMPLETION RECORD

WELL NUMBER: B-48	
PROJECT NAME: WESTWOOD CC	DRILLING METHOD: ASTM D1586 USING HSA
PROJECT NUMBER: BE-13-192	GEOLOGIST: N/A
DRILLER: A. JAKUBCZAK	INSTALLATION DATE(S): 2/3/2014



RISER STICK-UP:	0.9' El. 596.7' ±
TYPE OF SURFACE SEAL:	NONE
TYPE OF BACKFILL:	AUGER CUTTINGS
BOREHOLE DIAMETER:	+/- 8"
I.D. OF RISER PIPE:	2.0"
TYPE OF RISER PIPE:	PVC
DEPTH OF SEAL:	22.0' El. 573.8' ±
TYPE OF SEAL:	BENTONITE CHIPS
DEPTH OF SAND PACK:	24.0' El. 571.8' ±
DEPTH OF TOP OF SCREEN:	25.0' El. 570.8' ±
TYPE OF SCREEN:	PVC
SLOT SIZE X LENGTH:	.010 X 5.0'
I.D. OF SCREEN:	2.0"
TYPE OF SAND PACK:	MORIE "O" FILTER SAND
DEPTH BOTTOM OF SCREEN:	30.0' El. 565.8' ±
DEPTH BOTTOM OF SAND PACK:	30.0' El. 565.8' ±
TYPE OF BACKFILL BELOW OBSERVATION WELL:	NATIVE SOILS
ELEVATION/ AUGERED DEPTH:	31.0' El. 564.8' ±

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

DATE
START 2/4/2014
FINISH 2/4/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-49
SURF. ELEV 593.5' ±
G.W. DEPTH See Notes

PROJECT: PROPOSED IMPROVEMENTS
PROJ. NO.: BE-13-192
LOCATION: WESTWOOD COUNTRY CLUB
AMHERST, NEW YORK

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	3			TOPSOIL	Driller notes approx. 5" Topsoil
		4	4		7	Black Organic Clayey SILT, tr.-little f-c Sand (moist-wet, FILL)	
	2	3	5				
		5	7		10	Brown-Black Silty CLAY, tr.sand (moist, FILL)	
5	3	5	9			Red-Brown Clayey SILT, tr.sand (moist, v.stiff, ML)	
		10	13		19		
	4	4	12				
		14	16		26		
	5	6	9				
10		16	17		25	Becomes Brown-Gray	
	6	5	14				
		18	21		32	Contains tr.gravel (hard)	
15							
	7	8	12				
		20	27		32		
	8	10	16				
20		28	31		44		
						Boring Complete at 20.0'	No free standing water encountered at boring completion.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geologist

DRILLER: A. JAKUBCZAK

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

APPENDIX B

LABORATORY TEST DATA

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Western New York Office
5167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

Laboratory Test Report

PROJECT: **Proposed Westwood Country Club Development Project**

CLIENT: **Mensch Capital Partners, LLC.**

DATE: **January 29, 2014**

PROJECT NO.: BE-13-192
REPORT NO.: LTR-1

Attached are the results of laboratory testing conducted on various samples from the above referenced project. Mr. John Danzer, representing Empire –Geo Services, Inc, chose samples contained in this report.

The testing conducted was as follows:

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil & Rock

ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Samples were received at the SJB Services, Inc. laboratory on January 21, 2014 where they were processed for testing.

If the reviewer should have any questions concerning this report, please do not hesitate to contact our office at any time.

SJB Services, Inc.

Paul Gregorczyk
Laboratory Manager

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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Laboratory Test Report

PROJECT: **Proposed Westwood Country Club Development Project**

CLIENT: **Mensch Capital Partners, LLC.**

DATE: **January 29, 2014**

PROJECT NO.: BE-13-192
REPORT NO.: LTR-1
Page 1 of 6

SAMPLE NUMBER: 14-033
SAMPLE LOCATION: B-1, S-3: 4' – 6'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
14.6 %	20	12	8

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

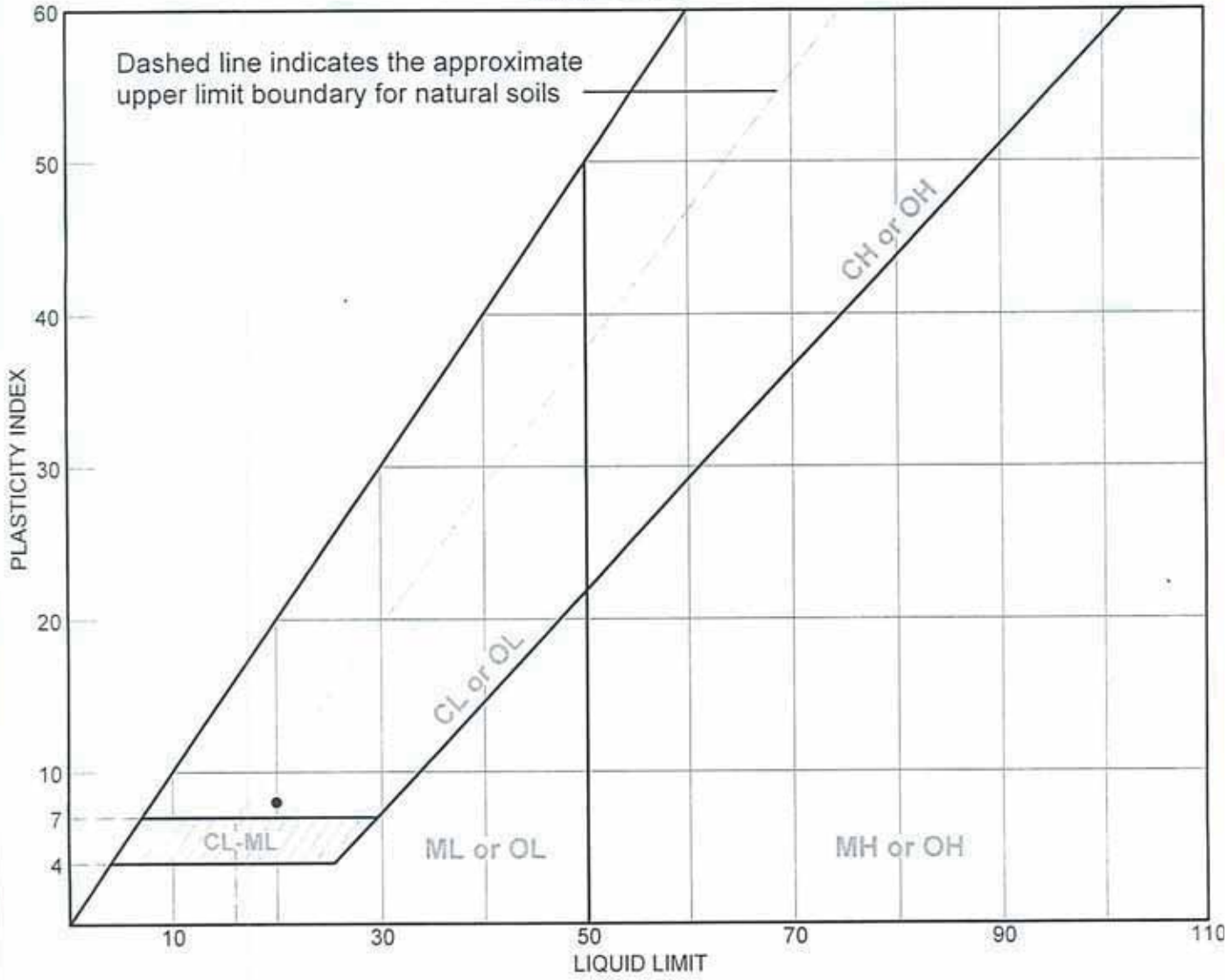
Value of Initial Water Content = 27.7 %
Value of Shrinkage Limit = 12
Value of Shrinkage Ratio = 2.02

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
¾"	100.0
½"	98.4
3/8"	97.6
¼"	95.8
#4	94.8
#10	91.9
#20	88.6
#40	85.2
#100	76.8
#200	57.8

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



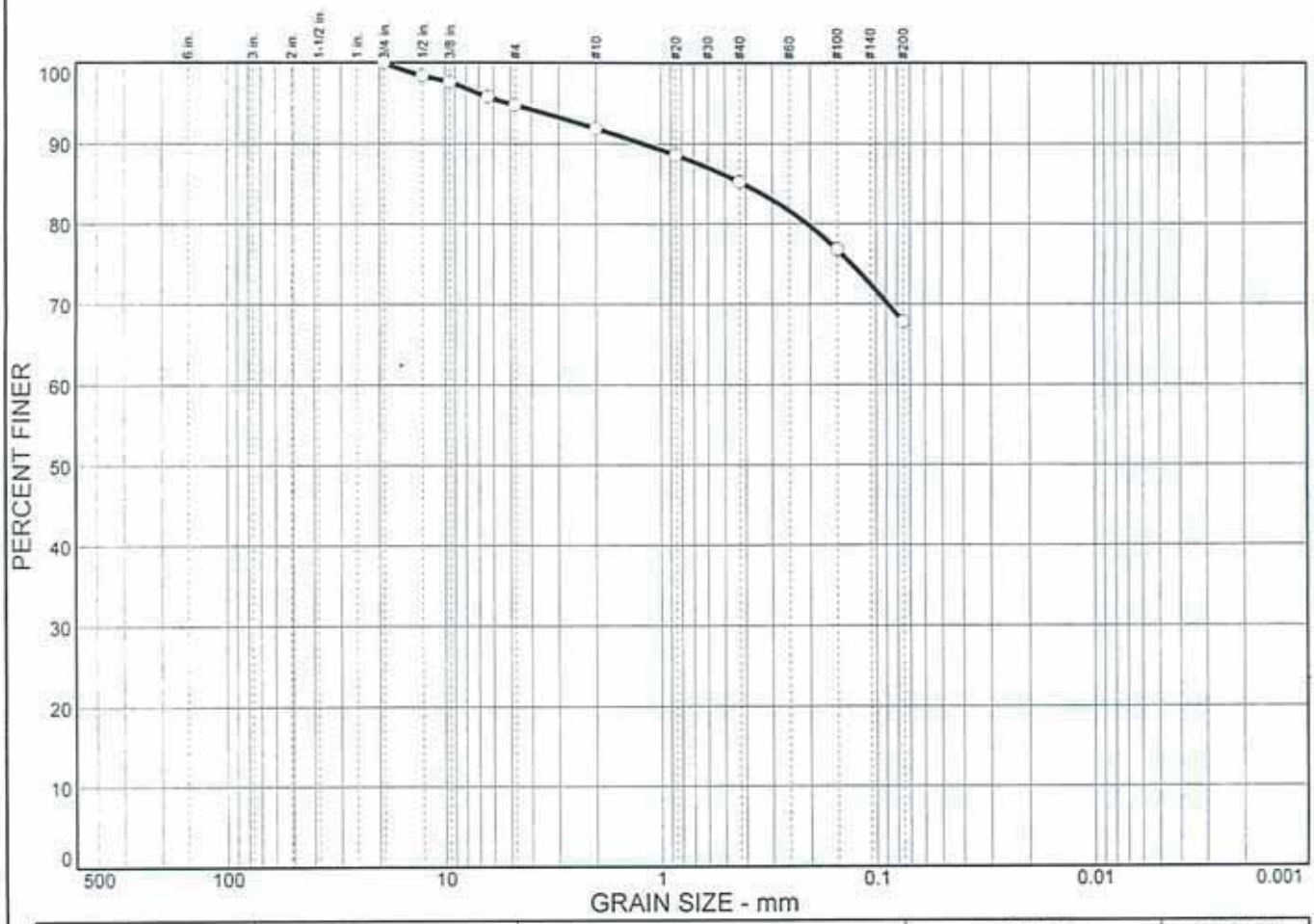
SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
•	B-1	S-3	4' - 6'	14.6 %	12	20	8	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	5.2	27.0	67.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.75 in.	100.0		
.5 in.	98.4		
.375 in.	97.6		
.25 in.	95.8		
#4	94.8		
#10	91.9		
#20	88.6		
#40	85.2		
#100	76.8		
#200	67.8		

* (no specification provided)

Soil Description

B-1, S-3: 4' - 6'

Atterberg Limits

PL= 12 LL= 20 PI= 8

Coefficients

D_{85}= 0.411 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-033

Sample No.: S-3 Source of Sample: B-1 Date: 1-29-14
Location: B-1, S-3: 4' - 6' Elev./Depth: 4' - 6'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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Laboratory Test Report

PROJECT: Proposed Westwood Country Club Development Project

CLIENT: Mensch Capital Partners, LLC.

DATE: January 29, 2014

PROJECT NO.: BE-13-192
REPORT NO.: LTR-1

SAMPLE NUMBER: 14-034
SAMPLE LOCATION: B-3, S-4: 6' – 8'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
14.8 %	24	13	11

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

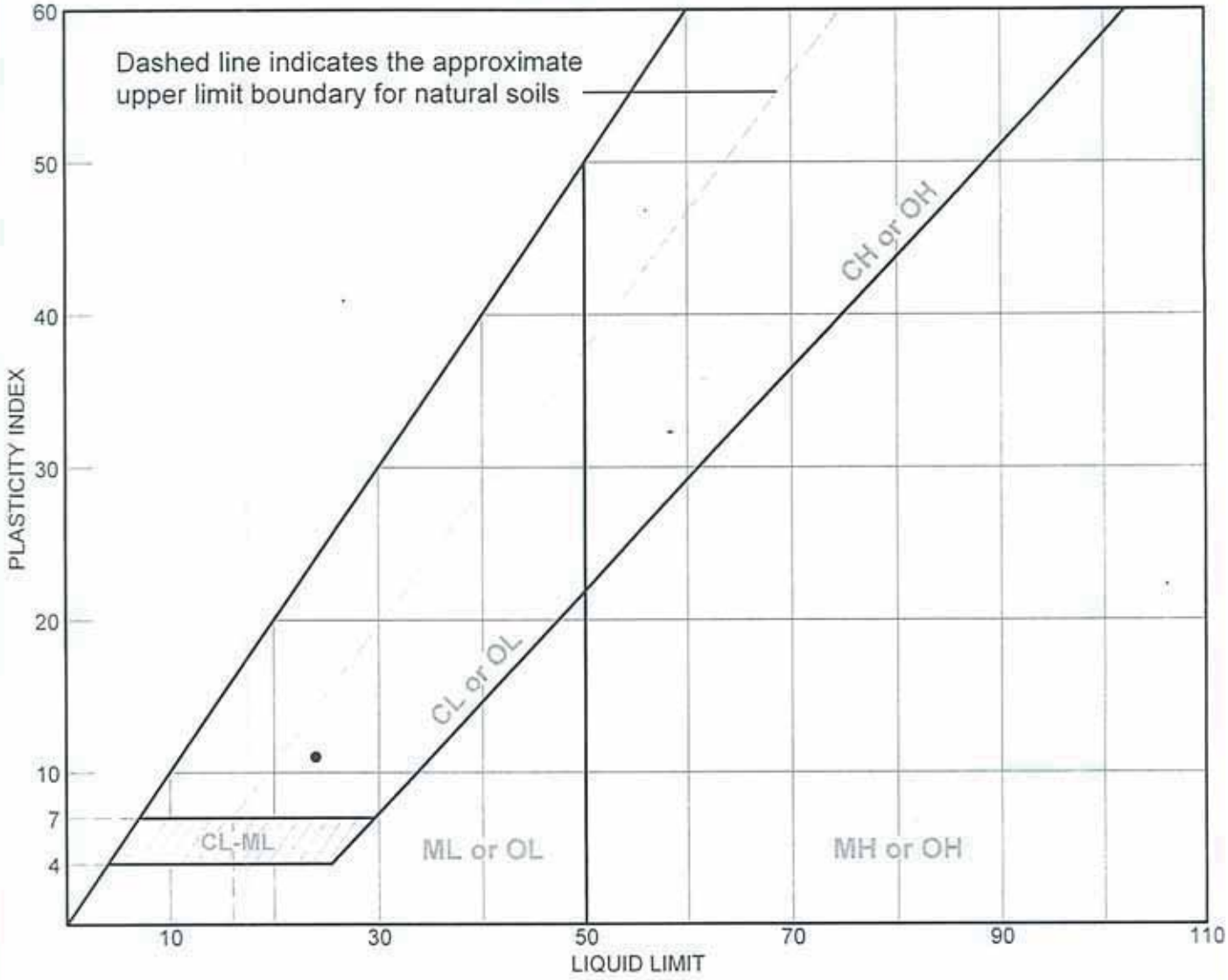
Value of Initial Water Content = 32.3 %
Value of Shrinkage Limit = 13
Value of Shrinkage Ratio = 1.94

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
½"	100.0
3/8"	98.8
¼"	98.3
#4	98.0
#10	97.2
#20	95.6
#40	94.0
#100	89.5
#200	83.2

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



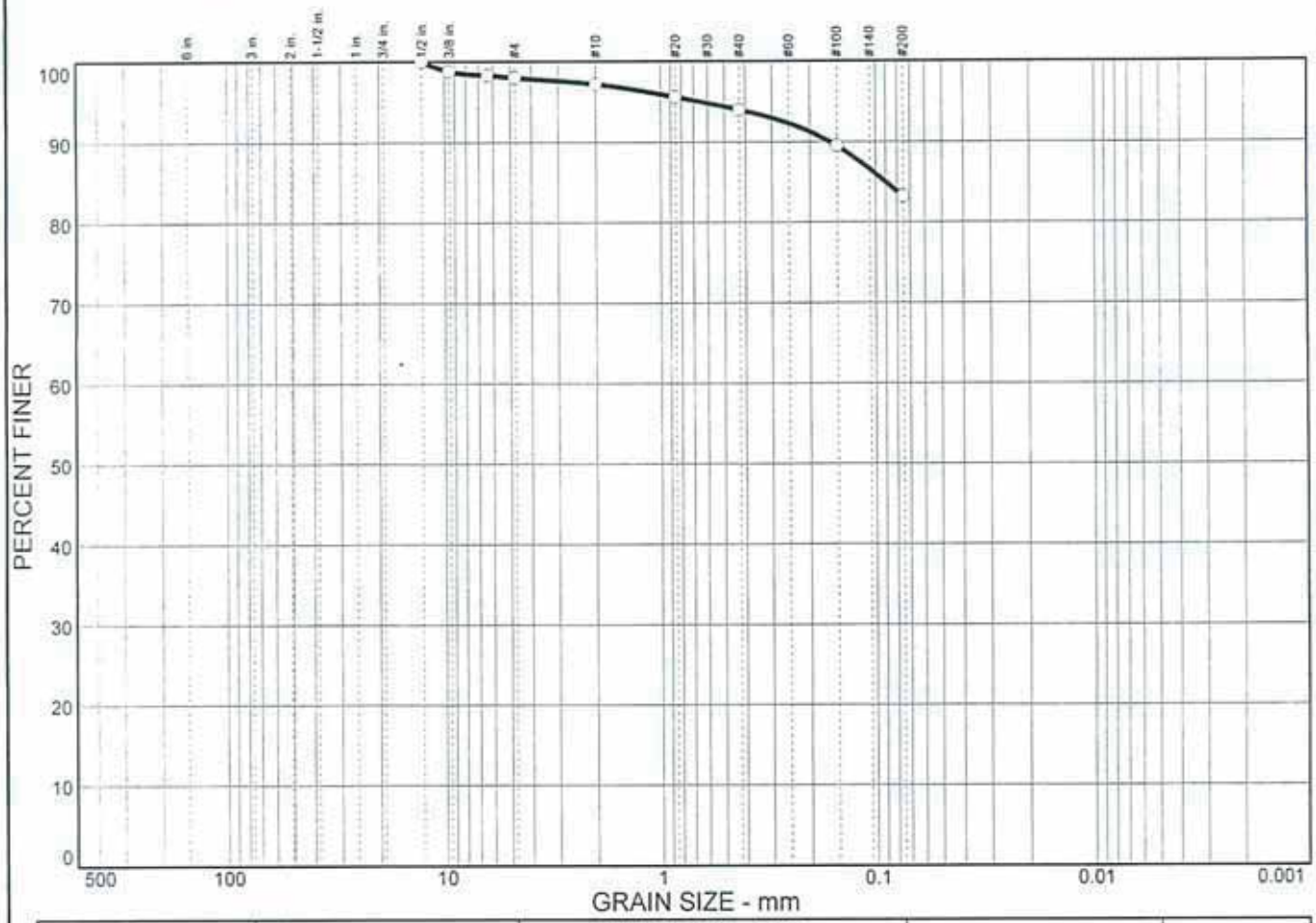
SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-3	S-4	6' - 8'	14.8 %	13	24	11	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	2.0	14.8	83.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.5 in.	100.0		
.375 in.	98.8		
.25 in.	98.3		
#4	98.0		
#10	97.2		
#20	95.6		
#40	94.0		
#100	89.5		
#200	83.2		

* (no specification provided)

Soil Description

B-3, S-4: 6' - 8'

Atterberg Limits

PL= 13 LL= 24 PI= 11

Coefficients

D_{85}= 0.0899 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-034

Sample No.: S-4 Source of Sample: B-3 Date: 1-29-14
Location: B-3, S-4: 6' - 8' Elev./Depth: 6' - 8'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC.

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Hamburg, NY 14075
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Fax: (716) 649-8051

Laboratory Test Report

PROJECT: **Proposed Westwood Country Club Development Project**

CLIENT: **Mensch Capital Partners, LLC.**

DATE: **January 29, 2014**

PROJECT NO.: BE-13-192
REPORT NO.: LTR-1

SAMPLE NUMBER: 14-039
SAMPLE LOCATION: B-7, S-6: 10' – 12'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
12.6 %	24	12	12

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

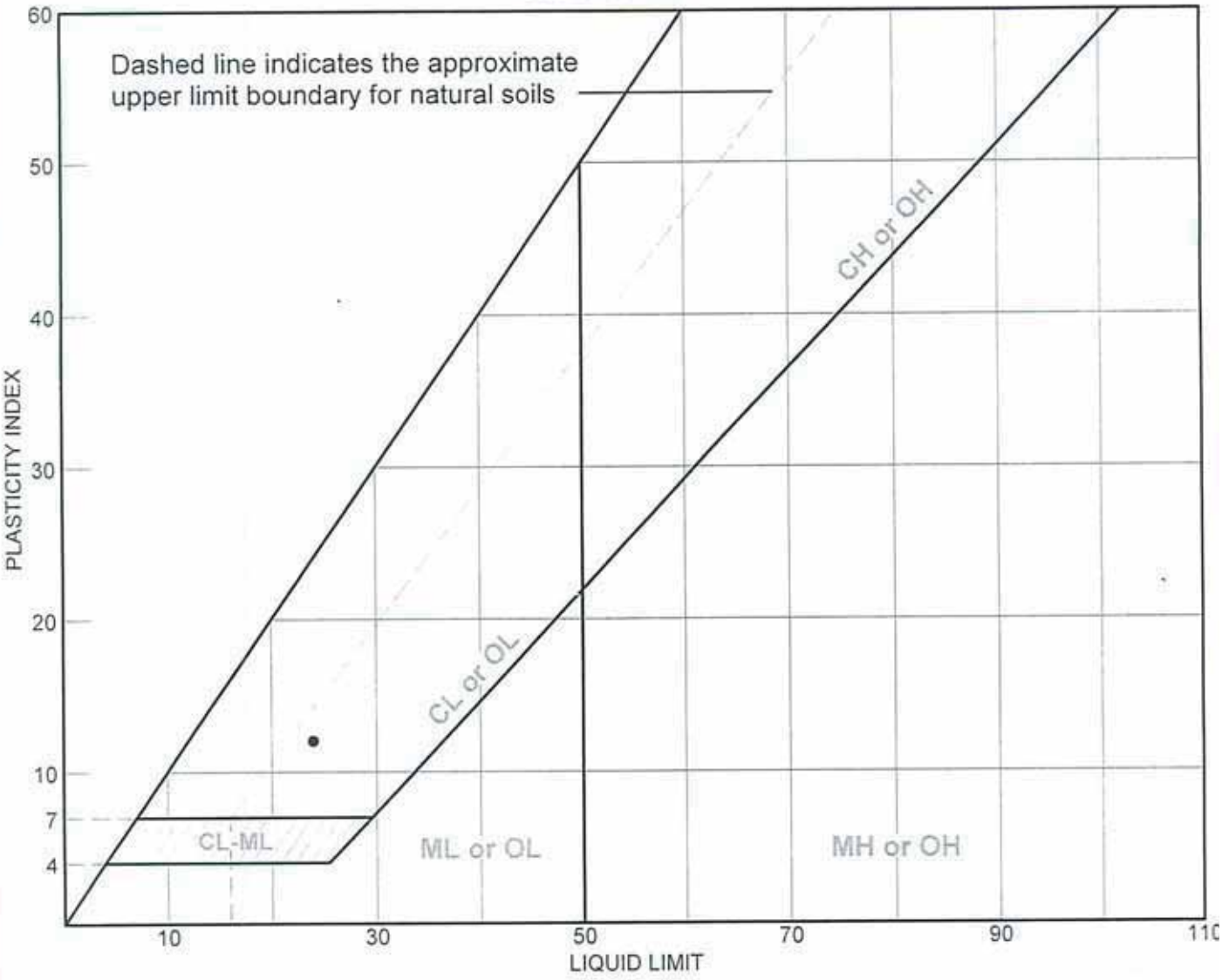
Value of Initial Water Content = 37.9 %
Value of Shrinkage Limit = 13
Value of Shrinkage Ratio = 1.93

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
¾"	100.0
½"	97.2
3/8"	95.9
¼"	92.5
#4	91.7
#10	89.1
#20	86.8
#40	85.0
#100	80.2
#200	74.3

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
•	B-7	S-6	10' - 12'	12.6 %	12	24	12	

SJB SERVICES, INC.

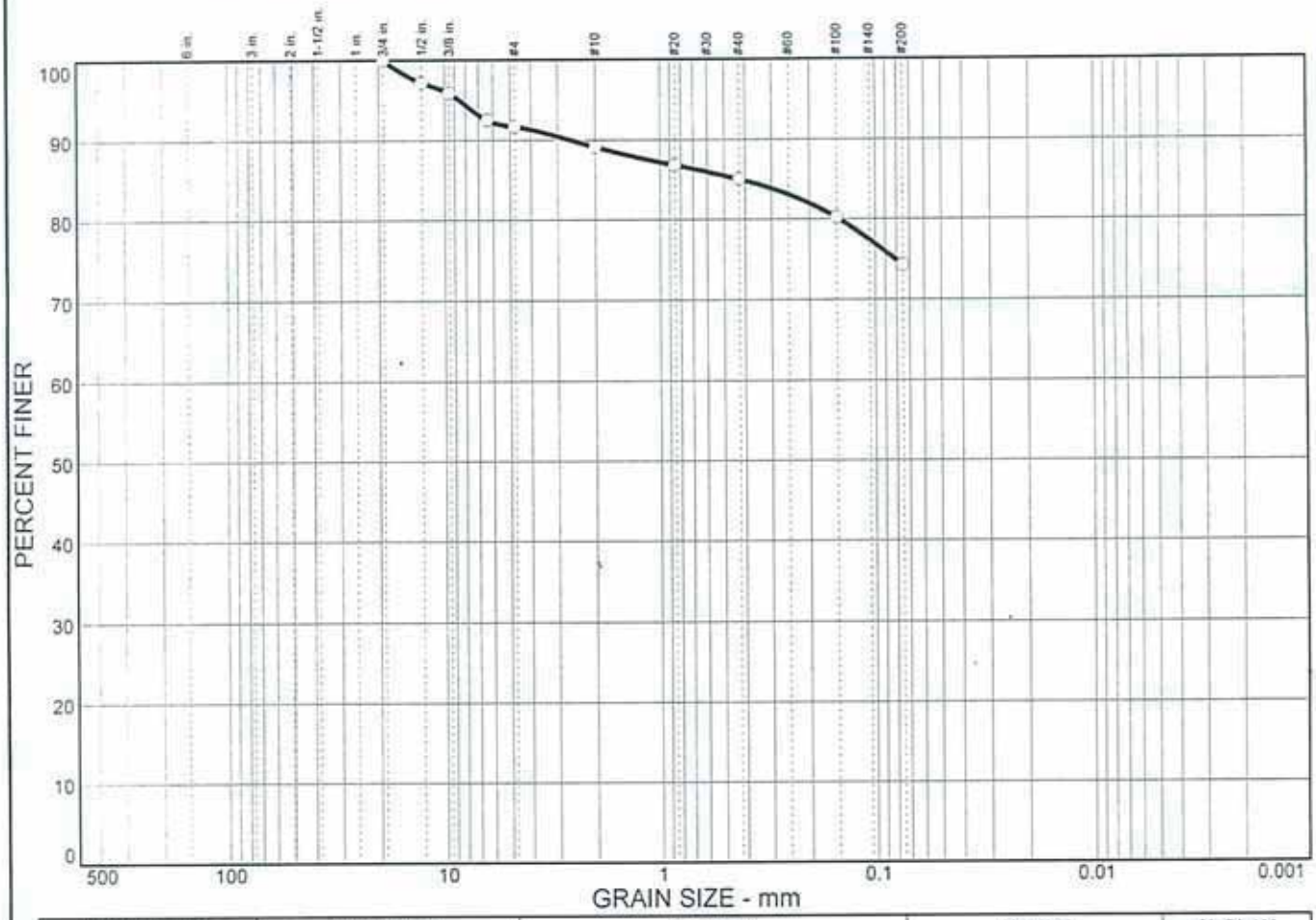
Client: MENSCH CAPITAL PARTNERS, LLC

Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT

Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	8.3	17.4	74.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.75 in.	100.0		
.5 in.	97.2		
.375 in.	95.9		
.25 in.	92.5		
#4	91.7		
#10	89.1		
#20	86.8		
#40	85.0		
#100	80.2		
#200	74.3		

* (no specification provided)

Soil Description

B-7, S-6: 10' - 12'

Atterberg Limits

PL= 12 LL= 24 PI= 12

Coefficients

D_{85}= 0.425 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-039

Sample No.: S-6 Source of Sample: B-7 Date: 1-29-14
Location: B-7, S-6: 10' - 12' Elev./Depth: 10' - 12'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC.

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Fax: (716) 649-8051

Laboratory Test Report

PROJECT: Proposed Westwood Country Club Development Project

CLIENT: Mensch Capital Partners, LLC.

DATE: January 29, 2014

PROJECT NO.: BE-13-192
REPORT NO.: LTR-1

SAMPLE NUMBER: 14-040
SAMPLE LOCATION: B-14, S-4: 6' – 8'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
10.7 %	23	12	11

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

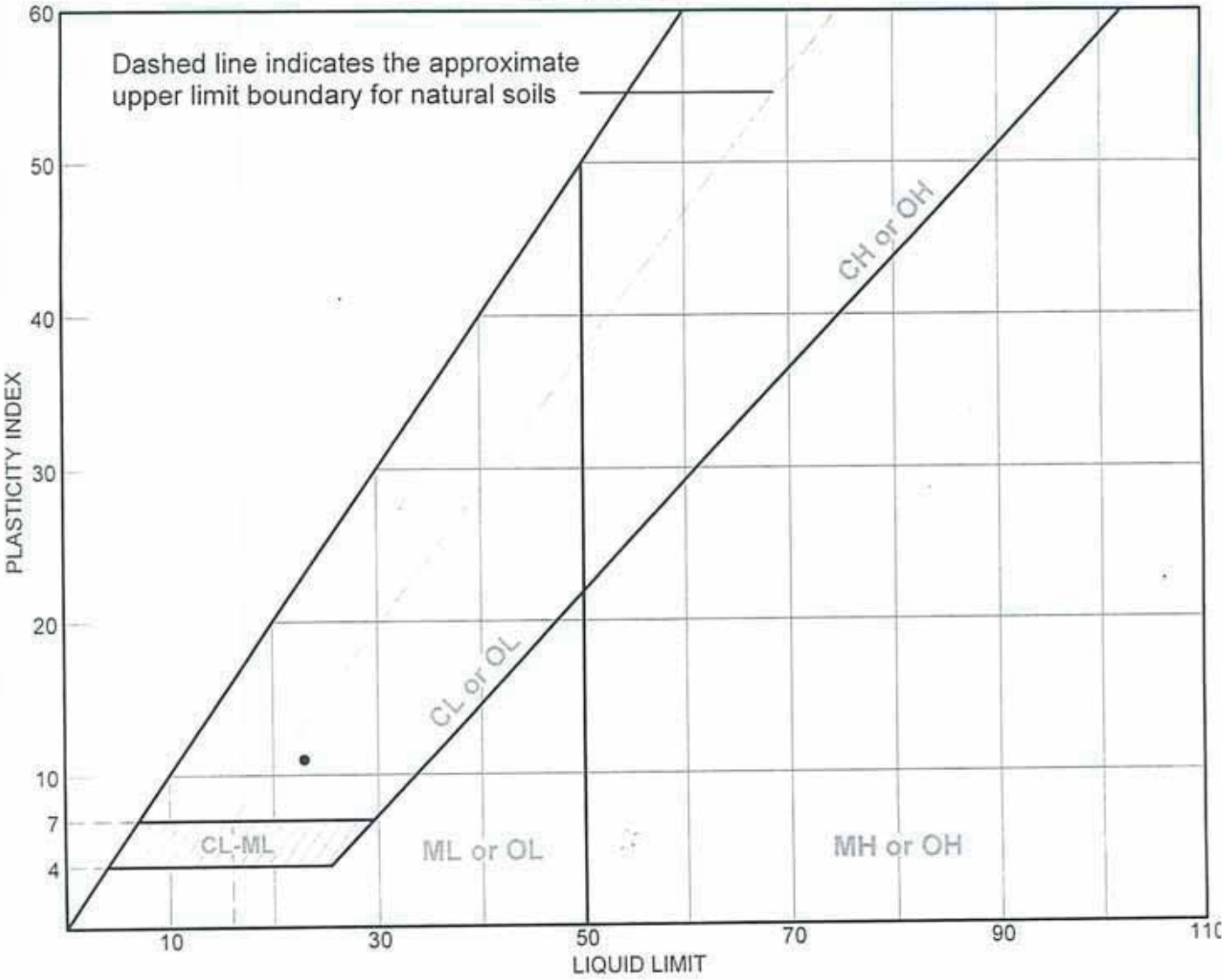
Value of Initial Water Content = 32.9 %
Value of Shrinkage Limit = 17
Value of Shrinkage Ratio = 1.93

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
¾"	100.0
½"	97.0
3/8"	95.3
¼"	93.2
#4	92.1
#10	89.4
#20	86.5
#40	84.1
#100	77.6
#200	70.1

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-14	S-4	6' - 8'	10.7 %	12	23	11	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	7.9	22.0	70.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.75 in.	100.0		
.5 in.	97.0		
.375 in.	95.3		
.25 in.	93.2		
#4	92.1		
#10	89.4		
#20	86.5		
#40	84.1		
#100	77.6		
#200	70.1		

* (no specification provided)

Soil Description

B-14, S-4: 6' - 8'

Atterberg Limits

PL= 12 LL= 23 PI= 11

Coefficients

D_{85}= 0.541 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=*

Remarks

SAMPLE NUMBER: 13-040

Sample No.: S-4 Source of Sample: B-14 Date: 1-29-14
Location: B-14, S-4: 6' - 8' Elev./Depth: 6' - 8'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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Laboratory Test Report

PROJECT: Proposed Westwood Country Club Development Project

CLIENT: Mensch Capital Partners, LLC.

DATE: January 29, 2014

PROJECT NO.: BE-13-192
REPORT NO.: LTR-1

SAMPLE NUMBER: 14-041
SAMPLE LOCATION: B-22, S-3: 4' – 6'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
26.5 %	52	22	30

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

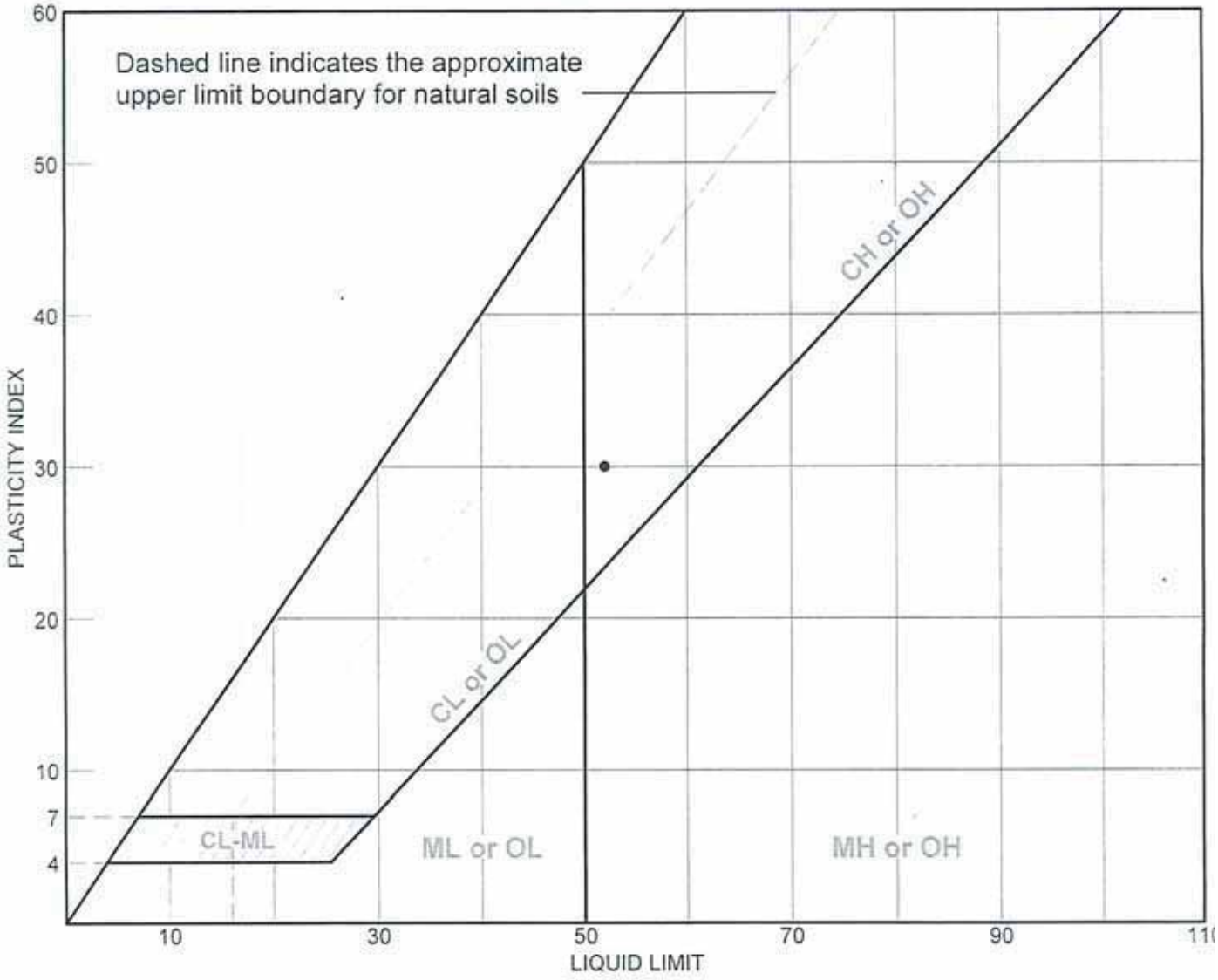
Value of Initial Water Content = 64.8 %
Value of Shrinkage Limit = 23
Value of Shrinkage Ratio = 1.69

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
#4	100.0
#10	100.0
#20	99.9
#40	99.8
#100	99.5
#200	99.2

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



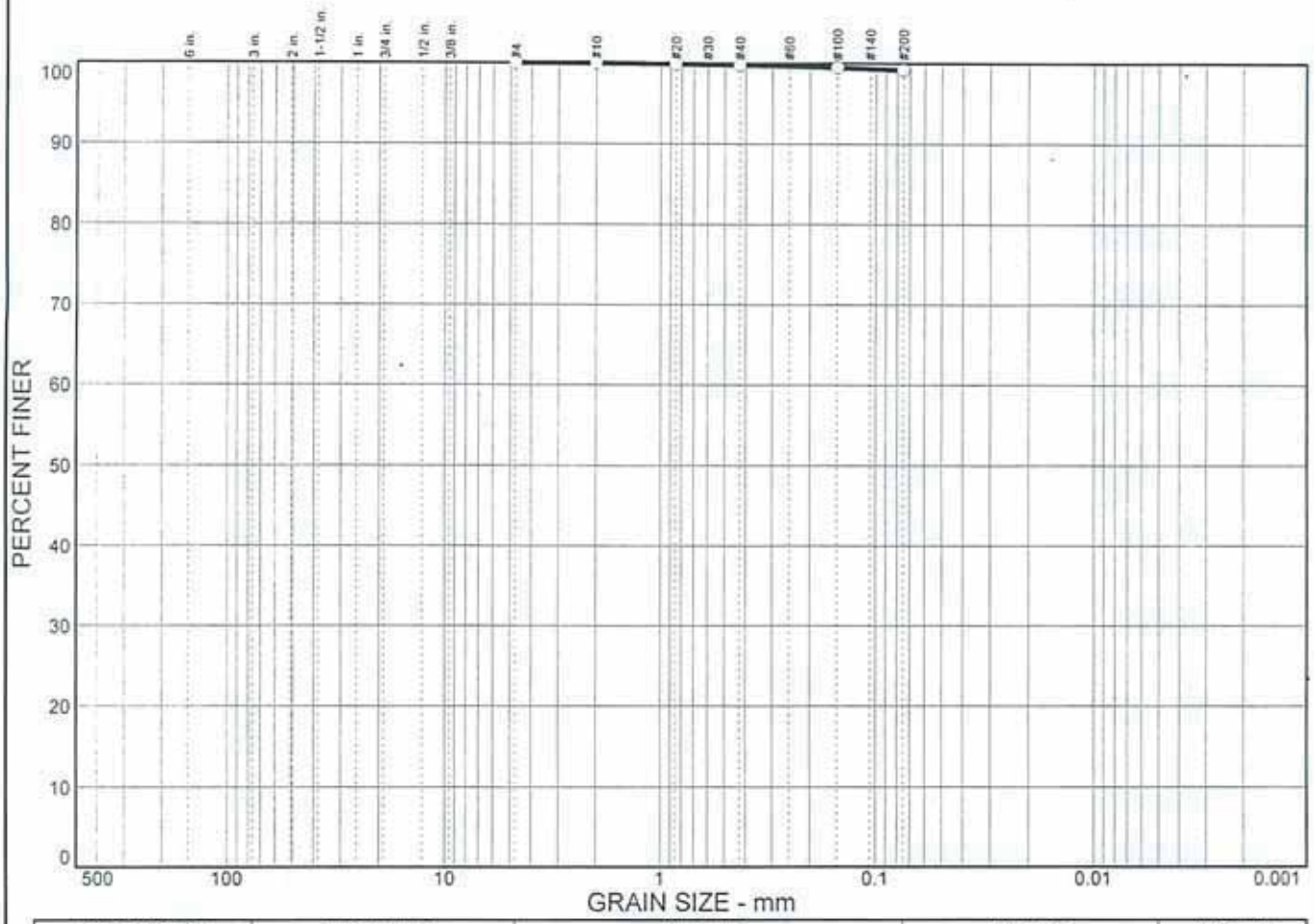
SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-22	S-3	4' - 6'	26.5 %	22	52	30	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	0.0	0.8	99.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	100.0		
#20	99.9		
#40	99.8		
#100	99.5		
#200	99.2		

* (no specification provided)

Soil Description

B-22, S-3: 4' - 6'

Atterberg Limits

PL= 22 LL= 52 PI= 30

Coefficients

D_{85}= D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-041

Sample No.: S-3 **Source of Sample:** B-22 **Date:** 1-29-14
Location: B-22, S-3: 4' - 6' **Elev./Depth:** 4' - 6'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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Laboratory Test Report

PROJECT: Proposed Westwood Country Club Development Project

CLIENT: Mensch Capital Partners, LLC.

DATE: January 29, 2014

PROJECT NO.: BE-13-192
REPORT NO.: LTR-1

SAMPLE NUMBER: 14-047
SAMPLE LOCATION: B-35, S-7: 15' – 17'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock

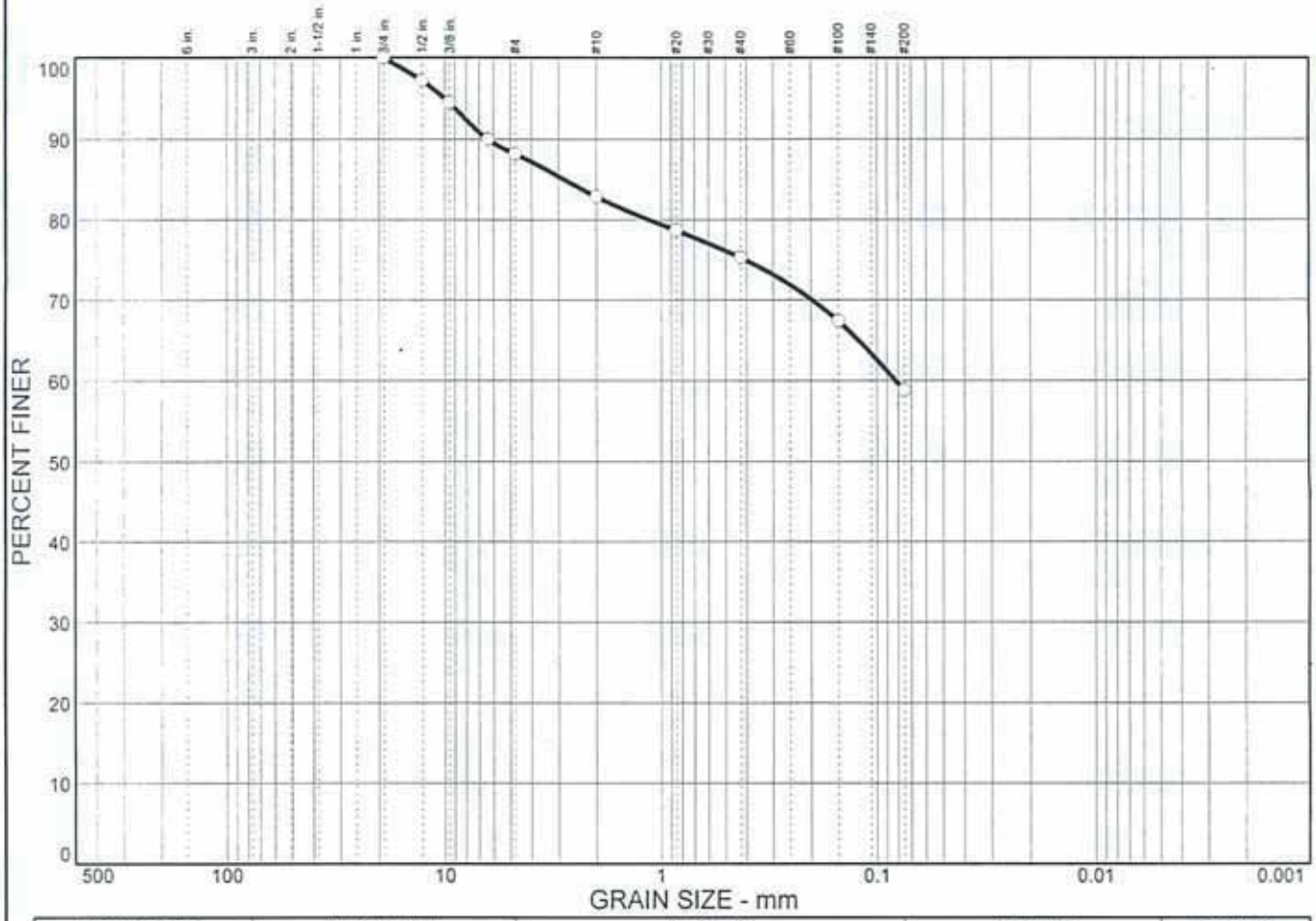
Moisture Content: 8.7 %

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
¾"	100.0
½"	97.2
3/8"	94.5
¼"	90.0
#4	88.2
#10	82.9
#20	78.7
#40	75.3
#100	67.4
#200	58.8

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	11.8	29.4	58.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.75 in.	100.0		
.5 in.	97.2		
.375 in.	94.5		
.25 in.	90.0		
#4	88.2		
#10	82.9		
#20	78.7		
#40	75.3		
#100	67.4		
#200	58.8		

* (no specification provided)

Soil Description

B-35, S-7: 15' - 17'

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 2.81 D_{60}= 0.0821 D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-047

Sample No.: S-7 Source of Sample: B-35 Date: 1-29-14
Location: B-35, S-7: 15' - 17' Elev./Depth: 15' - 17'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Western New York Office
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Laboratory Test Report

PROJECT: **Proposed Westwood Country Club Development Project**

CLIENT: **Mensch Capital Partners, LLC.**

DATE: **February 6, 2014**

PROJECT NO.: BE-13-192
REPORT NO.: LTR-2

Attached are the results of laboratory testing conducted on various samples from the above referenced project. Mr. John Danzer, representing Empire –Geo Services, Inc, chose samples contained in this report.

The testing conducted was as follows:

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil & Rock

ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Samples were received at the SJB Services, Inc. laboratory on January 27, 2014 where they were processed for testing.

If the reviewer should have any questions concerning this report, please do not hesitate to contact our office at any time.

SJB Services, Inc.

Paul Gregorczyk
Laboratory Manager

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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Laboratory Test Report

PROJECT: Proposed Westwood Country Club Development Project

CLIENT: Mensch Capital Partners, LLC.

DATE: February 6, 2014

PROJECT NO.: BE-13-192
REPORT NO.: LTR-2

SAMPLE NUMBER: 14-098
SAMPLE LOCATION: B-20, S-5: 8' – 10'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
23.3 %	37	17	20

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

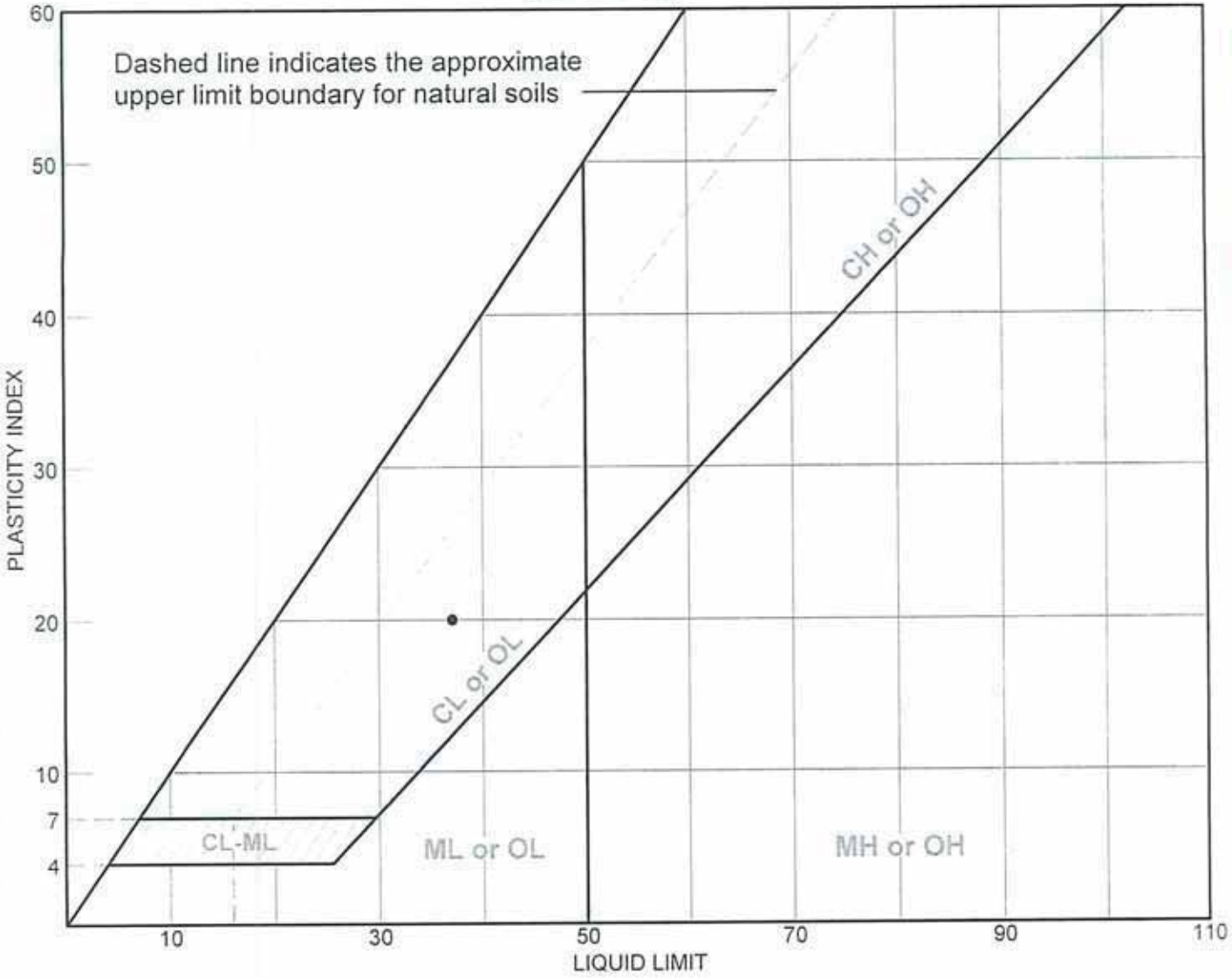
Value of Initial Water Content = 51.6 %
Value of Shrinkage Limit = 19
Value of Shrinkage Ratio = 1.81

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
#4	100.0
#10	99.8
#20	99.7
#40	99.5
#100	99.3
#200	99.0

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

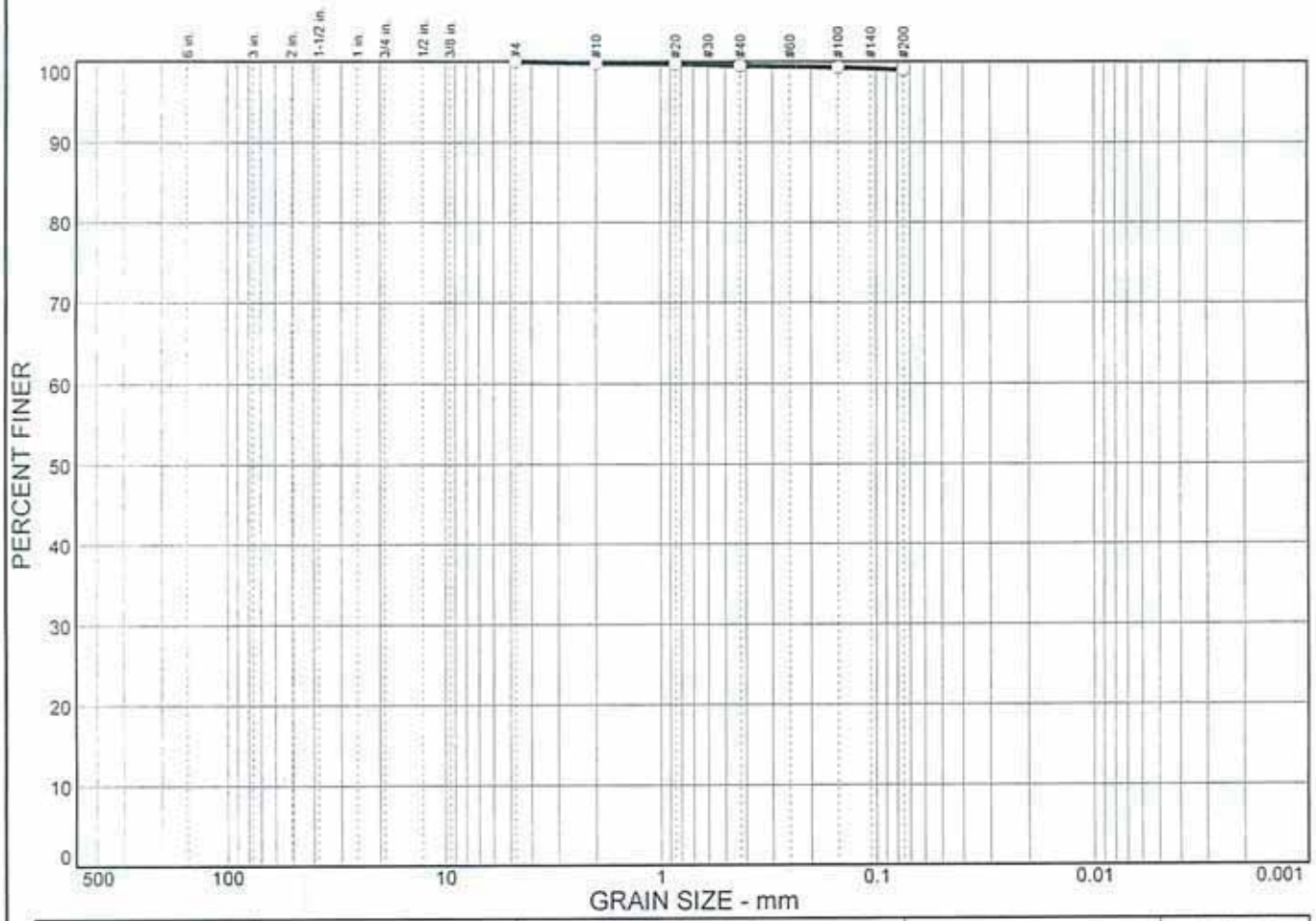
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-20	S-5	8' - 10'	23.3 %	17	37	20	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	0.0	1.0	99.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	99.8		
#20	99.7		
#40	99.5		
#100	99.3		
#200	99.0		

* (no specification provided)

Soil Description

B-20, S-5: 8' - 10'

Atterberg Limits

PL= 17 LL= 37 PI= 20

Coefficients

D_{85}= D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-098

Sample No.: S-5 Source of Sample: B-20 Date: 2-6-14
Location: B-20, S-5: 8' - 10' Elev./Depth: 8' - 10'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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Laboratory Test Report

PROJECT: Proposed Westwood Country Club Development Project

CLIENT: Mensch Capital Partners, LLC.

DATE: February 6, 2014

PROJECT NO.: BE-13-192
REPORT NO.: LTR-2

SAMPLE NUMBER: 14-099
SAMPLE LOCATION: B-30, S-5: 8' – 10'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

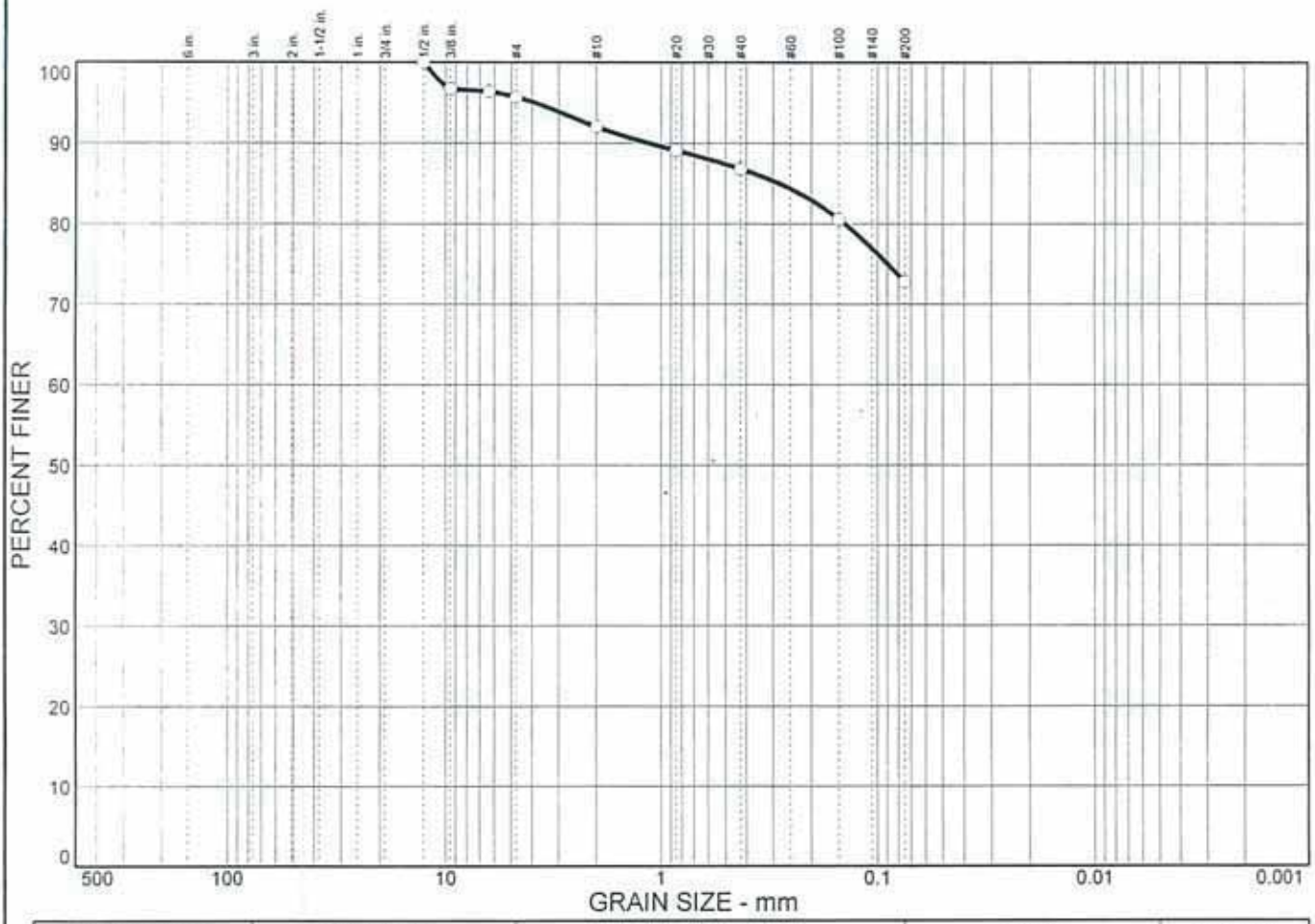
Moisture Content = 11.4 %

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
½"	100.0
3/8"	96.7
¼"	96.4
#4	95.7
#10	92.0
#20	89.1
#40	86.8
#100	80.6
#200	72.8

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	4.3	22.9	72.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.5 in.	100.0		
.375 in.	96.7		
.25 in.	96.4		
#4	95.7		
#10	92.0		
#20	89.1		
#40	86.8		
#100	80.6		
#200	72.8		

* (no specification provided)

Soil Description

B-30, S-5: 8' - 10'

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 0.282 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-099

Sample No.: S-5 Source of Sample: B-30 Date: 2-6-14
Location: B-30, S-5: 8' - 10' Elev./Depth: 8' - 10'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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Laboratory Test Report

PROJECT: **Proposed Westwood Country Club Development Project**

CLIENT: **Mensch Capital Partners, LLC.**

DATE: **February 6, 2014**

PROJECT NO.: BE-13-192
REPORT NO.: LTR-2

SAMPLE NUMBER: 14-100
SAMPLE LOCATION: B-44, S-3: 4' – 6'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
21.3 %	59	22	37

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

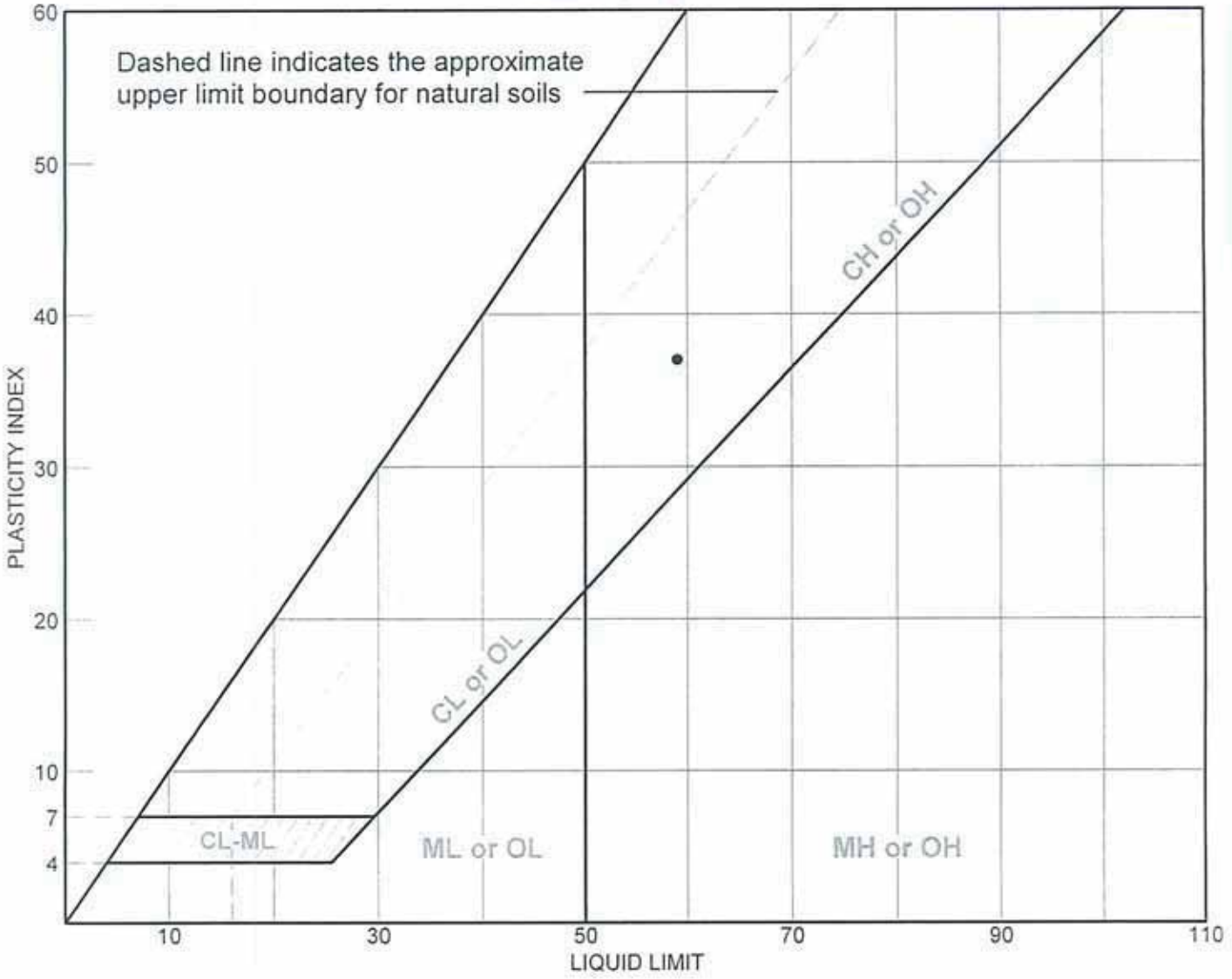
Value of Initial Water Content = 72.6 %
Value of Shrinkage Limit = 22
Value of Shrinkage Ratio = 1.69

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
#4	100.0
#10	100.0
#20	99.8
#40	99.6
#100	99.0
#200	97.8

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



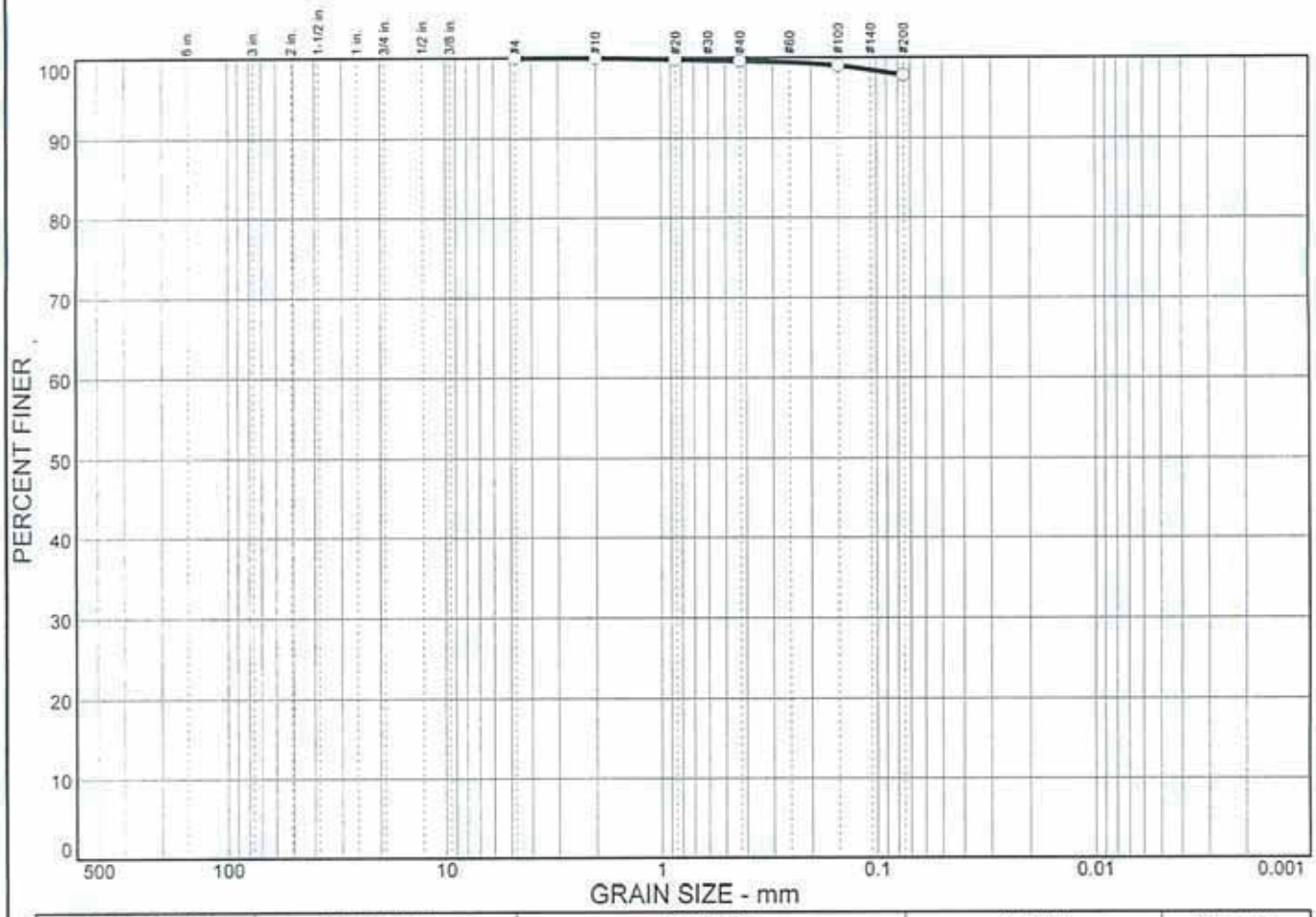
SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
•	B-44	S-3	4' - 6'	21.3 %	22	59	37	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	0.0	2.2	97.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	100.0		
#20	99.8		
#40	99.6		
#100	99.0		
#200	97.8		

* (no specification provided)

Soil Description

B-44, S-3: 4' - 6'

Atterberg Limits

PL= 22 LL= 59 PI= 37

Coefficients

D_{85}= D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-100

Sample No.: S-3 Source of Sample: B-44 Date: 2-6-14
Location: B-44, S-3: 4' - 6' Elev./Depth: 4' - 6'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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Laboratory Test Report

PROJECT: **Proposed Westwood Country Club Development Project**

CLIENT: **Mensch Capital Partners, LLC.**

DATE: **February 14, 2014**

PROJECT NO.: BE-13-192
REPORT NO.: LTR-3

Attached are the results of laboratory testing conducted on various samples from the above referenced project. Mr. John Danzer, representing Empire –Geo Services, Inc, chose samples contained in this report.

The testing conducted was as follows:

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil & Rock

ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Samples were received at the SJB Services, Inc. laboratory on February 7, 2014 where they were processed for testing.

If the reviewer should have any questions concerning this report, please do not hesitate to contact our office at any time.

SJB Services, Inc.

Paul Gregorczyk
Laboratory Manager

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC.

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Laboratory Test Report

PROJECT: **Proposed Westwood Country Club Development Project**

CLIENT: **Mensch Capital Partners, LLC.**

DATE: **February 14, 2014**

PROJECT NO.: BE-13-192
REPORT NO.: LTR-3

SAMPLE NUMBER: 14-122
SAMPLE LOCATION: B-12, S-3: 4 – 6'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
13.1 %	24	13	11

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

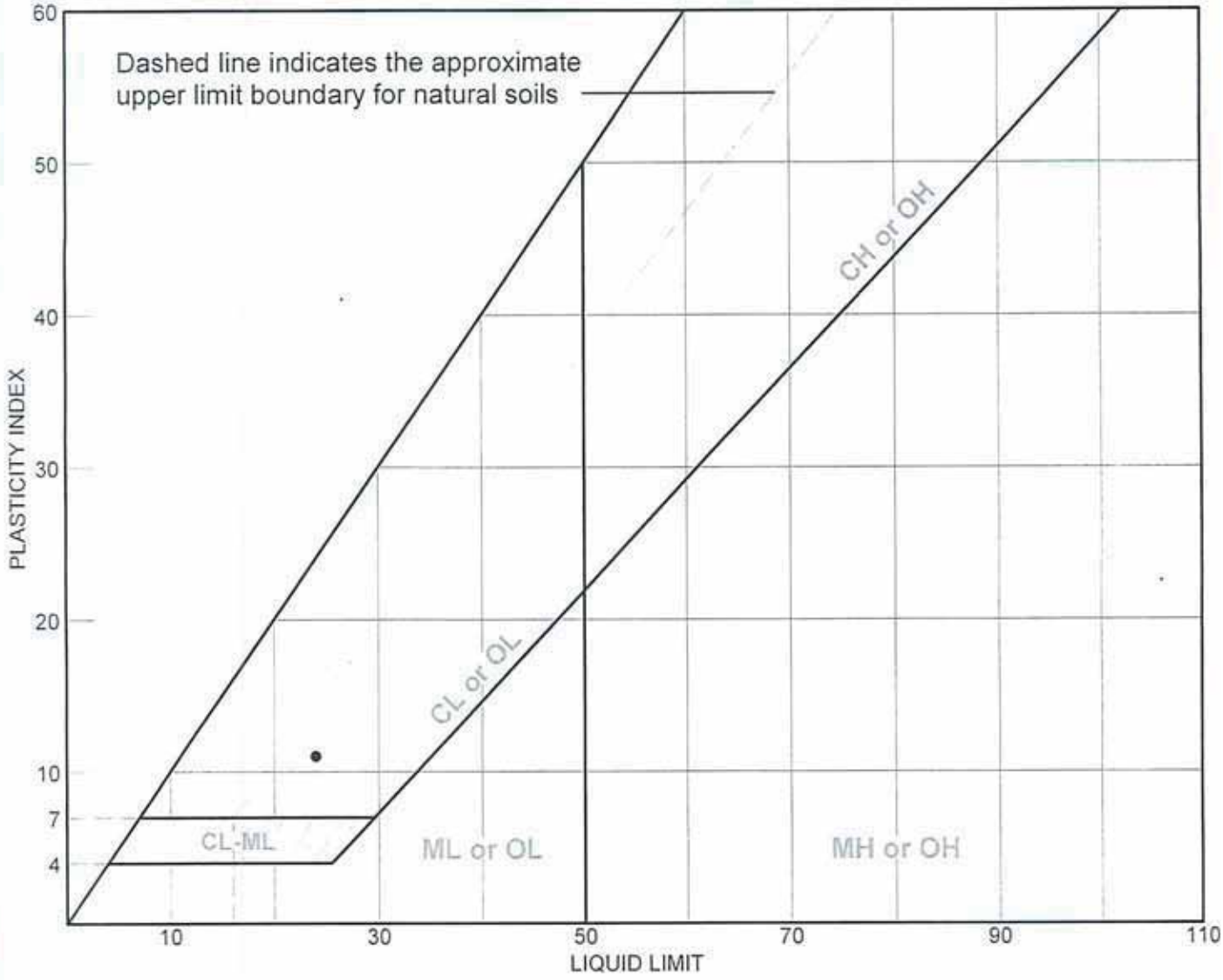
Value of Initial Water Content = 28.5 %
Value of Shrinkage Limit = 12
Value of Shrinkage Ratio = 1.98

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
½"	100.0
3/8"	98.0
¼"	93.5
#4	91.4
#10	87.6
#20	84.5
#40	82.1
#100	75.7
#200	68.2

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



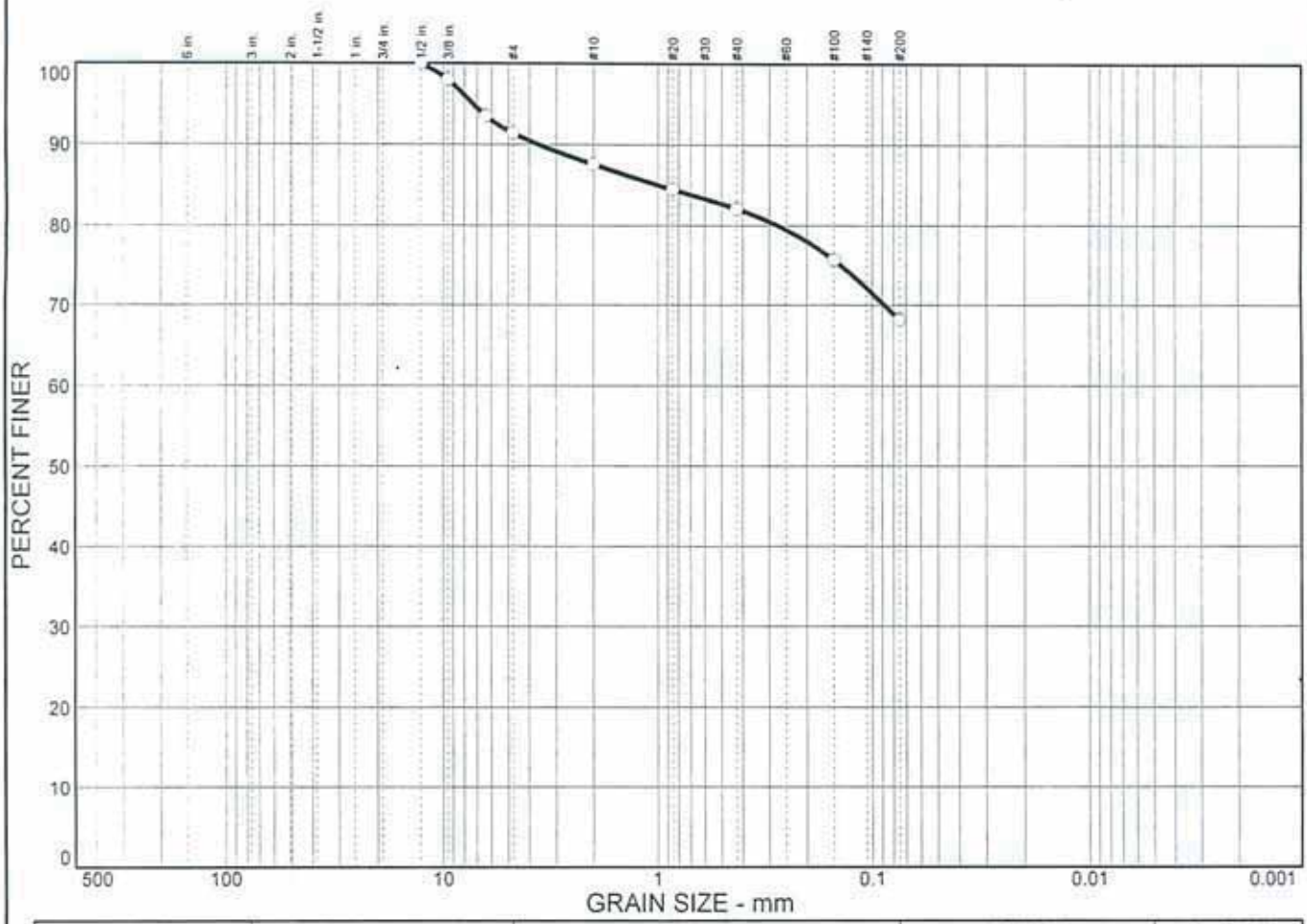
SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-12	S-3	4' - 6'	13.1 %	13	24	11	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	8.6	23.2	68.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.5 in.	100.0		
.375 in.	98.0		
.25 in.	93.5		
#4	91.4		
#10	87.6		
#20	84.5		
#40	82.1		
#100	75.7		
#200	68.2		

* (no specification provided)

Soil Description

B-12, S-3: 4' - 6'

Atterberg Limits

PL= 13 LL= 24 PI= 11

Coefficients

D_{85}= 0.983 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-122

Sample No.: S-3 Source of Sample: B-12 Date: 2-14-14
Location: B-12, S-3: 4' - 6' Elev./Depth: 4' - 6'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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Laboratory Test Report

PROJECT: Proposed Westwood Country Club Development Project

CLIENT: Mensch Capital Partners, LLC.

DATE: February 14, 2014

PROJECT NO.: BE-13-192
REPORT NO.: LTR-2

SAMPLE NUMBER: 14-123
SAMPLE LOCATION: B-31, S-6: 10' – 12'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
10.7 %	23	13	10

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

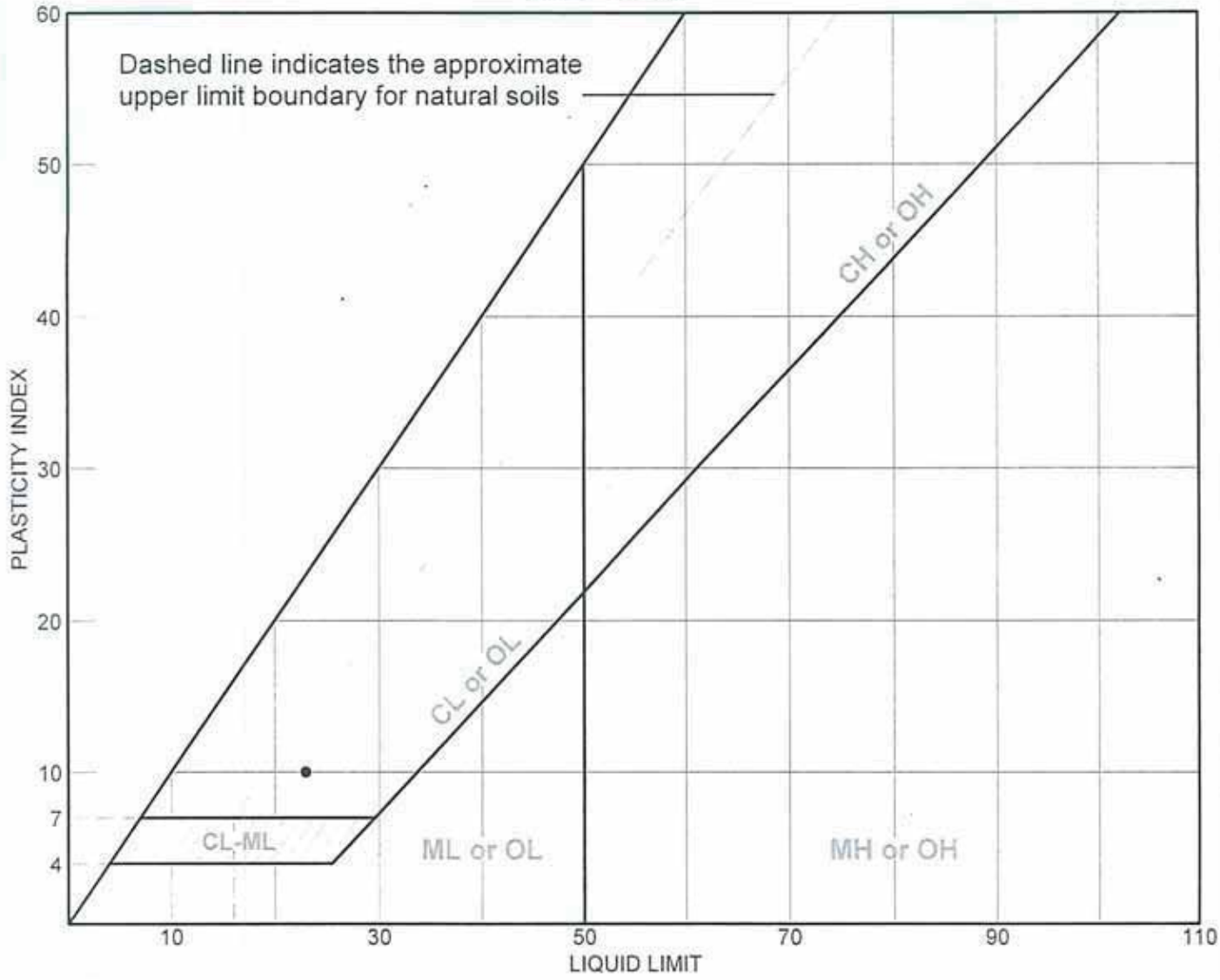
Value of Initial Water Content = 43.0 %
Value of Shrinkage Limit = 12
Value of Shrinkage Ratio = 1.94

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
¾"	100.0
½"	96.5
3/8"	94.4
¼"	92.2
#4	90.9
#10	87.1
#20	84.5
#40	82.4
#100	76.4
#200	69.3

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

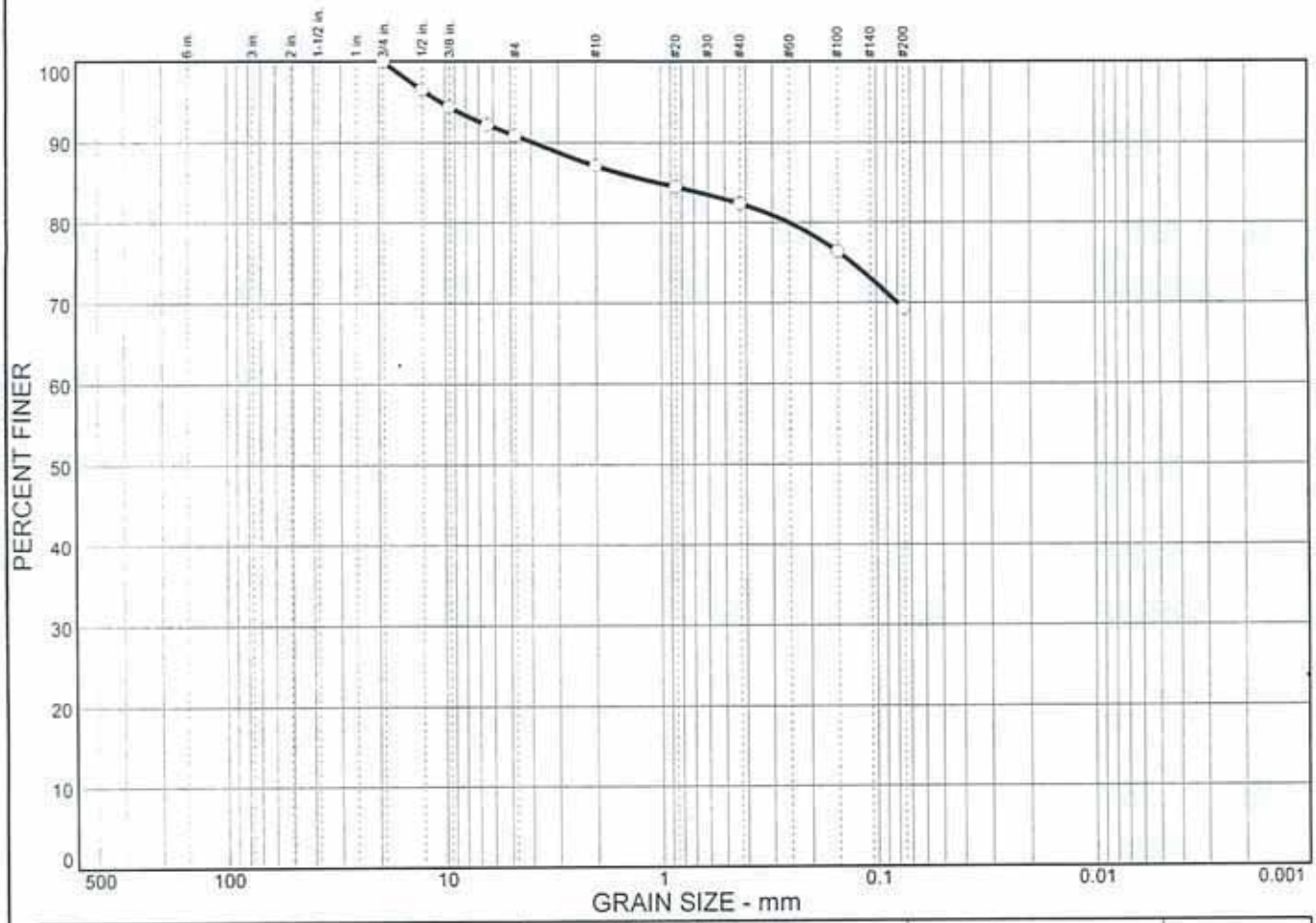
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-31	S-6	10' - 12'	10.7 %	13	23	10	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	9.1	21.6	69.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.75 in.	100.0		
.5 in.	96.5		
.375 in.	94.4		
.25 in.	92.2		
#4	90.9		
#10	87.1		
#20	84.5		
#40	82.4		
#100	76.4		
#200	69.3		

* (no specification provided)

Soil Description

B-31, S-6: 10' - 12'

Atterberg Limits

PL= 13 LL= 23 PI= 10

Coefficients

D_{85}= 1.02 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-123

Sample No.: S-6 Source of Sample: B-31 Date: 2-14-14
Location: B-31, S-6: 10' - 12' Elev./Depth: 10' - 12'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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Laboratory Test Report

PROJECT: Proposed Westwood Country Club Development Project

CLIENT: Mensch Capital Partners, LLC.

DATE: February 14, 2014

PROJECT NO.: BE-13-192
REPORT NO.: LTR-2

SAMPLE NUMBER: 14-124
SAMPLE LOCATION: B-38, S-2: 2' – 4'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
21.3 %	44	20	24

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

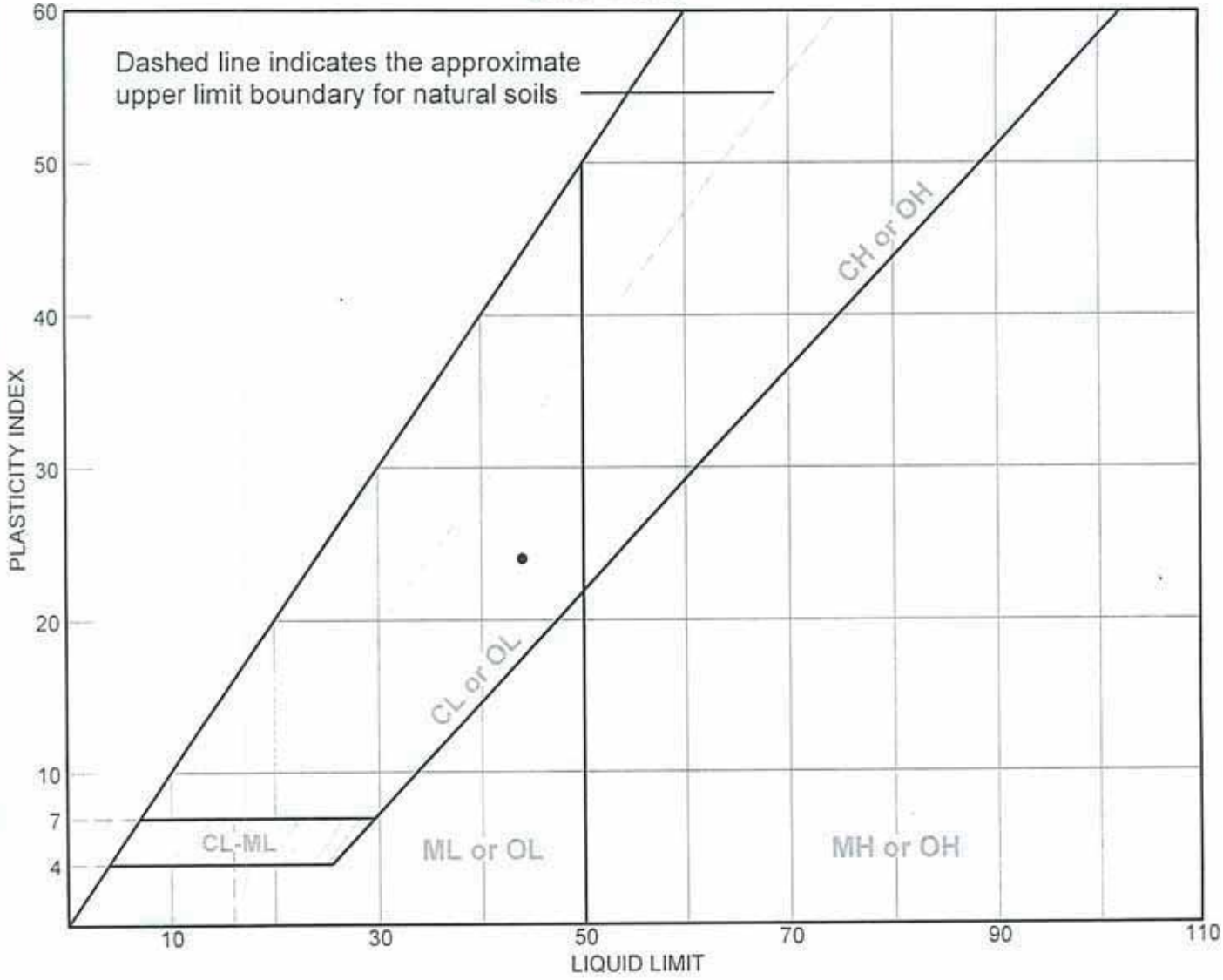
Value of Initial Water Content = 51.2 %
Value of Shrinkage Limit = 20
Value of Shrinkage Ratio = 1.64

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
#4	100.0
#10	99.6
#20	99.2
#40	98.7
#100	97.3
#200	96.2

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



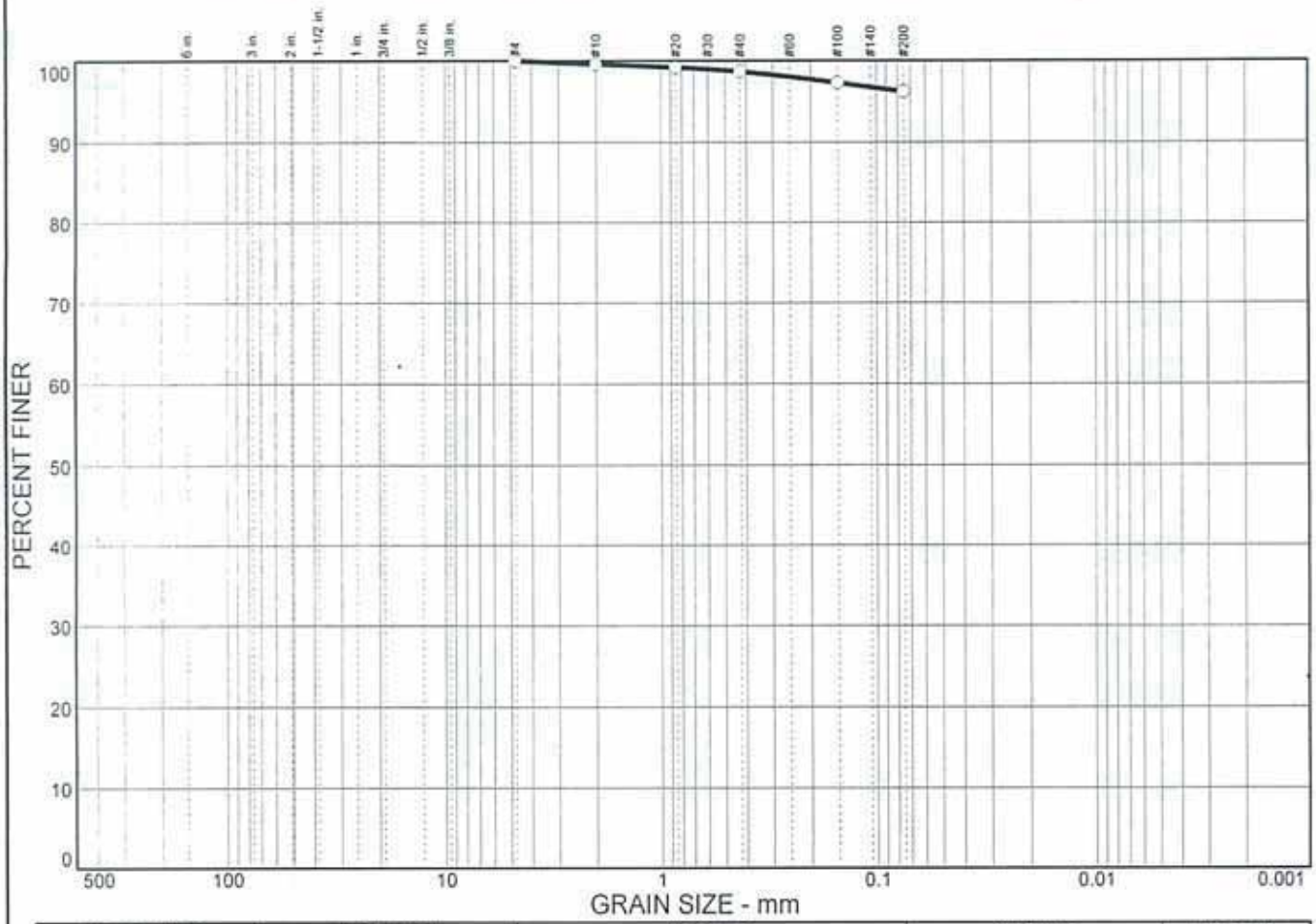
SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
•	B-38	S-2	2' - 4'	21.3 %	20	44	24	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	0.0	3.8	96.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	99.6		
#20	99.2		
#40	98.7		
#100	97.3		
#200	96.2		

* (no specification provided)

Soil Description

B-38, S-2: 2' - 4'

Atterberg Limits

PL= 20 LL= 44 PI= 24

Coefficients

D_{85}= D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-124

Sample No.: S-2 Source of Sample: B-38 Date: 2-14-14
Location: B-38, S-2: 2' - 4' Elev./Depth: 2' - 4'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Western New York Office
5167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

Laboratory Test Report

PROJECT: **Proposed Westwood Country Club Development Project**

CLIENT: **Mensch Capital Partners, LLC.**

DATE: **February 14, 2014**

PROJECT NO.: BE-13-192
REPORT NO.: LTR-2

SAMPLE NUMBER: 14-125
SAMPLE LOCATION: B-40, S-4: 6' – 8'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
12.0 %	25	14	11

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

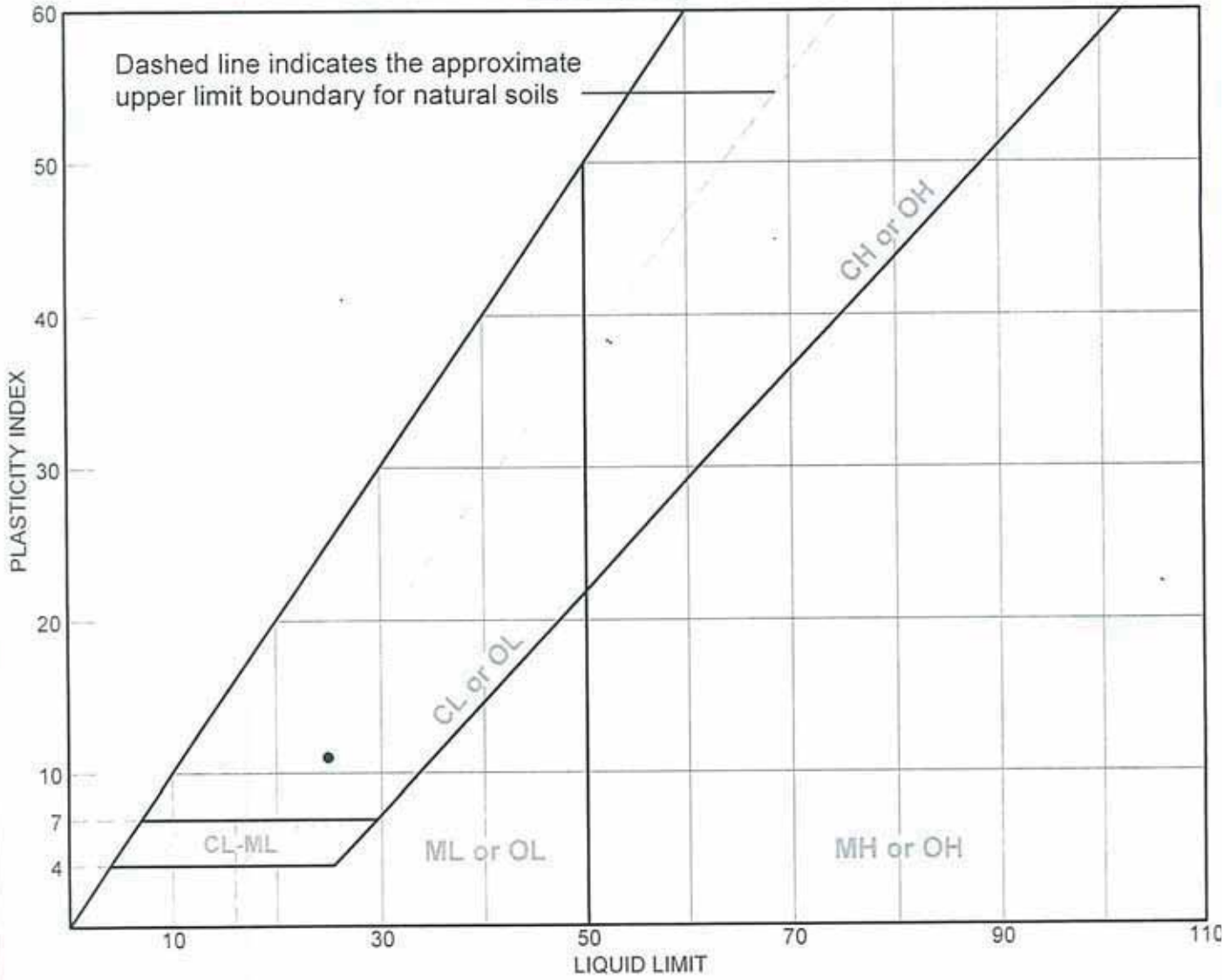
Value of Initial Water Content = 31.5 %
Value of Shrinkage Limit = 13
Value of Shrinkage Ratio = 1.95

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
3/8"	100.0
¼"	98.8
#4	97.8
#10	95.8
#20	94.0
#40	92.6
#100	88.6
#200	83.0

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-40	S-4	6' - 8'	12.0 %	14	25	11	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC

Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT

Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	2.2	14.8	83.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375 in.	100.0		
.25 in.	98.8		
#4	97.8		
#10	95.8		
#20	94.0		
#40	92.6		
#100	88.6		
#200	83.0		

* (no specification provided)

Soil Description

B-40, S-4: 6' - 8'

Atterberg Limits

PL= 14 LL= 25 PI= 11

Coefficients

D_{85}= 0.0941 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-125

Sample No.: S-4 Source of Sample: B-40 Date: 2-14-14
Location: B-40, S-4: 6' - 8' Elev./Depth: 6' - 8'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Western New York Office
5167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

Laboratory Test Report

PROJECT: Proposed Westwood Country Club Development Project

CLIENT: Mensch Capital Partners, LLC.

DATE: February 14, 2014

PROJECT NO.: BE-13-192
REPORT NO.: LTR-2

SAMPLE NUMBER: 14-126
SAMPLE LOCATION: B-46, S-3: 4' – 6'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil & Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
28.1 %	61	25	36

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

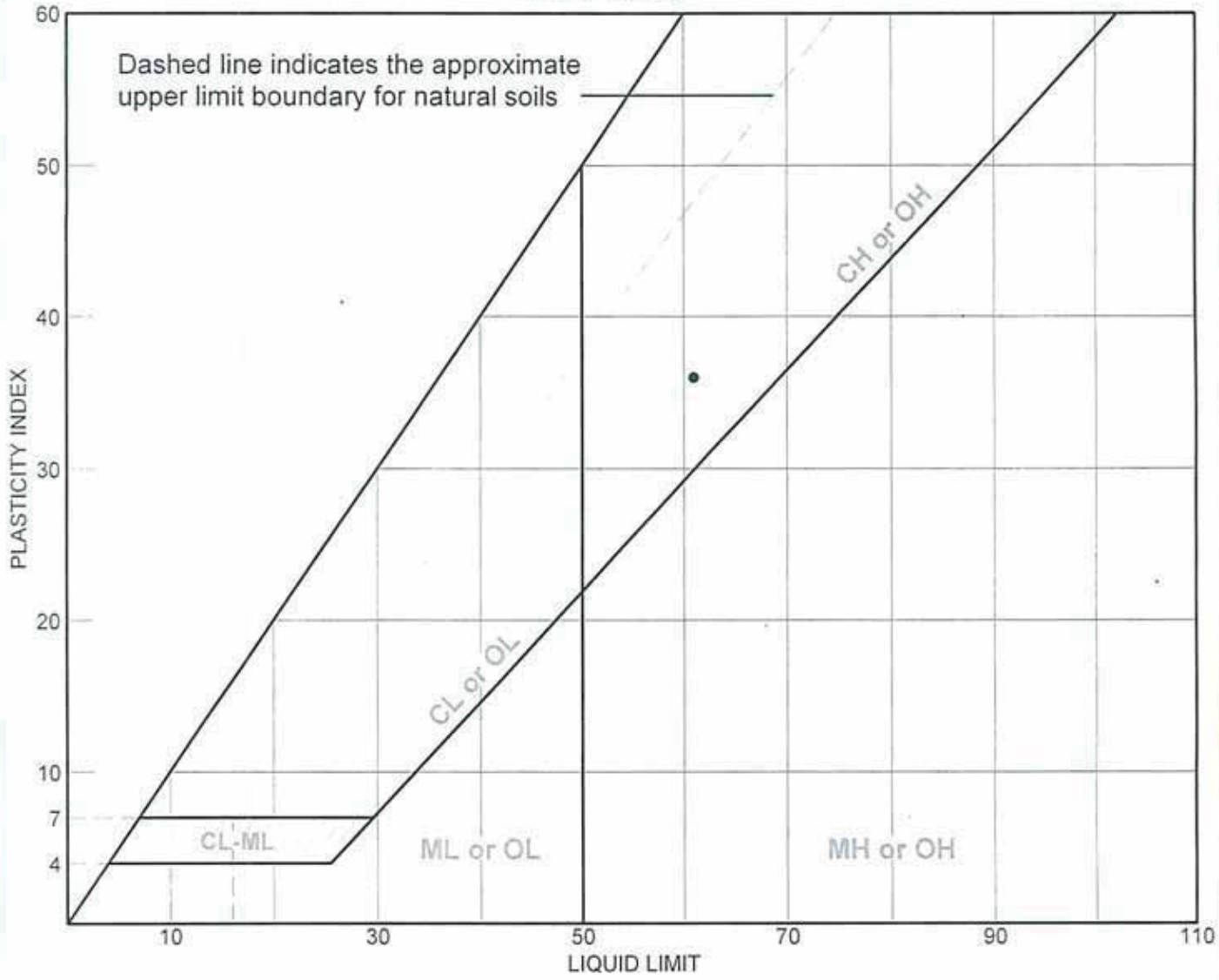
Value of Initial Water Content = 66.6 %
Value of Shrinkage Limit = 22
Value of Shrinkage Ratio = 1.65

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
#4	100.0
#10	99.9
#20	99.9
#40	99.7
#100	99.4
#200	99.2

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

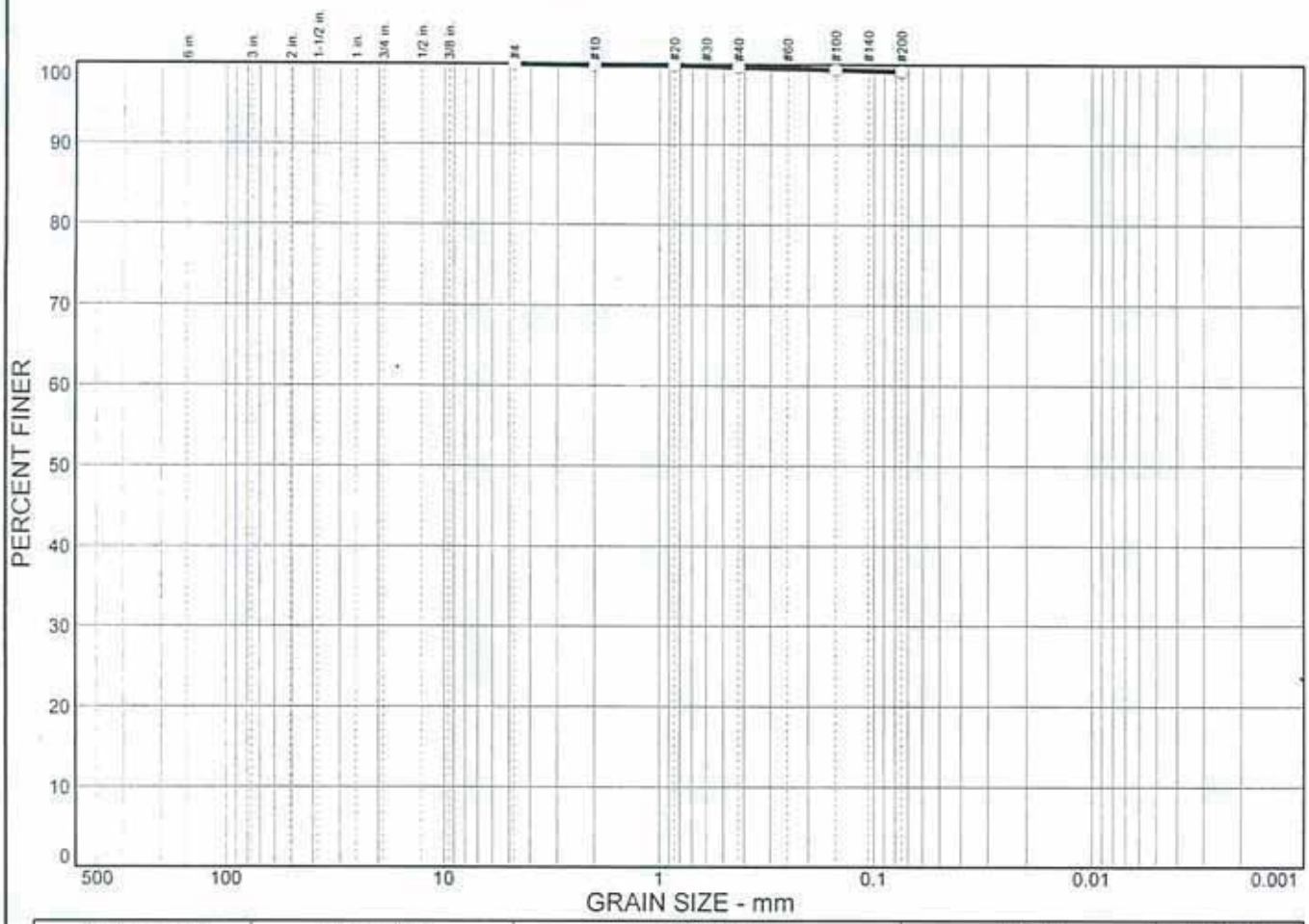
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-46	S-3	4' - 6'	28.1 %	25	61	36	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	0.0	0.8	99.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	99.9		
#20	99.9		
#40	99.7		
#100	99.4		
#200	99.2		

* (no specification provided)

Soil Description

B-46, S-3: 4' - 6'

Atterberg Limits

PL= 25 LL= 61 PI= 36

Coefficients

D_{85}= D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-126

Sample No.: S-3 Source of Sample: B-46 Date: 2-14-14
Location: B-46, S-3: 4' - 6' Elev./Depth: 4' - 6'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Western New York
5167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

SERVICES, INC.

Laboratory Test Report

PROJECT: Proposed Westwood Country Club Development Project

CLIENT: Mensch Capital Partners, LLC.

DATE: February 14, 2014

PROJECT NO.: BE-13-192
REPORT NO.: LTR-2

SAMPLE NUMBER: 14-127
SAMPLE LOCATION: B-48, S-5: 8' – 10'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock
ASTM D-4318: Liquid Limit, Plastic Limit, and Plasticity Index of Soil

Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index
11.8 %	23	13	10

ASTM D-427: Shrinkage Factors of Soils by the Mercury Method

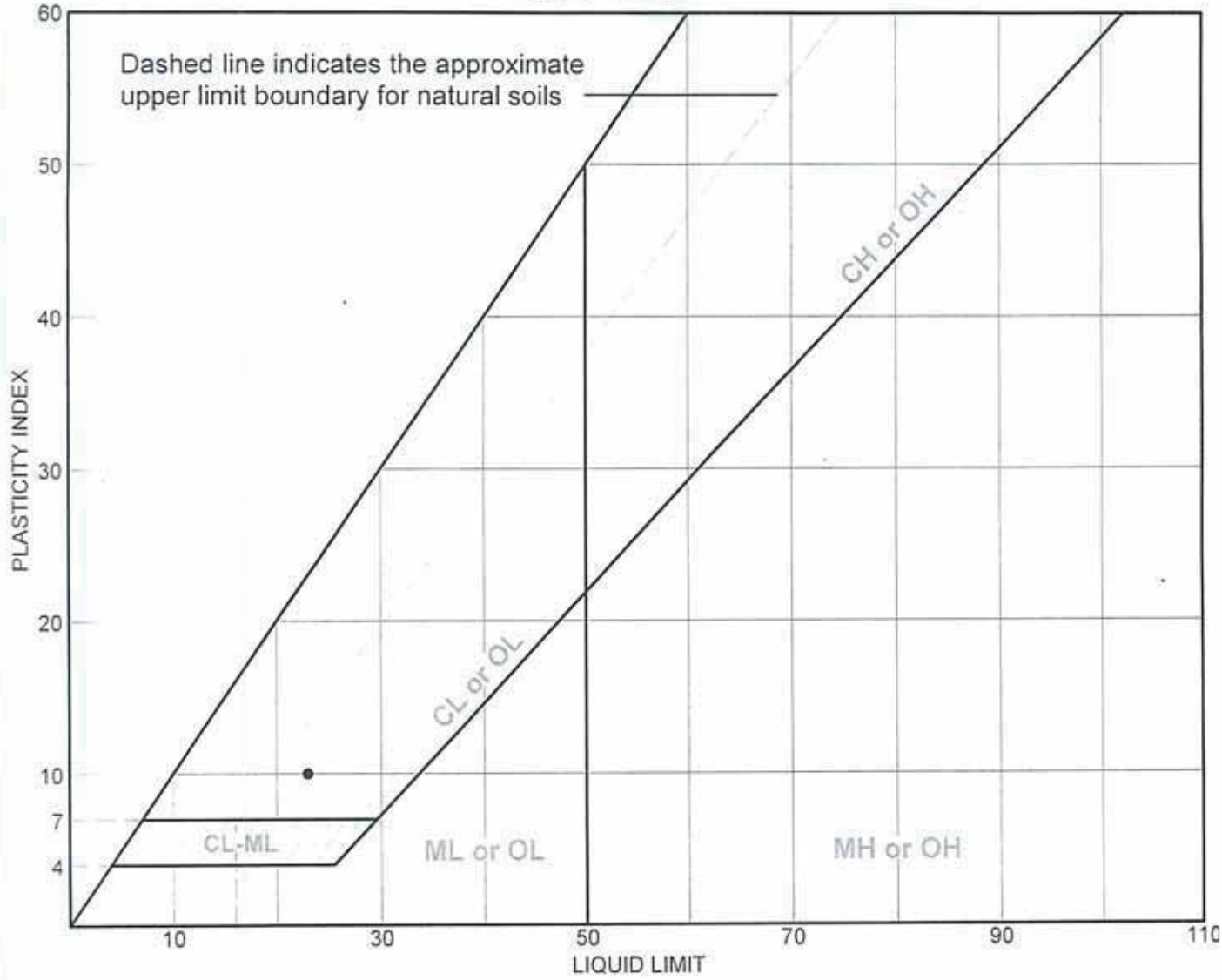
Value of Initial Water Content = 34.4 %
Value of Shrinkage Limit = 14
Value of Shrinkage Ratio = 1.94

ASTM C-136: Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	*Percent Passing*
3/8"	100.0
¼"	97.9
#4	96.2
#10	93.0
#20	90.5
#40	88.5
#100	83.5
#200	77.1

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-48	S-5	8' - 10'	11.8 %	13	23	10	

SJB SERVICES, INC.

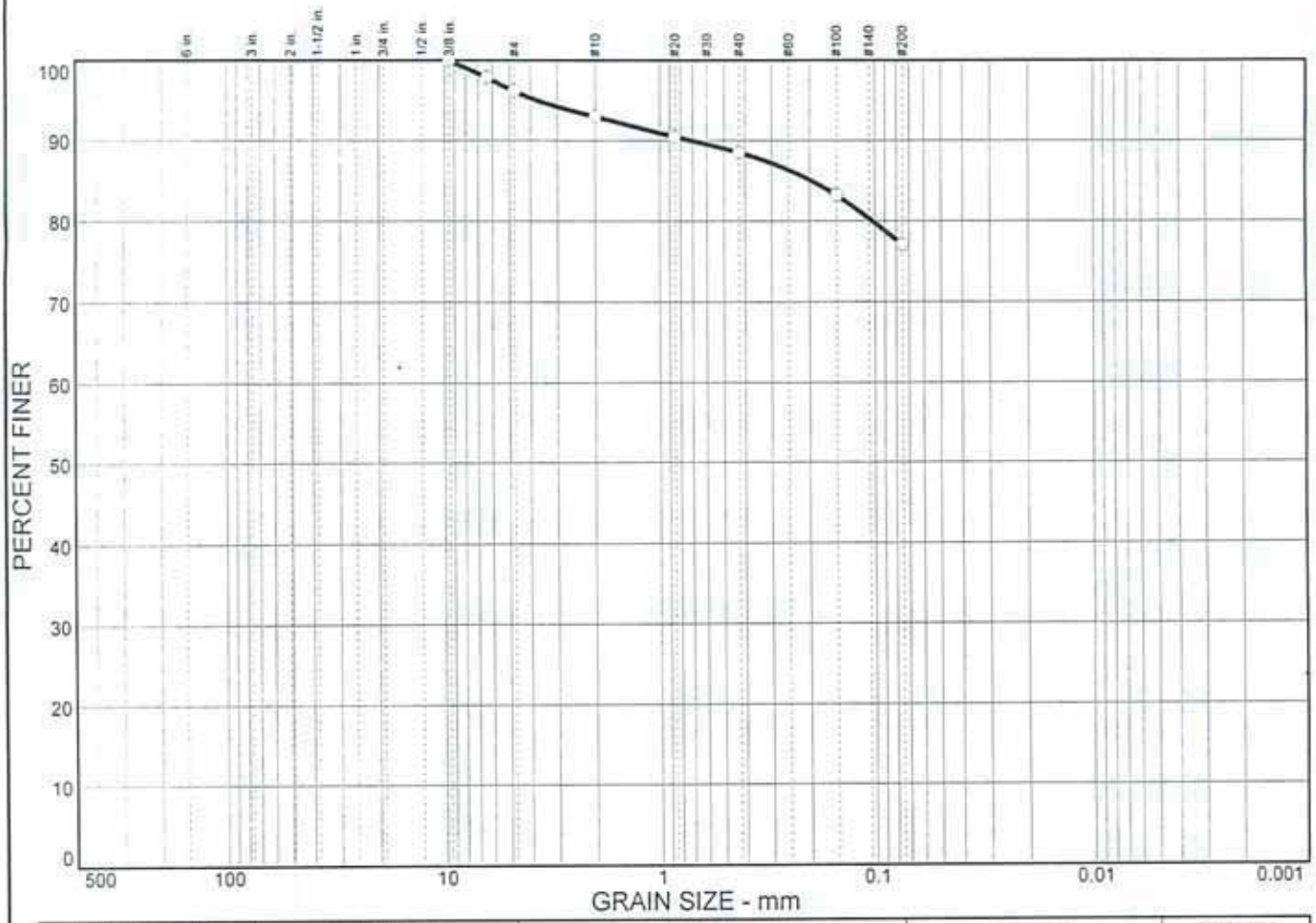
Client: MENSCH CAPITAL PARTNERS, LLC

Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT

Project No.: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ASTM C-136: Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	3.8	19.1	77.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375 in.	100.0		
.25 in.	97.9		
#4	96.2		
#10	93.0		
#20	90.5		
#40	88.5		
#100	83.2		
#200	77.1		

* (no specification provided)

Soil Description

B-48, S-5: 8' - 10'

Atterberg Limits

PL= 13 LL= 23 PI= 10

Coefficients

D_{85}= 0.196 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

SAMPLE NUMBER: 14-128

Sample No.: S-5 Source of Sample: B-48 Date: 2-14-14
Location: B-48, S-5: 8' - 10' Elev./Depth: 8' - 10'

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No: BE-13-192

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC.
Contract Drilling and Testing

Rochester Office
535 Summit Point Drive
Henrietta, NY 14467
Phone: 585-359-2730
Fax: 585-359-9668

Summary of Laboratory Testing

Project: Westwood Country Club Development Project **Date:** 02-03-2014
Client: Mensch Capital Partners
Project Number: BE-13-192

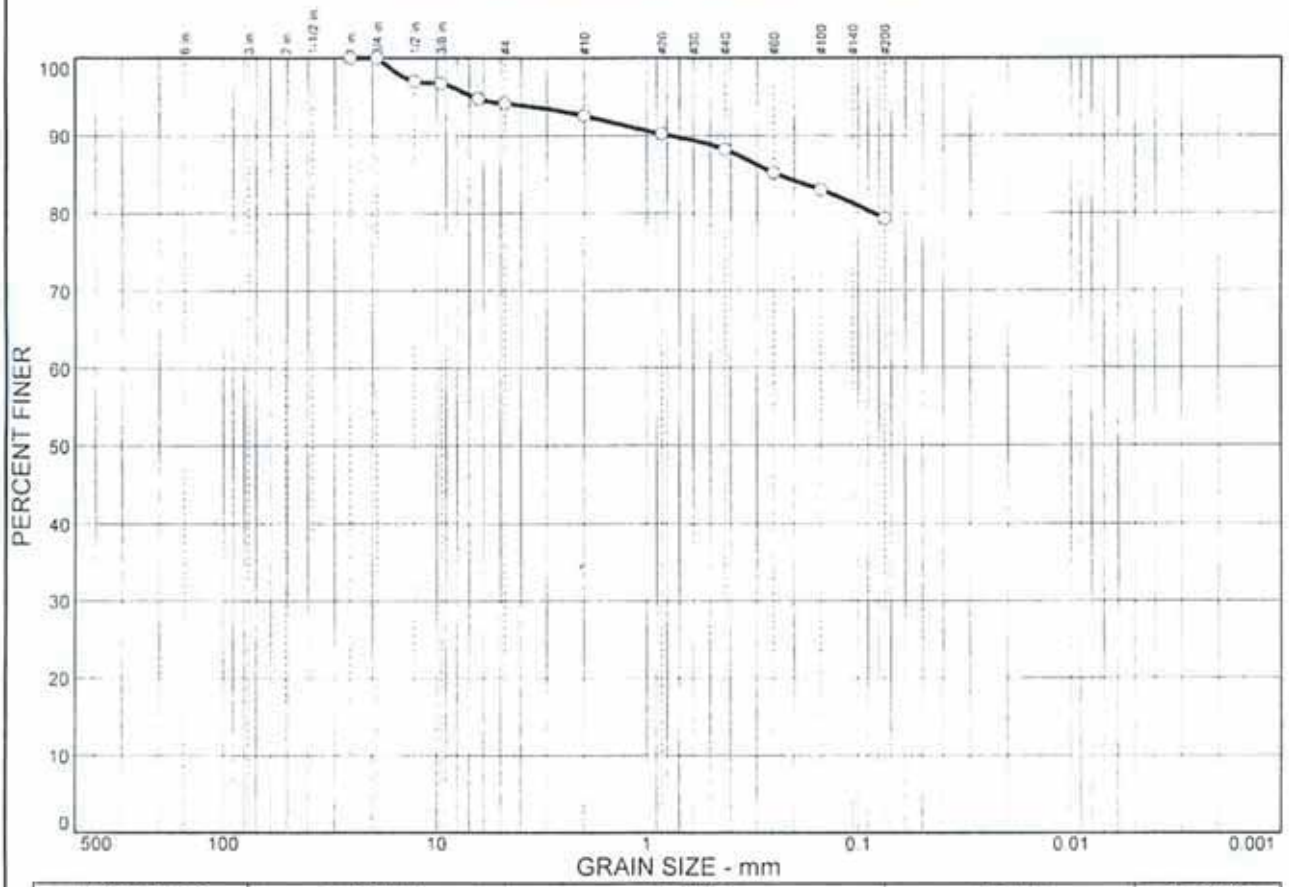
Lab Id#	Location	Depth (ft)	Moisture Content (%)
14-035	B-6, S-2	2 – 4	4.5
14-036	B-6, S-3	4 – 6	11.3
14-037	B-6, S-4	6 – 8	10.3
14-042	B-34, S-2	2 – 4	6.1
14-043	B-34, S-3	4 – 6	5.9
14-044	B-34, S-4	6 – 8	12.0
14-045	B-34, S-5	8 – 10	10.1

SJB Laboratory Technician: William Gilmore

Respectfully submitted:
SJB Services, Inc.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	5.8	14.9	79.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1 in.	100.0		
3/4 in.	100.0		
1/2 in.	97.0		
3/8 in.	96.7		
1/4 in.	94.8		
#4	94.2		
#10	92.6		
#20	90.2		
#40	88.2		
#60	85.2		
#100	83.0		
#200	79.3		

* (no specification provided)

Soil Description

Fines, Little Sand, Trace Gravel

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 0.240 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

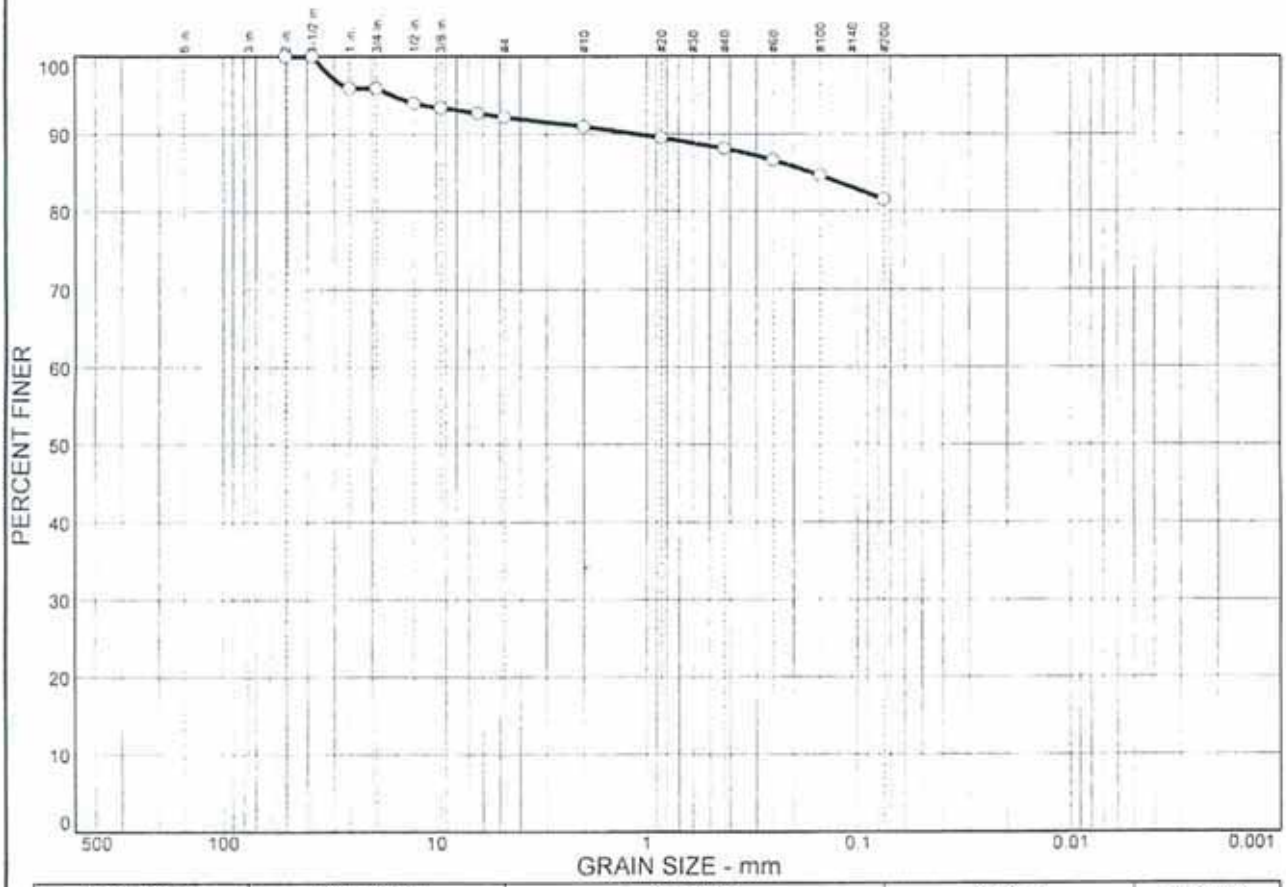
Sample No.: 14-038 Source of Sample: B-6 Date: 02-03-2014
Location: B-6 Elev./Depth: 2' - 8'

SJB SERVICES, INC.

Client: Mensch Capital Partners
Project: Westwood Country Club development Project
Project No: BE-13-192 Plate 14-038

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	7.8	10.7	81.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
2 in.	100.0		
1.5 in.	100.0		
1 in.	95.9		
3/4 in.	95.9		
1/2 in.	94.0		
3/8 in.	93.4		
1/4 in.	92.7		
#4	92.2		
#10	91.0		
#20	89.5		
#40	88.1		
#60	86.6		
#100	84.6		
#200	81.5		

* (no specification provided)

Soil Description

Fines, Trace Sand, Trace Gravel

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 0.165 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Sample No.: 14-046 Source of Sample: B-34 Date: 02-03-2014
Location: B-34 Elev./Depth: 2' - 10'

SJB SERVICES, INC.

Client: Mensch Capital Partners
Project: Westwood Country Club development Project
Project No: BE-13-192 Plate 14-046

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Rochester Office
535 Summit Point Drive
Henrietta, NY 14467

LABORATORY D.I.P.R.A. TESTS

Project: Westwood Country Club

Project Number: BE-13-192

Town /City: N/A

Date: 02-03-2014

Client: Mensch Capital Partners

Technician: William Gilmore

Summary of Laboratory Analysis Soil

Lab ID:	Location:	Resistivity (Ohm-cm)	Redox (mv)	PH	Sulfides (+,T,-)	% Moisture Content (wet, moist, dry)	TOTAL POINTS
		Points	*Points*	*Points*	*Points*	*Points*	
14-038	B-6 Composite	*15,000*	*-35.2*	*6.95*	-	*Moist (9.5%)*	6
	Depth = 2' – 8'	*0*	*5*	*0*	*0*	*1*	
14-046	B-34 Composite	*11,500*	*-22.6*	*6.35*	-	*Moist (8.9%)*	6
	Depth = 2' – 10'	*0*	*5*	*0*	*0*	*1*	

Per the Ductile Iron Pipe Research Association (DIPRA), point totals 10 or greater should be considered for Cathodic Protection.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Contract
Drilling
and
Testing

Rochester Office
535 Summit Point Drive
Henrietta, NY 14467
Phone: 585-359-2730
Fax: 585-359-9668

Summary of Laboratory Testing

Project:	Westwood Country Club Development Project	**Date:**	02-03-2014
Client:	Mensch Capital Project		
Project Number:	BE-13-192		

Lab#	Location	Depth (Feet)	Chlorides (ppm)	Sulfates (ppm)
14-038	B-6 Composite	2 – 8	15	ND
14-046	B-34 Composite	2 –10	10	ND

SJB Laboratory Technician: William Gilmore

Respectfully submitted:
SJB Services, Inc.

Chuck Guzzetta
District Manager

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Contract
Drilling
and
Testing

SJB SERVICES, INC.

Rochester Office
535 Summit Point Drive
Henrietta, NY 14467
Phone: 585-359-2730
Fax: 585-359-9668

Summary of Laboratory Testing

Project: Proposed Westwood Country Club Development Project **Date:** 02-24-2014
Client: Mensch Capital Partners, LLC
Project Number:

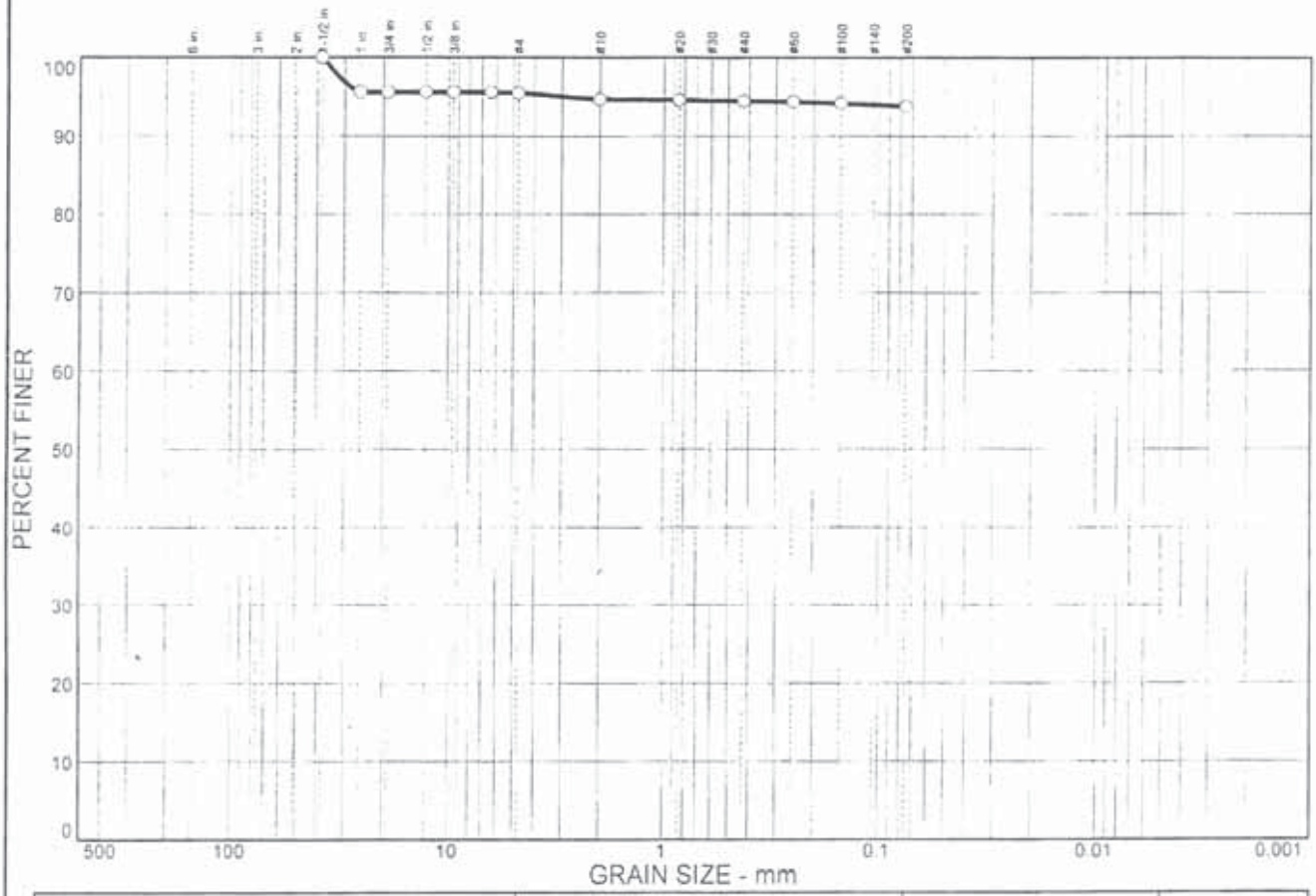
Lab Id#	Location	Depth (ft)	Moisture Content (%)
14-121	B-45	2 – 4	23.1
14-122	B-45	4 – 6	23.4
14-123	B-45	6 – 8	28.6
14-124	B-45	8 – 10	20.2
14-125	B-45	2 – 10	23.9

SJB Laboratory Technician: William Gilmore

Respectfully submitted:
SJB Services, Inc.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	4.5	1.7	93.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.5 in.	100.0		
1 in.	95.6		
3/4 in.	95.6		
1/2 in.	95.6		
3/8 in.	95.6		
1/4 in.	95.6		
#4	95.5		
#10	94.7		
#20	94.6		
#40	94.5		
#60	94.4		
#100	94.2		
#200	93.8		

* (no specification provided)

Soil Description

Fines, Trace Gravel, Trace Sand

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Sample No.: 14-125 Source of Sample: B-45 Composite Date: 02-24-2014
Location: B-45 Composite Elev./Depth: 2' - 10'

SJB SERVICES, INC.

Client: Mensch Capital Partners
Project: Westwood Country Club development Project
Project No: BE-13-192 Plate 14-125

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Rochester Office
535 Summit Point Drive
Henrietta, NY 14467

LABORATORY D.I.P.R.A. TESTS

Project: Westwood Country Club

Project Number: BE-13-192

Town /City: N/A

Date: 02-24-2014

Client: Mensch Capital Partners

Technician: William Gilmore

Summary of Laboratory Analysis Soil

Lab ID:	Location:	Resistivity (Ohm-cm)	Redox (mv)	PH	Sulfides (+,T,-)	% Moisture Content (wet, moist, dry)	TOTAL POINTS
		Points	*Points*	*Points*	*Points*	*Points*	
14-125	B-45 Composite Depth = 2' – 10'	*2,700* *1*	*9.0* *4*	*7.55* *0*	- *0*	*Wet (23.9%)* *2*	**7**

Per the Ductile Iron Pipe Research Association (DIPRA), point totals 10 or greater should be considered for Cathodic Protection.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SJB SERVICES, INC.
Contract Drilling and Testing

Rochester Office
535 Summit Point Drive
Henrietta, NY 14467
Phone: 585-359-2730
Fax: 585-359-9668

Summary of Laboratory Testing

Project: Westwood Country Club Development Project **Date:** 02-24-2014
Client: Mensch Capital Project
Project Number: BE-13-192

Lab#	Location	Depth (Feet)	Chlorides (ppm)	Sulfates (ppm)
14-125	B-6 Composite	2 –10	18	ND

SJB Laboratory Technician: William Gilmore

Respectfully submitted:
SJB Services, Inc.

Chuck Guzzetta
District Manager

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

APPENDIX C

EXISTING SITE INFORMATION

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

APPENDIX C1

SOIL SURVEY INFORMATION

Unified Soil Classification (Surface)—Erie County, New York
(Westwood Country Club)



Map Scale: 1:8,660 if printed on A portrait (8.5" x 11") sheet.

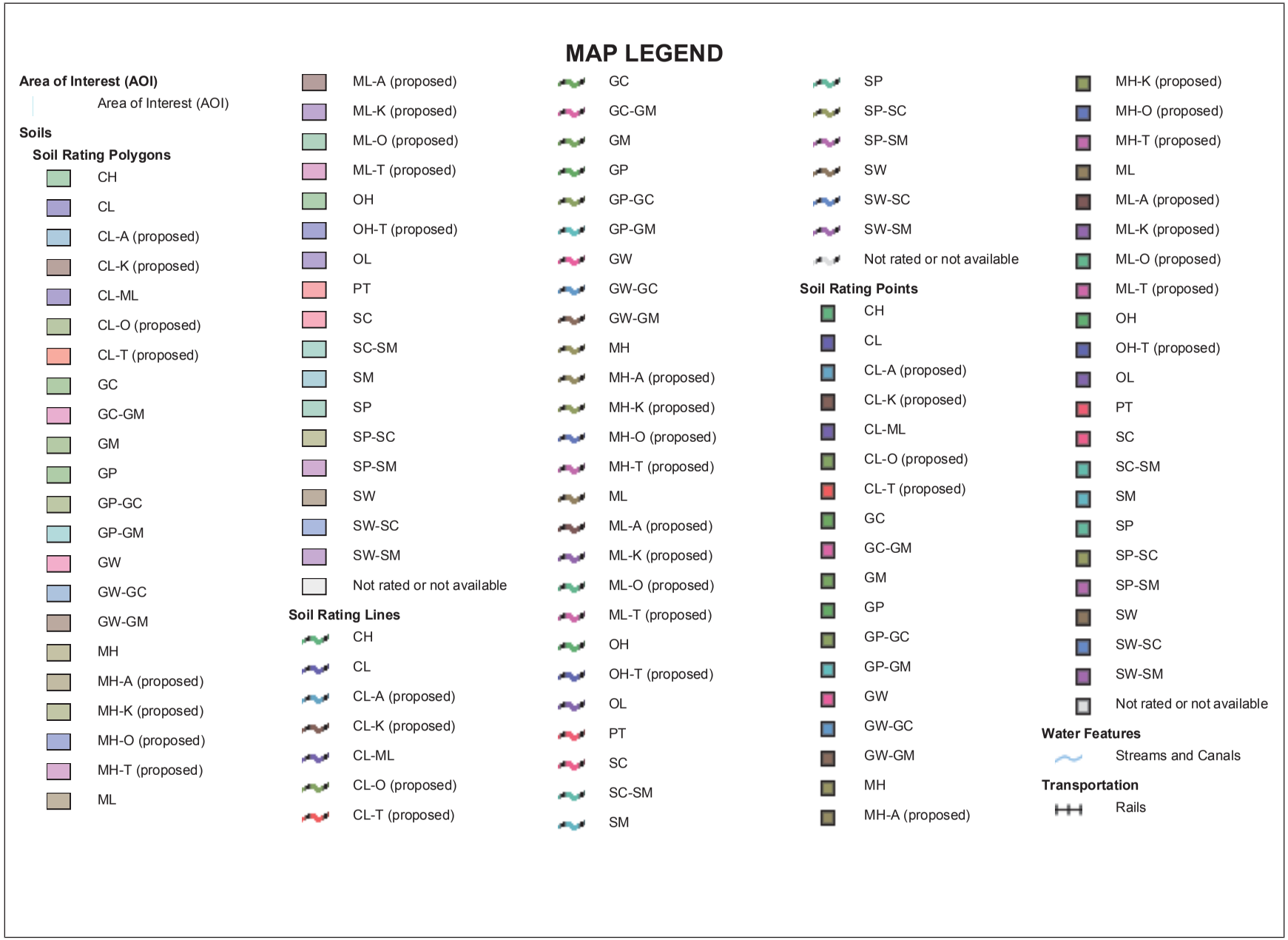
N

Meters
0 100 200 400 600

Feet
0 400 800 1600 2400

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)



Packet Pg. 468
13.A.4.b
Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

MAP INFORMATION

- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:15,800.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Erie County, New York
Survey Area Data: Version 11, Dec 1, 2011

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 2, 2010—Jul 1, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Packet Pg. 469
13.A.4.b
Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Unified Soil Classification (Surface)

Unified Soil Classification (Surface)— Summary by Map Unit — Erie County, New York (NY029)				
Map unit symbol	**Map unit name**	**Rating**	**Acres in AOI**	**Percent of AOI**
CrA	Claverack loamy fine sand, 0 to 3 percent slopes	SM	36.1	14.9%
Cv	Cosad loamy fine sand	SM	25.9	10.7%
La	Lakemont silt loam	CL	8.2	3.4%
Od	Odessa silt loam	ML	77.6	32.0%
SaA	Schoharie silt loam, 0 to 3 percent slopes	CL	7.4	3.1%
SaB	Schoharie silt loam, 3 to 8 percent slopes	CL	41.8	17.2%
Sw	Swormville clay loam	CL	8.2	3.4%
Te	Teel silt loam	CL	15.4	6.3%
Ut	Urban land-Odessa complex		13.4	5.5%
W	Water		2.9	1.2%
Wd	Wayland silt loam	ML	5.9	2.4%
Totals for Area of Interest			**242.8**	**100.0%**

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Description

The Unified soil classification system classifies mineral and organic mineral soils for engineering purposes on the basis of particle-size characteristics, liquid limit, and plasticity index. It identifies three major soil divisions: (i) coarse-grained soils having less than 50 percent, by weight, particles smaller than 0.074 mm in diameter; (ii) fine-grained soils having 50 percent or more, by weight, particles smaller than 0.074 mm in diameter; and (iii) highly organic soils that demonstrate certain organic characteristics. These divisions are further subdivided into a total of 15 basic soil groups. The major soil divisions and basic soil groups are determined on the basis of estimated or measured values for grain-size distribution and Atterberg limits. ASTM D 2487 shows the criteria chart used for classifying soil in the Unified system and the 15 basic soil groups of the system and the plasticity chart for the Unified system.

The various groupings of this classification correlate in a general way with the engineering behavior of soils. This correlation provides a useful first step in any field or laboratory investigation for engineering purposes. It can serve to make some general interpretations relating to probable performance of the soil for engineering uses.

For each soil horizon in the database one or more Unified soil classifications may be listed. One is marked as the representative or most commonly occurring. The representative classification is shown here for the surface layer of the soil.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: *None Specified*

Tie-break Rule: Lower

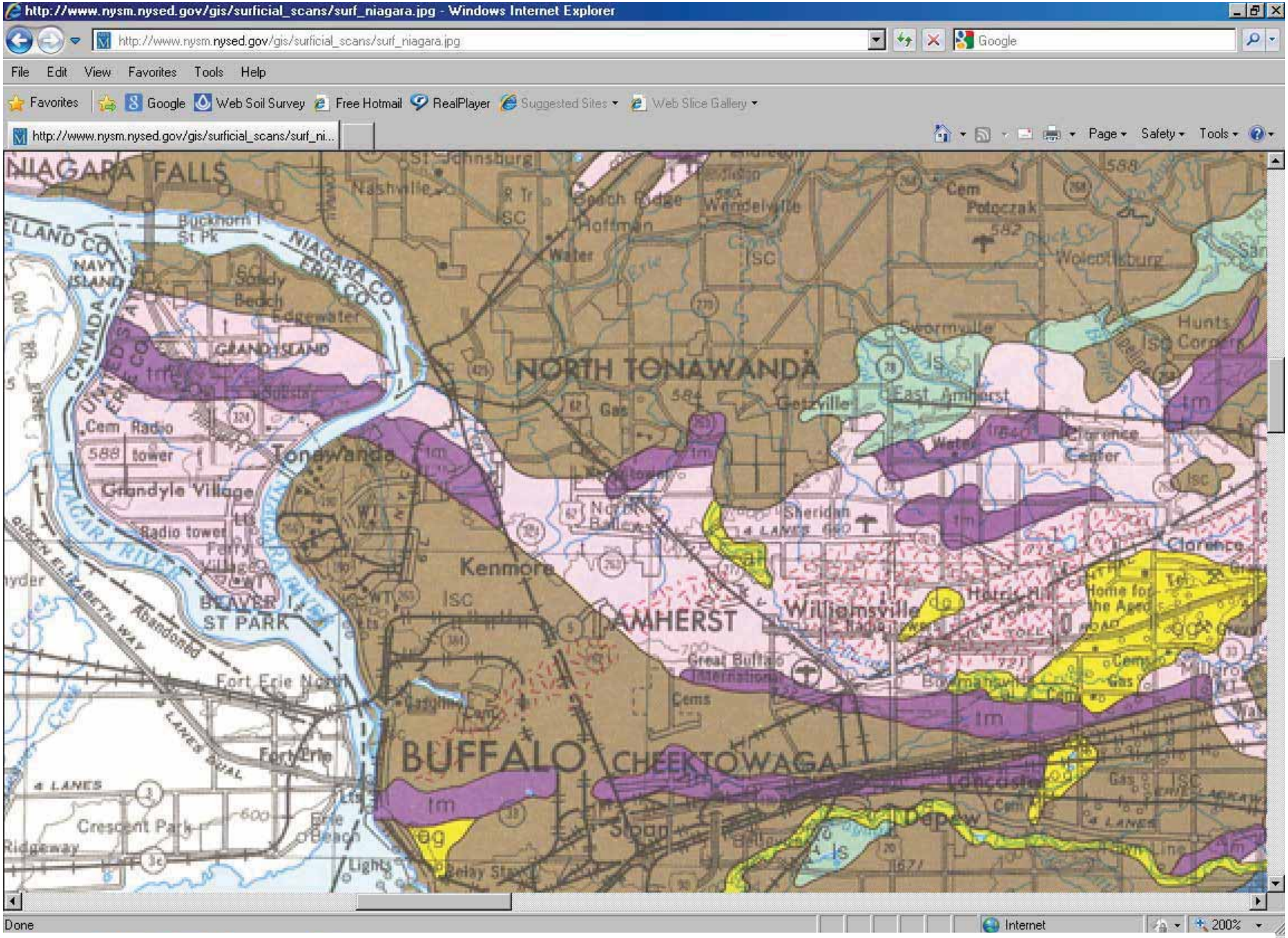
Layer Options (Horizon Aggregation Method): Surface Layer (Not applicable)

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

APPENDIX C2

SURFICIAL AND BEDROCK GEOLOGY


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http://www.nysm.nysed.gov/gis/surficial_scans/surf_ni...
Page Safety Tools
NIAGARA FALLS
NORTH TONAWANDA
Tonawanda
Kenmore
AMHERST
Williamsville
BUFFALO
CHEEKTOWAGA
Grandyle Village
Getzville
East Amherst
Clarence
Clarence Center
Sheridan
Hoffman
Wolcottsburg
Swormville
Hunts Corners
Crescent Park
Fort Erie
Ridgeway
Sloan
Depew
Lancaster
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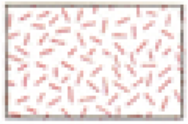
generally more permeable than till,
deposition adjacent to ice,
more variably drained,
may include ablation till,
thickness variable (10–30 meters).



t — Till
Variable texture (e.g. clay, silt-clay, boulder clay),
usually poorly sorted diamict,
deposition beneath glacier ice,
relatively impermeable (loamy matrix),
variable clast content — ranging from abundant well-rounded diverse lithologies in valley tills to relatively angular, more limited lithologies in upland tills, tends to be sandy in areas underlain by gneiss or sandstone,
potential land instability on steep slopes,
thickness variable (1–50 meters).

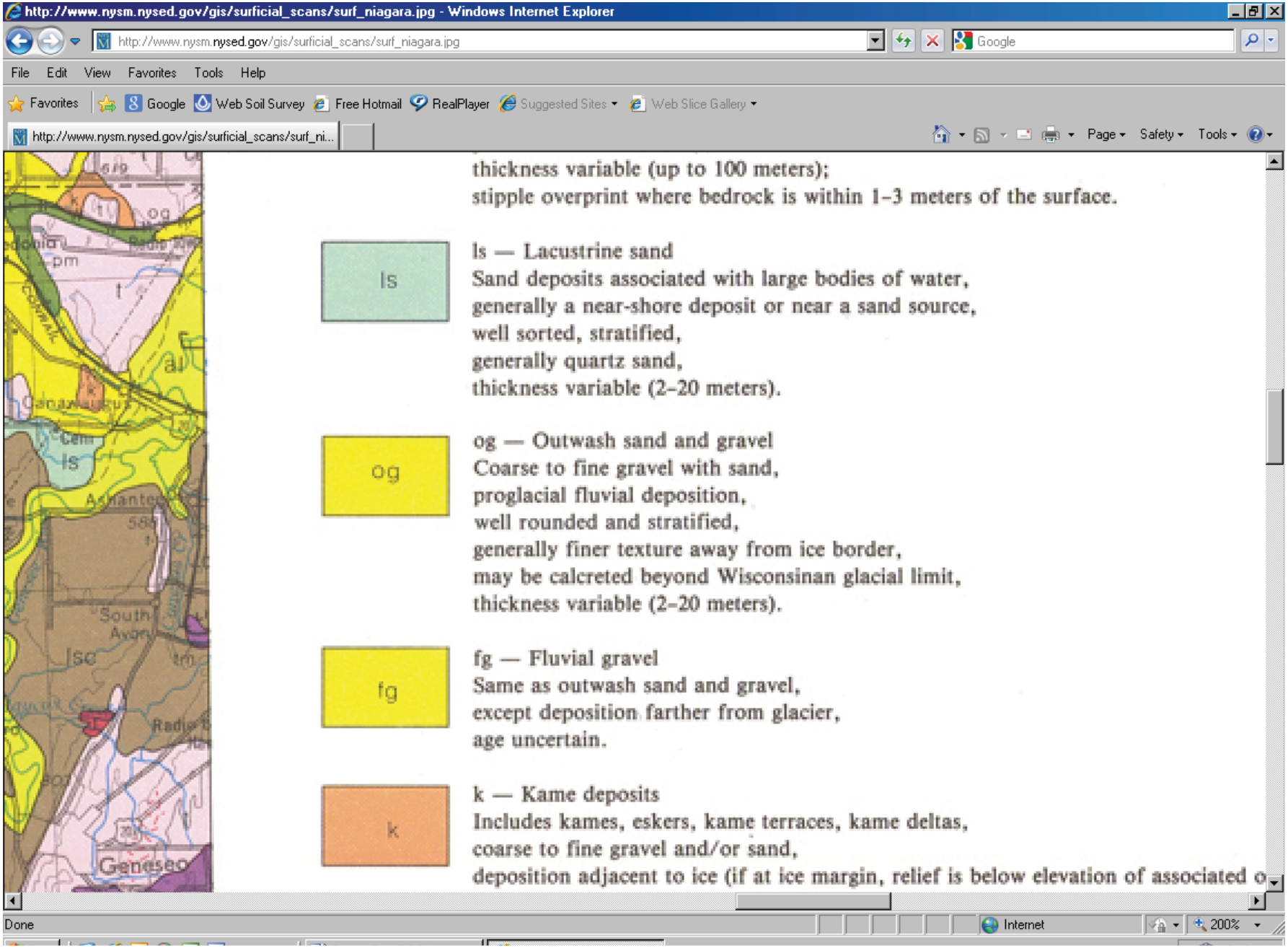


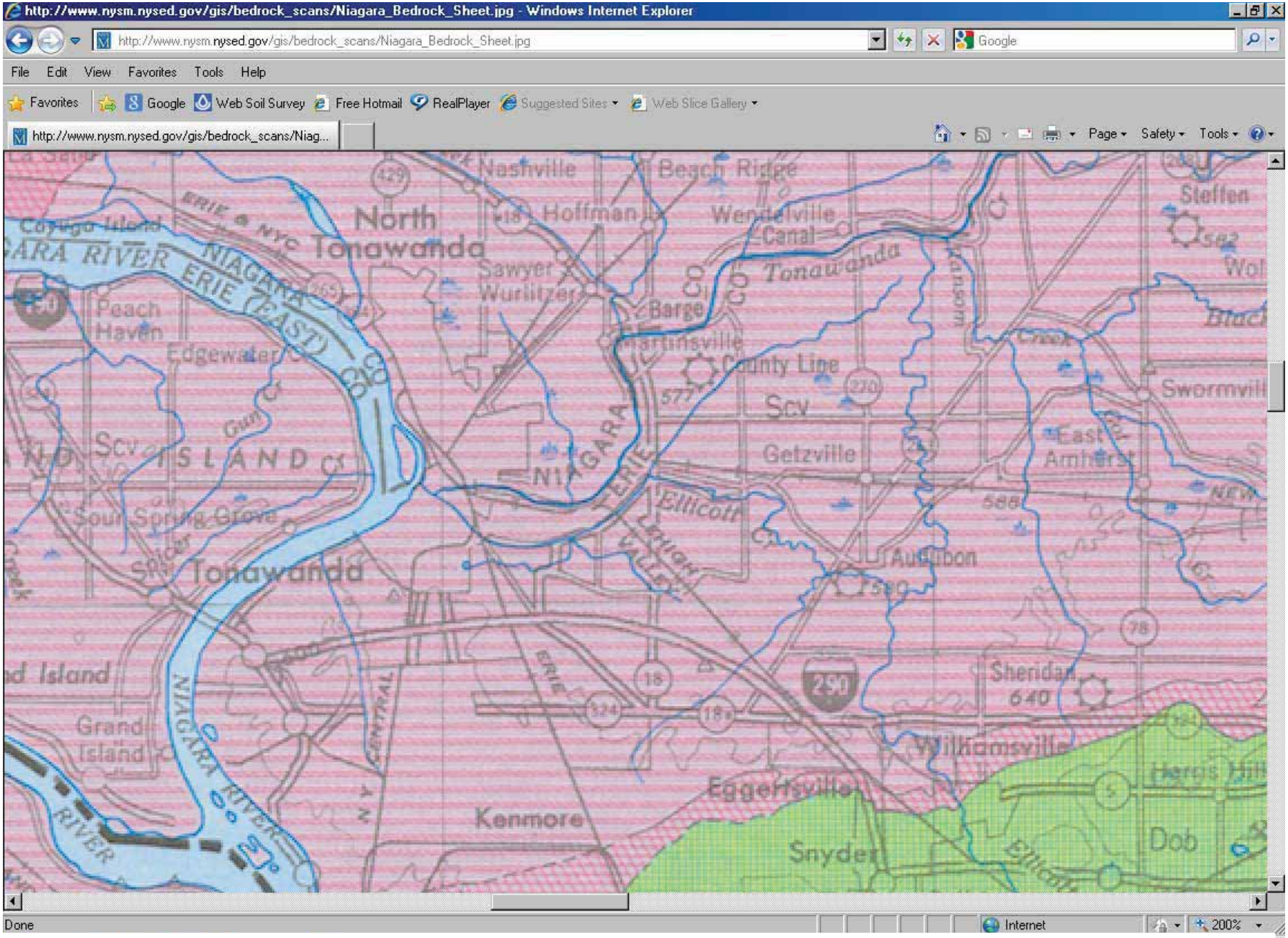
r — Bedrock
Exposed or generally within 1 meter of the surface.



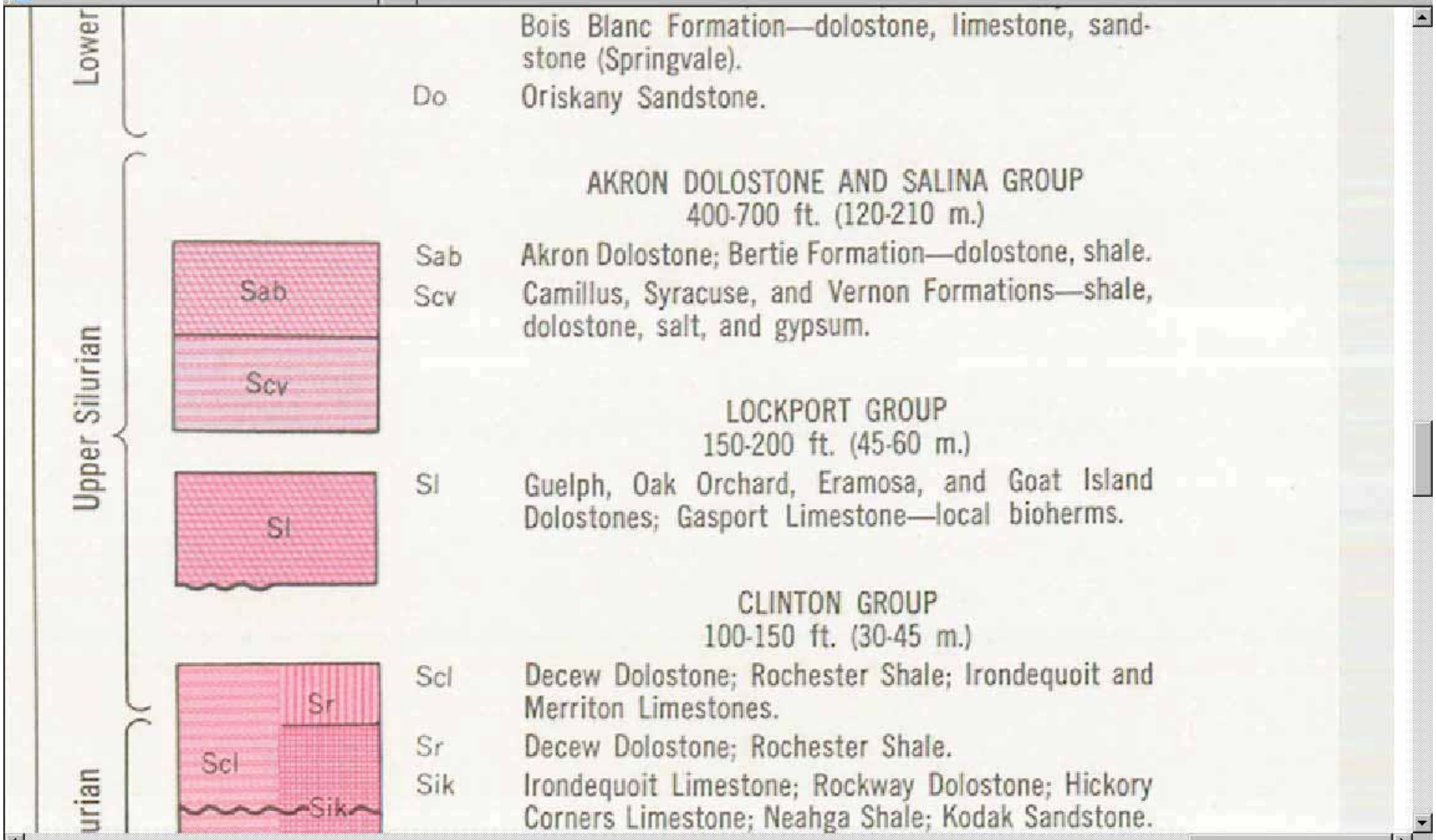
Bedrock stipple overprint
Bedrock may be within 1–3 meters of the surface,
may sporadically crop out,
variable mantle of rock debris and glacial till.

MAP SYMBOLS


http://www.nysm.nysed.gov/gis/surficial_scans/surf_niagara.jpg - Windows Internet Explorer
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http://www.nysm.nysed.gov/gis/surficial_scans/surf_ni...
Page Safety Tools
thickness variable (up to 100 meters);
stipple overprint where bedrock is within 1–3 meters of the surface.
ls
ls — Lacustrine sand
Sand deposits associated with large bodies of water,
generally a near-shore deposit or near a sand source,
well sorted, stratified,
generally quartz sand,
thickness variable (2–20 meters).
og
og — Outwash sand and gravel
Coarse to fine gravel with sand,
proglacial fluvial deposition,
well rounded and stratified,
generally finer texture away from ice border,
may be calcreted beyond Wisconsinan glacial limit,
thickness variable (2–20 meters).
fg
fg — Fluvial gravel
Same as outwash sand and gravel,
except deposition farther from glacier,
age uncertain.
k
k — Kame deposits
Includes kames, eskers, kame terraces, kame deltas,
coarse to fine gravel and/or sand,
deposition adjacent to ice (if at ice margin, relief is below elevation of associated o
Geneseo
Done
Internet
200%


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Nashville
Beach Ridge
Hoffman
Wendelville
Canal
Steffen
North Tonawanda
Sawyer
Wurlitzer
Tonawanda
Barge
Martinsville
County Line
Peach Haven
Edgewater
Scv
Getzville
East Amherst
ISLAND
Tonawanda
Ellicott
Audubon
Sheridan
640
Grand Island
Williamsville
Eggertsville
Kenmore
Snyder
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Bois Blanc Formation—dolostone, limestone, sandstone (Springvale).

Do Oriskany Sandstone.

AKRON DOLOSTONE AND SALINA GROUP
400-700 ft. (120-210 m.)

Sab Akron Dolostone; Bertie Formation—dolostone, shale.

Scv Camillus, Syracuse, and Vernon Formations—shale, dolostone, salt, and gypsum.

LOCKPORT GROUP
150-200 ft. (45-60 m.)

Sl Guelph, Oak Orchard, Eramosa, and Goat Island Dolostones; Gasport Limestone—local bioherms.

CLINTON GROUP
100-150 ft. (30-45 m.)

Scl Decew Dolostone; Rochester Shale; Irondequoit and Merriton Limestones.

Sr Decew Dolostone; Rochester Shale.

Sik Irondequoit Limestone; Rockway Dolostone; Hickory Corners Limestone; Neahga Shale; Kodak Sandstone.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

APPENDIX C3

FLOOD PLAIN MAPPING

Erie County On-Line Mapping System





Legend

- Base Flood Elevation
- Flood Hazard Lines
  - <all other values>
  - 0.2 PCT ANNUAL CHANCE FLOO
  - 0.2 PCT ANNUAL CHANCE FLOO
  - 1 PCT ANNUAL CHANCE FLOOD
  - 1 PCT ANNUAL CHNACE FLOOD
  - APPARENT LIMIT
  - AREA NOT INCLUDED
  - END OF SPATIAL EXTENT
  - FLOODWAY
  - ZONE BREAK/ FLOODWAY
  - FLOWAGE EASEMENT BOUNDAI
  - LIMIT OF DETAILED STUDY
  - LIMIT OF DETAILED STUDY/ ZON
  - LIMIT OF FLOODWAY
  - LIMIT OF FLOODWAY/ ZONE BRE
  - LIMIT OF STUDY
  - SOURCE BOUNDARY
  - STATE ENCROACHEMENT LINE
  - ZONE BREAK
  - ZONE D
  - Not Printed / ZONE D
- Cross Section Lines
- Streets and Highways
  - Interstate
  - Primary State Road
  - Secondary State Road
  - County Road
  - Local Road
- Parcels

1: 10,476

Notes

Enter Map Description

.3 0 0.17 0.3 Miles

rie County and its officials and employees assume no responsibility or legal liability for the accuracy, completeness, liability, timeliness, or usefulness of any information provided. Tax parcel data was prepared for tax purposes only and not to

ERIE COUNTY, NEW YORK
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GEOGRAPHIC INFORMATION SERVICES

APPENDIX D

GEOTECHNICAL REPORT LIMITATIONS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

GEOTECHNICAL REPORT LIMITATIONS

Empire Geo-Services, Inc. (Empire) has endeavored to meet the generally accepted standard of care for the services completed, and in doing so is obliged to advise the geotechnical report user of our report limitations. Empire believes that providing information about the report preparation and limitations is essential to help the user reduce geotechnical-related delays, cost over-runs, and other problems that can develop during the design and construction process. Empire would be pleased to answer any questions regarding the following limitations and use of our report to assist the user in assessing risks and planning for site development and construction.

PROJECT SPECIFIC FACTORS: The conclusions and recommendations provided in our geotechnical report were prepared based on project specific factors described in the report, such as size, loading, and intended use of structures; general configuration of structures, roadways, and parking lots; existing and proposed site grading; and any other pertinent project information. Changes to the project details may alter the factors considered in development of the report conclusions and recommendations. *Accordingly, Empire cannot accept responsibility for problems which may develop if we are not consulted regarding any changes to the project specific factors that were assumed during the report preparation.*

SUBSURFACE CONDITIONS: The site exploration investigated subsurface conditions only at discrete test locations. Empire has used judgement to infer subsurface conditions between the discrete test locations, and on this basis the conclusions and recommendations in our geotechnical report were developed. It should be understood that the overall subsurface conditions inferred by Empire may vary from those revealed during construction, and these variations may impact on the assumptions made in developing the report conclusions and recommendations. *For this reason, Empire should be retained during construction to confirm that conditions are as expected, and to refine our conclusions and recommendations in the event that conditions are encountered that were not disclosed during the site exploration program.*

USE OF GEOTECHNICAL REPORT: Unless indicated otherwise, our geotechnical report has been prepared for the use of our client for specific application to the site and project conditions described in the report. *Without consulting with Empire, our geotechnical report should not be applied by any party to other sites or for any uses other than those originally intended.*

CHANGES IN SITE CONDITIONS: Surface and subsurface conditions are subject to change at a project site subsequent to preparation of the geotechnical report. Changes may include, but are not limited to, floods, earthquakes, groundwater fluctuations, and construction activities at the site and/or adjoining properties. *Empire should be informed of any such changes to determine if additional investigative and/or evaluation work is warranted.*

MISINTERPRETATION OF REPORT: The conclusions and recommendations contained in our geotechnical report are subject to misinterpretation. *To limit this possibility, Empire should review project plans and specifications relative to geotechnical issues to confirm that the recommendations contained in our report have been properly interpreted and applied.*

Subsurface exploration logs and other report data are also subject to misinterpretation by others if they are separated from the geotechnical report. This often occurs when copies of logs are given to contractors during the bid preparation process. *To minimize the potential for misinterpretation, the subsurface logs should not be separated from our geotechnical report and the use of excerpted or incomplete portions of the report should be avoided.*

OTHER LIMITATIONS: Geotechnical engineering is less exact than other design disciplines, as it is based partly on judgement and opinion. For this reason, our geotechnical report may include clauses that identify the limits of Empire's responsibility, or that may describe other limitations specific to a project. These clauses are intended to help all parties recognize their responsibilities and to assist them in assessing risks and decision making. Empire would be pleased to discuss these clauses and to answer any questions that may arise.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

APPENDIX B

HEALTH AND SAFETY PLAN

Health and Safety Plan
for
Amherst Central Park-South

Amherst Central Park-South
772 North Forest Road
Amherst, Erie County, New York

Prepared by

C&S Engineers, Inc.
141 Elm Street, Suite 100
Buffalo, New York 14203

December, 2023

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

EMERGENCY PHONE NUMBERS

Emergency Medical Service 911

Police Department.....911

Fire Department.....911

Millard Fillmore Suburban Hospital.....(716) 568-3600

National Response Center .....(800) 424-8802

Poison Control Center .....(800) 222-1222

Center for Disease Control .....(800) 311-3435

NYSDEC Region 9 (Buffalo, New York).....(716) 851-7201

C&S Engineers.....(315) 455-2000

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

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FIGURES

Figure 1 Site Location
Figure 2 Site Detail

Attachment A – Map and Directions to Hospital

Appendix A – Guidance on Incident Investigation and Reporting

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SECTION 1 – GENERAL INFORMATION

This Health and Safety Plan (HASP) addresses health and safety considerations for the activities that personnel employed by C&S Engineers, Inc., (C&S) may be engaged in during site investigation at the Amherst Central Park- South located in Amherst, New York (Site). **Figure 1** and **Figure 2** shows the location and layout of the Site. This HASP will be implemented by the Health and Safety Officer (HSO) during site work.

Compliance with this HASP is required of C&S personnel who enter this Site. The content of the HASP may change or undergo revision based upon additional information made available to the health, safety, and training (H&S) committee, monitoring results or changes in the technical scope of work. Any changes proposed must be reviewed by the H&S committee.

1.1 Responsibilities

Project Manager……	Dan Riker Phone: (716) 847-1630
Health and Safety Manager……	Brent Testut Phone: (315) 703-4376 Cell: (707) 631-8846
Site Health and Safety Officer……..	Cody Martin Phone: (716) 955-3021
Emergency Coordinator……..	Cody Martin Phone: (716) 955-3021

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SECTION 2 - HEALTH AND SAFETY PERSONNEL

The following information briefly describes the health and safety designations and general responsibilities for this Site.

2.1 Project Manager (PM)

The PM is responsible for the overall project including the implementation of the HASP. Specifically, this includes allocating adequate manpower, equipment, and time resources to conduct Site activities safely.

2.2 Health and Safety Manager

- Has the overall responsibility for coordinating and reporting health and safety activities and the health and safety of Site Workers.
- Must have completed, at a minimum, the OSHA 30-Hour Construction Safety Training, and either the 24-Hour training course for the Occasional Hazardous Waste Site Worker or the 40-Hour training course for the Hazardous Waste Operations Worker that meets OHSA 29 CFR 1910.
- Must have completed the 8-Hour Site supervisor/manager's course for supervisors and managers having responsibilities for hazardous waste Site operations and management.
- Directs and coordinates health and safety monitoring activities.
- Ensures that field teams utilize proper personal protective equipment (PPE).
- Conducts initial on-site specific training prior to Site Workers commencing work.
- Conducts and documents daily and periodic safety briefings.
- Ensures that field team members comply with this HASP.
- Immediately notifies the Project Manager of all accident/incidents.
- Determines upgrading or downgrading of PPE based on Site conditions and/or real time monitoring results.
- Ensures that monitoring instruments are calibrated daily or as the manufacturer's instructions determine.
- Provides daily summaries of field operations and progress to the Project Manager.
- Submits and maintains all documentation required in this HASP and any other pertinent health and safety documentation.

2.3 Health and Safety Officer (HSO)

- Must be designated by the Health and Safety Manager and at a minimum, have the 40-Hour training course for the Hazardous Waste Operations Worker that meets OHSA 29 CFR 1910, as well as the OSHA 10-Hour Construction Safety Training.
- Must schedule and attend a Pre-Construction Safety Meeting with the Health and Safety Manager to discuss the Subcontractor Safety Requirements and must attend the Weekly Subcontractor Coordination Meeting.
- Responsible for ensuring subcontractors and their lower tier contractors comply with project safety requirements.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

- Must make frequent and regular inspections of their work areas and activities and ensure hazards that are under their control are corrected immediately and all other hazards are reported to the Project Manager and Health and Safety Manager.
- Must report all work related injuries, regardless of severity, to the Project Manager and the Health and Safety Manager within 24 hours after they occur.

2.4 Emergency Coordinator

- Will at a minimum, have the 40-Hour training course for the Hazardous Waste Operations Worker that meets OHSA 29 CFR 1910, as well as the OSHA 10-Hour Construction Safety Training.
- The Emergency Coordinator or his on-site designee will, in coordination with Town of Amherst, implement the emergency response procedures outlined in Section 12 whenever conditions at the Site warrant such action.
- The Emergency Coordinator or his on-site designee will be responsible for assuring the evacuation, emergency treatment, emergency transport of C&S personnel as necessary, and notification of emergency response units (refer to phone listing in the beginning of this HASP) and the appropriate management staff.

2.5 Site Workers

- Report any unsafe or potentially hazardous conditions to the Health and Safety Manager.
- Maintain knowledge of the information, instructions, and emergency response actions contained in the HASP.
- Comply with rules, regulations, and procedures as set forth in this HASP, including any revisions that are instituted.
- Prevent unauthorized personnel from entering work Site.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SECTION 3 - PERTINENT SITE INFORMATION

3.1 Site Location and General History

The Site is located at 772 North Forest Road, Amherst, New York (Tax Parcel ID# 68.01-1-1.2). The Site is 18 acres in size and sits on the southern portion of the former Westwood Country Club.

The previous owner completed preliminary sampling of surface soils to determine if long-term, historic use of golf-course-related pesticides impacted the property. Contamination was identified and the owner entered into the New York State Brownfield Cleanup Program (BCP) in 2015 (NYSDEC Site No. C915291). After several long negotiations between the owner and the Town of Amherst, the property was sold to the Town and the 2015 Brownfield Cleanup Agreement was terminated.

Previous investigations revealed the contamination present on the Site:

- Metals historically commonly used in pesticides with concentrations above Restricted Residential Use SCOs throughout the site
- Surface water samples with exceedances for PFOs and Benzo(k)fluoranthene

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SECTION 4 – TRAINING

4.1 Site-Specific Training

Training will be provided that specifically addresses the activities, procedures, monitoring, and equipment for the Site operations prior to going on site. Training will include familiarization with Site and facility layout, known and potential hazards, and emergency services at the Site, and details all provisions contained within this HASP. This training will also allow Site Workers to clarify anything they do not understand and to reinforce their responsibilities regarding safety and operations for their particular activity.

4.2 Safety Briefings

C&S project personnel will be given briefings by the HSO on a daily or as needed basis to further assist Site workers in conducting their activities safely. Pertinent information will be provided when new operations are to be conducted. Changes in work practices must be implemented due to new information made available, or if Site or environmental conditions change. Briefings will also be given to facilitate conformance with prescribed safety practices. When conformance with these practices is not occurring or if deficiencies are identified during safety audits, the project manager will be notified.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SECTION 5 - PERSONAL PROTECTIVE EQUIPMENT

5.1 General

The level of protection to be worn by field personnel will be defined and controlled by the HSO. Depending upon the type and levels of material present or anticipated at the site, varying degrees of protective equipment will be needed. If the possible hazards are unknown, a reasonable level of protection will be taken until sampling and monitoring results can ascertain potential risks. The levels of protection listed below are based on USEPA Guidelines. A list of the appropriate clothing for each level is also provided.

Level A protection must be worn when a reasonable determination has been made that the highest available level of respiratory, skin, eye, and mucous membrane protection is needed. It should be noted that while Level A provides maximum available protection, it does not protect against all possible hazards. Consideration of the heat stress that can arise from wearing Level A protection should also enter into the decision making process. Level A protection includes:

- Open circuit, pressure-demand self-contained breathing apparatus (SCBA)
- Totally encapsulated chemical resistant suit
- Gloves, inner (surgical type)
- Gloves, outer, chemical protective
- Boots, chemical protective

Level B protection must be used when the highest level of respiratory protection is needed, but hazardous material exposure to the few unprotected areas of the body (e.g., the back of the neck) is unlikely. Level B protection includes:

- Open circuit, pressure-demand SCBA or pressure airline with escape air bottle
- Chemical protective clothing: Overalls and long sleeved jacket; disposal chemical resistant coveralls; coveralls; one or two piece chemical splash suit with hood
- Gloves, inner (surgical type)
- Gloves, outer, chemical protective
- Boots, chemical protective

Level C must be used when the required level of respiratory protection is known, or reasonably assumed to be, not greater than the level of protection afforded by air purifying respirators; and hazardous materials exposure to the few unprotected areas of the body (e.g. the back of the neck) is unlikely. Level C protection includes:

- Full or half face air-purifying respirator
- Chemical protective clothing: Overalls and long-sleeve jacket; disposable chemical resistant coveralls; coveralls; one or two piece chemical splash suit
- Gloves, inner (surgical type)
- Gloves, outer, chemical protective
- Boots, chemical protective

Level D is the basic work uniform. It cannot be worn on any site where respiratory or skin hazards exist. Level D protection includes:

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

- Safety boots/shoes
- Safety glasses
- Hard hat with optional face shield

Note that the use of SCBA and airline equipment is contingent upon the user receiving special training in the proper use and maintenance of such equipment.

5.2 Personal Protective Equipment – Site Specific

Level D with some modification will be required when working in the work zone on this Site. In addition to the basic work uniform specified by Level D protection, Nitrile gloves will be required when contact with soil or ground water is likely. Hearing protection will be worn when power equipment is used to perform subsurface investigation work. An upgrade to a higher level (Level C) of protection may occur if determined necessary by the HSO.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SECTION 6 - MONITORING PROCEDURES

6.1 Monitoring During Site Operations

All Site environmental monitoring should be accompanied by periodic meteorological monitoring of appropriate climatic conditions.

6.1.1 Drilling Operations (Monitoring Well Installation and Subsurface Borings)

Monitoring will be performed by the HSO or drilling observer during the conduct of work. A photoionization detector (PID) equipped with an appropriate map (e.g. 10.6 or 11.7 eV) will be utilized to monitor for the presence of volatile organic vapors within the breathing zone, the borehole, and subsurface samples upon their retrieval. Drill cuttings and excavation spoils will also be monitored by use of the PID. The PID will be field checked for calibration accuracy three times per day (morning, lunch, and end of day. If subsurface conditions warrant, a combustible gas indicator (CGI) with oxygen alarm may also be used to monitor the borehole for the presence of combustible gases. Similar monitoring of fluids produced during well development will also be conducted.

6.2 Action Levels

The action threshold for VOCs established in the CAMP is 5ppm above background. If this value is exceeded for the 15-minute average work will be halted and work may resume once instantaneous readings will also be conducted.

The action level for dust is 100 (µg/m3) over background during a 15-minute average. If this limit is exceeded, dust suppression techniques will be employed, including using water to wet the area.

The NYSDEC will be notified of any exceedances in CAMP monitoring which persist for the 15-minute average within 24-hours. CAMP monitoring and reporting will be submitted to the DEC following sampling.

6.3 Personal Monitoring Procedures

Personal monitoring shall be performed as a contingency measure in the event that VOC concentrations are consistently above the 10 ppm action level as detected by the PID. If the concentration of VOCs is above this action level, then amendments to the HASP must be made before work can continue at the Site.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SECTION 7 – COMMUNICATIONS

Cell phones will be the primary means of communicating with emergency support services/facilities.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SECTION 8 - SAFETY CONSIDERATIONS FOR SITE OPERATIONS

8.1 General

Standard safe work practices that will be followed include:

- Do not climb over/under drums, or other obstacles.
- Do not enter the work zone alone.
- Practice contamination avoidance, on and off-site.
- Plan activities ahead of time, use caution when conducting concurrently running activities.
- No eating, drinking, chewing or smoking is permitted in work zones.
- Due to the unknown nature of waste placement at the Site, extreme caution should be practiced during excavation activities.
- Apply immediate first aid to any and all cuts, scratches, abrasions, etc.
- Be alert to your own physical condition. Watch your buddy for signs of fatigue, exposure, etc.
- A work/rest regimen will be initiated when ambient temperatures and protective clothing create a potential heat or cold stress situation.
- No work will be conducted without adequate natural light or without appropriate supervision.
- Task safety briefings will be held prior to onset of task work.
- Ignition of flammable liquids within or through improvised heating devices (barrels, etc.) or space heaters is forbidden.
- Entry into areas of spaces where toxic or explosive concentrations of gases or dust may exist without proper equipment is prohibited.
- Any injury or unusual health effect must be reported to the Site health and safety officer.
- Prevent splashing or spilling of potentially contaminated materials.
- Use of contact lenses is prohibited while on site.
- Beards and other facial hair that would impair the effectiveness of respiratory protection are prohibited if respiratory protection is necessary.
- Field crew members should be familiar with the physical characteristics of investigations, including:

    - Wind direction in relation to potential sources
    - Accessibility to co-workers, equipment, and vehicles
    - Communication
    - Hot zones (areas of known or suspected contamination)
    - Site access
    - Nearest water sources

- The number of personnel and equipment in potentially contaminated areas should be minimized consistent with site operations.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

8.2 Field Operations

The HSO or designee will be present on-site during all intrusive work (e.g., drilling operations, excavations, trenching) and will provide monitoring to oversee that appropriate levels of protection and safety procedures are utilized by C&S personnel. The use of salamanders or other equipment with an open flame is prohibited and the use of protective clothing, especially hard hats and boots, will be required during drilling or other heavy equipment operations.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SECTION 9 - DECONTAMINATION PROCEDURES

Decontamination involves physically removing contaminants and/or converting them chemically into innocuous substances. Only general guidance can be given on methods and techniques for decontamination. Decontamination procedures are designed to:

- Remove contaminant(s).
- Avoid spreading the contamination from the work zone.
- Avoid exposing unprotected personnel outside of the work zone to contaminants.

Contamination avoidance is the first and best method for preventing spread of contamination from a hazardous site. Each person involved in site operations must practice the basic methods of contamination avoidance listed below. Additional precautions may be required in the HASP.

- Know the limitations of all protective equipment being used.
- Do not enter a contaminated area unless it is necessary to carry out a specific objective.
- When in a contaminated area, avoid touching anything unnecessarily.
- Walk around pools of liquids, discolored areas, or any area that shows evidence of possible contamination.
- Walk upwind of contamination, if possible.
- Do not sit or lean against anything in a contaminated area. If you must kneel (e.g., to take samples), use a plastic ground sheet.
- If at all possible, do not set sampling equipment directly on contaminated areas. Place equipment on a protective cover such as a ground cloth.
- Use the proper tools necessary to safely conduct the work.

Specific methods that may reduce the chance of contamination are:

- Use of remote sampling techniques.
- Opening containers by non-manual means.
- Bagging monitoring instruments.
- Use of drum grapplers.
- Watering down dusty areas.

Equipment which will need to be decontaminated includes tools, monitoring equipment, and personal protective equipment. Items to be decontaminated will be brushed off, rinsed, and dropped into a plastic container supplied for that purpose. They will then be washed with a detergent solution and rinsed with clean water. Monitoring instruments may be wrapped in plastic bags prior to entering the field in order to reduce the potential for contamination. Instrumentation that is contaminated during field operations will be carefully wiped down. Heavy equipment, if utilized for operations where it may be contaminated, will have prescribed decontamination procedures to prevent contaminant materials from potentially leaving the Site. On-site contractors, such as drillers or backhoe operators, will be responsible for decontaminating all construction equipment prior to demobilization.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SECTION 10 – DISPOSAL PROCEDURES

All discarded materials, waste materials, or other objects shall be handled in such a way as to reduce or eliminate the potential for spreading contamination, creating a sanitary hazard, or causing litter to be left on-site. All potentially contaminated materials, e.g., clothing, gloves, etc., will be bagged or drummed as necessary and segregated for proper disposal. All contaminated waste materials shall be disposed of as required by the provisions included in the contract and consistent with regulatory provisions. All non-contaminated materials shall be collected and bagged for appropriate disposal. Investigation Derived Waste (IDW) will be managed and characterized. Characterization of IDW may require TCLP sampling and analysis consistent with the work plan for the Site and DER-10 Technical Guidance for Site Investigation and Remediation.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SECTION 11 - EMERGENCY RESPONSE PROCEDURES

As a result of the hazards at the Site, and the conditions under which operations are conducted, there is the possibility of emergency situations. This section establishes procedures for the implementation of an emergency plan.

11.1 Emergency Coordinator

Emergency Coordinator:..... Cody Martin .....Work Phone: (716) 955-3021

The Emergency Coordinator or his on-site designee will, in concert with the Town of Amherst, implement the emergency response procedures whenever conditions at the Site warrant such action. The Emergency Coordinator or his on-site designee will be responsible for assuring the evacuation, emergency treatment, emergency transport of C&S personnel as necessary, and notification of emergency response units (**refer to phone listing** in the beginning of this HASP) and the appropriate management staff.

11.2 Evacuation

In the event of an emergency situation, such as fire, explosion, significant release of toxic gases, etc., all personnel will evacuate and assemble in a designated assembly area. The Emergency Coordinator or his on-site designee will have authority to contact outside services as required. Under no circumstances will incoming personnel or visitors be allowed to proceed into the area once the emergency signal has been given. The Emergency Coordinator or his on-site designee must see that access for emergency equipment is provided and that all ignition sources have been shut down once the emergency situation is established. Once the safety of all personnel is established, the Fire Department and other emergency response groups will be notified by telephone of the emergency.

11.3 Potential or Actual Fire or Explosion

Immediately evacuate the Site and notify local fire and police departments, and other appropriate emergency response groups, if LEL values are above 25% in the work zone or if an actual fire or explosion has taken place.

11.4 Environmental Incident (spread or release of contamination)

Control or stop the spread of contamination if possible. Notify the Emergency Coordinator and the Project Manager. Other appropriate response groups will be notified as appropriate.

11.5 Personnel Injury

Emergency first aid shall be applied on-site as necessary. Then, decontaminate (en route if necessary) and transport the individual to nearest medical facility if needed. The ambulance/rescue squad shall be contacted for transport as necessary in an emergency. A map of directions to the nearest hospital is shown in **Attachment A**.

11.6 Personnel Exposure

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

- *Skin Contact*: Use copious amounts of soap and water. Wash/rinse affected area thoroughly, and then provide appropriate medical attention. Eyes should be thoroughly rinsed with water for at least 15 minutes.
- *Inhalation*: Move to fresh air and/or, if necessary, decontaminate and transport to emergency medical facility.
- *Ingestion*: Decontaminate and transport to emergency medical facility.
- *Puncture Wound/Laceration*: Decontaminate, if possible, and transport to emergency medical facility.

11.7 Adverse Weather Conditions

In the event of adverse weather conditions, the HSO will determine if work can continue without sacrificing the health and safety of field workers.

11.8 Incident Investigation and Reporting

In the event of an incident, procedures discussed in the Medical Emergency/Incident Response Protocol, presented in **Appendix A** of this HASP, shall be followed.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SECTION 12 – COMMUNITY RELATIONS

13.1 Community Health and Safety Plan

13.1.1 Community Health and Safety Monitoring

As part of the site work, three general types of efforts are scheduled, *update as necessary:* including, non-intrusive reconnaissance tasks, sampling or monitoring tasks (monitoring point sampling), and intrusive tasks (test trenching, subsurface borings, monitoring well installation). During completion of general reconnaissance and sampling or monitoring tasks, potential for health and safety risks to off-site landowners or the local community are not anticipated.

During completion of intrusive efforts at or adjacent to the Site; health and safety monitoring efforts will be concentrated on the area or areas in which intrusive efforts are being completed. Since the air pathway is the most available and likely avenue for the release of potential contaminants to the atmosphere at or near the Site, in addition to limiting public or community access to the areas in which intrusive efforts are completed, health and safety measures will primarily consist of monitoring the air pathway for worker exposure.

13.1.2 Community Air Monitoring Plan

Efforts will be taken to complete field work in a manner which will minimize the creation of airborne dust or particulates. Under dry conditions, work areas may be wetted to control dust. During periods of extreme wind, intrusive field work may be halted until such time as the potential for creating airborne dust or particulate matter as a result of investigation activities is limited. Periodic monitoring following the guidelines of the site's Community Air Monitoring Plan (CAMP) will be implemented during all non-intrusive Site investigation activities, including surface soil and sediment sampling, and collection of groundwater samples from groundwater monitoring wells.

During completion of Site investigation, a CAMP will be implemented for the duration of intrusive activities. These additional air monitoring activities will include establishment of background conditions, continuous monitoring for volatile organic compounds and/or particulates at the downwind work area (exclusion zone) perimeter, recording of monitoring data, and institution and documentation of response levels and appropriate actions consistent with NYSDOH guidance.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

SECTION 13 - AUTHORIZATIONS

Personnel authorized to enter the Site while operations are being conducted must be approved by the HSO. Authorization will involve completion of appropriate training courses, medical examination requirements, and review and sign-off of this HASP. No C&S personnel should enter the work zone alone. Each site visitor should check in with the HSO or Project Manager prior to entering the work zones.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

FIGURE 1

SITE LOCATION MAP

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

C&S COMPANIES®

Figure 1

Site Location

2024 Phase 1 Construction

Former Westwood Country Club Property

N

0 1,000 2,000 4,000 F

1 in. = 2,000 feet
When printed at 11 in. by 17 in.

Amherst Central Park South Phase 1 Construction Characterization

Sources: . Created by C&S Engineers, Inc.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

FIGURE 2

SITE DETAIL PHOTO

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

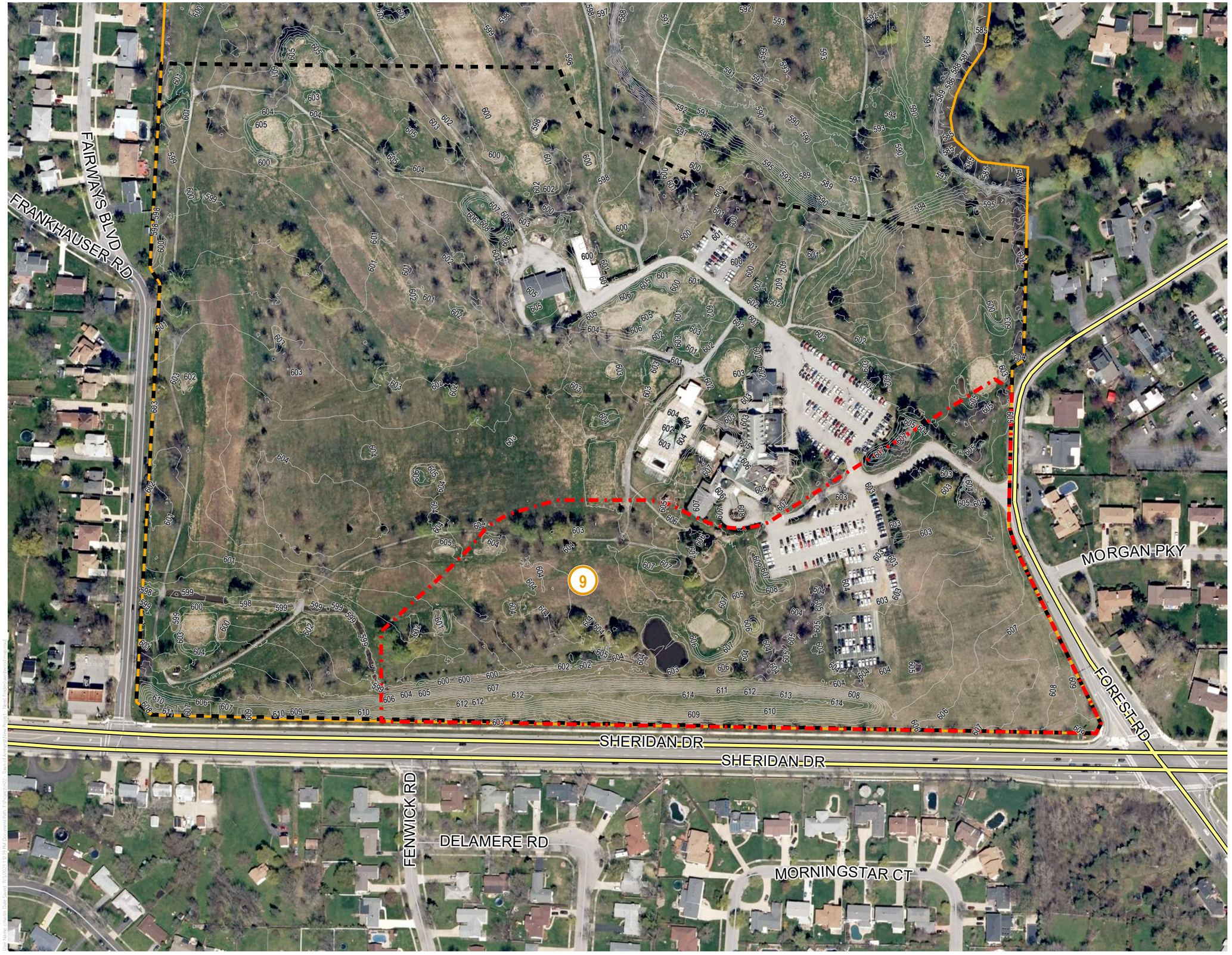


Figure 2

Site Map

- 2024 Phase 1 Construction
- Amherst Central Park South
- Former Westwood Country Club Property
- Elevation Contour
- 11 Golf Course Hole Number

N

0 100 200 400 FT

1 in. = 200 feet
When printed at 11 in. by 17 in.

Amherst Central Park South Phase 1 Construction Charactaerization

Sources: . Created by C&S Engineers, Inc.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ATTACHMENT A

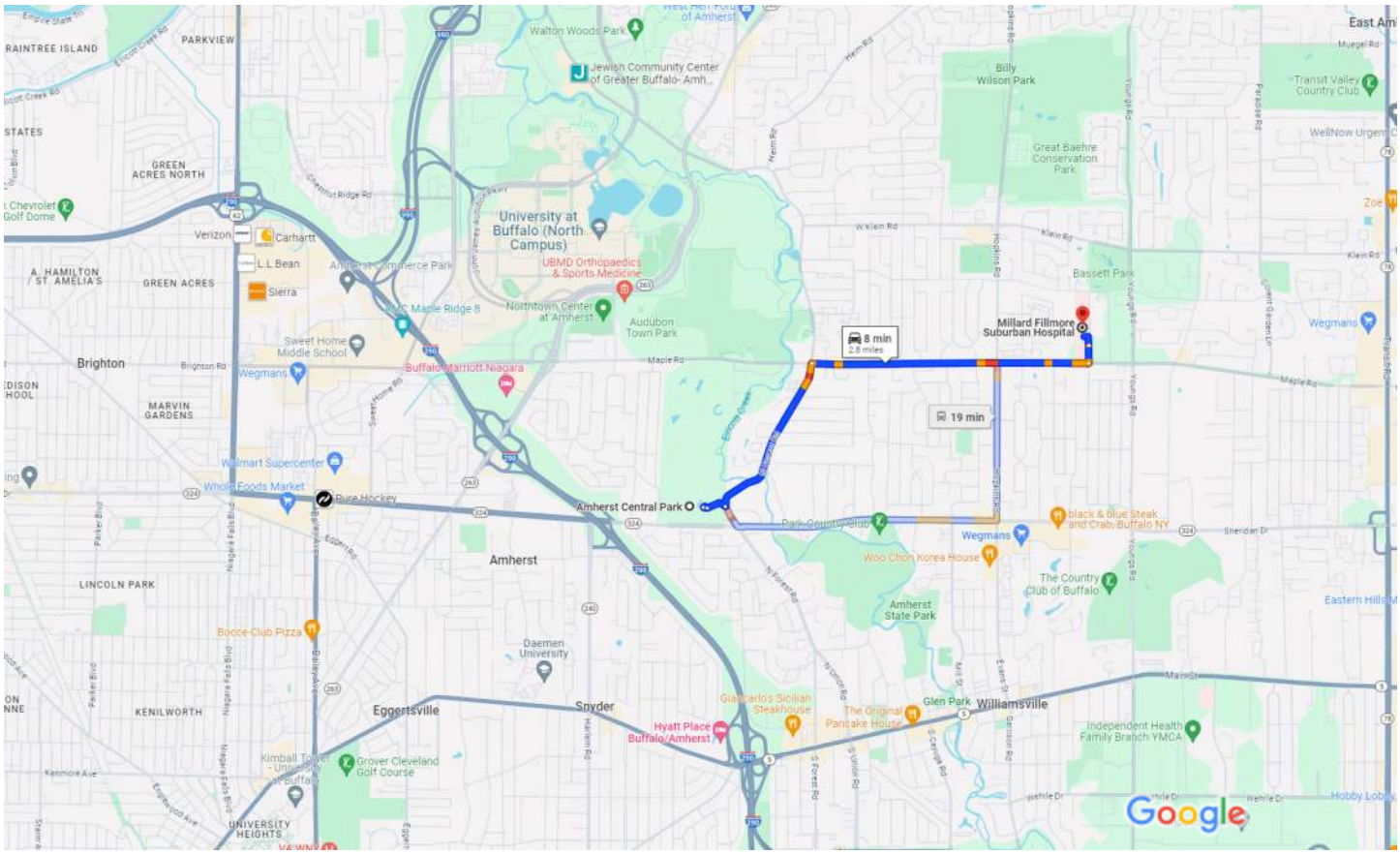
MAP TO HOSPITAL

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Google Maps

Amherst Central Park, Amherst, NY 14221 to Millard Fillmore Suburban Hospital

Drive 2.8 miles, 8 min



Map data ©2023 Google 2000 ft

Amherst Central Park
Amherst, NY 14221

1. Head northeast
   151 ft
2. Turn left toward N Forest Rd
   0.1 mi
3. Turn left onto N Forest Rd
   1.0 mi
4. Turn right onto Maple Rd
   1.5 mi
5. Turn left onto MacArthur Dr
   0.1 mi
6. Continue straight
   Destination will be on the right
   377 ft

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Appendix A

GUIDANCE ON INCIDENT INVESTIGATION AND REPORTING

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

MEDICAL EMERGENCY / INCIDENT RESPONSE PROTOCOL

1.0 PURPOSE

From time to time employees of C&S Engineers, Inc. will sustain an injury while working on the job. While every effort is being made to prevent this, in the event of an injury or illness on the job, the following procedures will be implemented. This format may also be utilized in the event of a property damage incident.

2.0 SCOPE

This guideline applies to all C&S Engineers, Inc. job sites and employees.

3.0 GUIDELINES

Upon notification or awareness of an incident/accident with injuries or illness the Emergency Coordinator or his On-Site Designee will:

1. Ensure that the injured employee is receiving immediate first aid and medical care.
2. Notify Emergency Services (911) if injuries are severe.
3. Stabilize the work area; ensure that no one else can be injured.
4. Notify the Project Manager at the earliest possible convenience**.**
5. Notify the Owner/Client at the earliest possible convenience.

To assist the Health and Safety Manager in the root cause analysis, the Emergency Coordinator or his On-Site Designee will also make an attempt to:

1. Obtain the names and phone numbers of witnesses.
2. Preserve the accident scene if possible for analysis.

3.1 Injury Management

1. If the patient is stable with non-life threatening injuries, the foreman will ensure the employee is transported to the emergency medical facility listed in Section 1 of the HASP. Directions to the nearest emergency medical facility are located in **Attachment A** of the HASP.

At no time will an injured employee drive themselves to medical care.

2. If the patient has serious or life threatening injuries, the emergency coordinator or his on- site designee will notify the emergency services for the area for treatment and transport to a hospital or emergency room. Serious injuries can be considered but not limited to head injuries, loss of consciousness, severe laceration or amputation, fractured bones, burns and eye injuries.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

3. Following the treatment and care of the injured employee, the emergency coordinator or his on-site designee and the project manager will initiate the completion of the first injury report. The Health & Safety Manager will assist.

3.2 Project Manager

1. Upon notification of a personal injury or illness on the job site, will notify C&S Engineers, Inc, President and Corporate Legal and C&S Companies Health and Safety Manager.
2. Will report to the worksite to initiate the first injury report.
3. Will report to the treatment facility to check on the well being of the injured employee.
4. The project manager will ensure that the treatment facility is aware that this is a workers compensation case.
5. Will assist the Health and Safety Manager in the analysis of the incident.

3.3 Health & Safety Manager

1. Upon notification of the personal injury will determined if it is necessary to report to the treatment facility or the accident site, depending on the nature of the injuries and the circumstances of the accident.
2. Will report to the worksite to begin a root cause analysis investigation of the accident.
3. The investigation may include interview of witnesses, field crew , and project manager, the photographing of the scene, reconstruction of the accident scene, using test instruments and taking measurements. The Health and Safety Manager may draw diagrams from the information learned.
4. The Health and Safety Manager will work with the owner/client as necessary to investigate the accident.
5. The Health & Safety manager will ensure that the site is safe to resume work.
6. The Health & Safety Manager shall initiate the New York State Compensation form requirements (C-2) and forward a copy of the C-2 to the C & S Engineers, Inc. controller for transmittal to the Compensation Carrier within 8 hrs of notification of the incident or by the end of the next business day.
7. The Health and Safety manager, upon completion of the investigation, will provide the
8. Project Manager with a written investigative report (copy to the President)
9. The accident will be reviewed at the next Project Managers meeting with the intent to prevent further or similar events on other projects.
10. The Health & Safety Manager will assess the incident to determine OSHA record ability and make record if necessary on the OSHA 300 form, within five working days.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

4.0 INCIDENT RESPONSE

4.1 Purpose

To prevent the occurrence of accidents on C&S Engineers, Inc., work sites and to establish a procedure for investigation and reporting of incidents occurring in, or related to C&S work activities.

4.2 Scope

Applies to all incidents related to C&S Engineers, Inc. work activities.

4.3 Definitions

Accident - An undesired event resulting in personal injury and/or property damage, and/or equipment failure.

Fatality - An injury or illness resulting in death of the individual.

Incident - Any occurrence which results in, or could potentially result in, the need for medical care or property damage. Such incidents shall include lost time accidents or illness, medical treatment cases, unplanned exposure to toxic materials or any other significant occurrence resulting in property damage or in "near misses."

Incidence Rate - the number of injuries, illnesses, or lost workdays related to a common exposure base of 100 full-time workers. The rate is calculated as:

N/EH x 200,000

N = number of injuries and illnesses or lost workday cases; EH = total hours worked by all associates during calendar year. 200,000 = base for 100 full-time equivalent workers (working 40 hours per week, 50 weeks per year).

Injury - An injury such as a cut, fracture, sprain, amputation, etc. which results from a work accident or from a single instantaneous event in the work environment.

Lost Workday Case - A lost workday case occurs when an injured or ill employee experiences days away from work beginning with the next scheduled work day. Lost workday cases do not occur unless the employee is effected beyond the day of injury or onset of illness.

Recordable Illness - An illness that results from the course of employment and must be entered on the OSHA 300 Log and Summary of Occupational Injuries and Illnesses. These illnesses require medical treatment and evaluation of work related injury. For example, dermatitis, bronchitis, irritation of eyes, nose, and throat can result from work and non-work related incidents.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Recordable Injury - An injury that results from the course of employment and must be entered on the OSHA 300 Log and Summary of Occupational Injuries and Illnesses. These injuries require medical treatment; may involve loss of consciousness; may result in restriction of work or motion or transfer to another job; or result in a fatality.

Near Miss - An incident which, if occurring at a different time or in a different personnel or equipment configuration, would have resulted in an incident.

4.4 Responsibilities

Employees - It shall be the responsibility of all C&S Engineers, Inc. employees to report all incidents as soon as possible to the HSC, regardless of the severity.

Human Resources - has overall responsibility for maintaining accident/ incident reporting and investigations according to current regulations and recording injuries/ illness on the OSHA 300 log, and posting the OSHA 300 log.

Emergency Coordinator - It is the responsibility of the Emergency Coordinator to investigate and prepare an appropriate report of all accidents, illnesses, and incidents occurring on or related to C&S Engineers, Inc. work. The Emergency Coordinator shall complete **Attachment A** within 24 hours of the incident occurrence.

Health and Safety Manager (HSM) - It is the responsibility of the HSM to investigate and prepare an appropriate report of all lost time injuries and illnesses and significant incidents occurring on or related to C&S Companies. The HSM shall maintain the OSHA 300 form.

Project Managers (PM) - It shall be the PM's responsibility to promptly correct any deficiencies in personnel, training, actions, or any site or equipment deficiencies that were determined to cause or contribute to the incident investigated.

5.0 GUIDELINES

5.1 Incident Investigation

The Project Manager will immediately investigate the circumstances surrounding the incident and will make recommendations to prevent recurrence. The HSM shall be immediately notified by telephone if a serious accident/ incident occurs. The incident shall be evaluated to determine whether it is OSHA recordable. If the incident is determined to be OSHA 300 recordable, it shall be entered on the OSHA 300 form.

The Project Manager with assistance from the HSM must submit to the office an incident report form pertaining to any incident resulting in injury or property damage.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

5.2 Incident Report

The completed incident report must be completed by the Project Manager within 12 hours of the incident and distributed to the HSM, and Human Resources. This form shall be maintained by Human Resources for at least five years for all OSHA recordable cases. This form serves as an equivalent to the OSHA 101 form.

5.3 Incident Follow-up Report

The Incident Follow-Up Report (**Attachment B**) shall be distributed with the Incident Report within one week of the incident. Delay in filing this report shall be explained in a brief memorandum.

5.4 Reporting of Fatalities or Multiple Hospitalization Accidents

Fatalities or accidents resulting in the hospitalization of three or more employees must be reported to OSHA verbally or in writing within 8 hours. The report must contain 1) circumstances surrounding the accident(s), 2) the number of fatalities, and 3) the extent of any injuries.

5.5 OSHA 300A Summary Form

Recordable cases must be entered on the log within six workdays of receipt of the information that a recordable case has occurred. The OSHA log must be kept updated to within 45 calendar days.

OSHA 300 forms must be updated during the 5 year retention period, if there is a change in the extent or outcome of an injury or illness which affects an entry on a log. If a change is necessary, the original entry should be lined out and a corrected entry made on that log. New entries should be made for previously unrecorded cases that are discovered or for cases that initially weren't recorded but were found to be recordable after the end of the year. Log totals should also be modified to reflect these changes.

5.6 Posting

The log must be summarized at the end of the calendar year and the summary must be posted from February 1 through May 31.

5.7 OSHA 300A

Facilities selected by the Bureau of Labor Statistics (BLS) to participate in surveys of occupational injuries and illnesses will receive the OSHA 300A. The data from the annual summary on the OSHA 300 log should be transferred to the OSHA 300A, other requested information provided and the form returned as instructed by the BLS.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

5.8 Access to OSHA Records

All OSHA records (accident reporting forms and OSHA 300 logs) should be available for inspection and copying by authorized Federal and State government officials.

Employees, former employees, and their representatives must be given access for inspection and copying to only the log, OSHA No. 300, for the establishment in which the employee currently works or formerly worked.

6.0 REFERENCES

29 CFR Part 1904

7.0 ATTACHMENTS

Attachment A - Incident Investigation Form
Attachment B - Incident Follow-Up Report
Attachment C - Establishing Recordability

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ATTACHMENT A

INCIDENT INVESTIGATION FORM

Accident investigation should include:

Location: _____

Time of Day: _____

Accident Type: _____

Victim:_____

Nature of Injury:_____

Released Injury:_____

Hazardous Material:_____

Unsafe Acts:_____

Unsafe Conditions:_____

Policies, Decisions:_____

_____

Personal Factors:_____

_____

Environmental Factors:_____

_____

_____

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ATTACHMENT B

INCIDENT FOLLOW-UP REPORT

Date _____

Foreman: _____

Date of Incident: _____

Site: _____

Brief description of incident: _____

_____

_____

_____

_____

Outcome of incident: _____

_____

_____

_____

Physician's recommendations: _____

_____

_____

_____

Date the injured returned to work: _____

Project Manager Signature: _____

Date: _____

ATTACH ANY ADDITIONAL INFORMATION TO THIS FORM

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

ATTACHMENT C

ESTABLISHING RECORDABILITY

1. Deciding whether to record a case and how to classify the case.

   Determine whether a fatality, injury or illness is recordable.

   A fatality is recordable if:

   - Results from employment

   An injury is recordable if:

   - Results from employment and
   - It requires medical treatment beyond first aid or
   - Results in restricted work activity or job transfer, or
   - Results in lost work day or
   - Results in loss of consciousness

   An illness is recordable if:

   - It results from employment

2. Definition of "Resulting from Employment"

   Resulting from employment is when the injury or illness results from an event or exposure in the work environment. The work environment is primarily composed of: 1) The employer's premises, and 2) other locations where associates are engaged in work-related activities or are present as a condition of their employment.

   The employer's premises include company rest rooms, hallways, cafeterias, sidewalks and parking lots. Injuries occurring in these places are generally considered work related.

   The employer's premises EXCLUDES employer controlled ball fields, tennis courts, golf courses, parks, swimming pools, gyms, and other similar recreational facilities, used by associates on a voluntary basis for their own benefit, primarily during off work hours.

   Ordinary and customary commute, is not generally considered work related.

   Employees injured or taken ill while engaged in consuming food, as part of a normal break or activity is not considered work related. Employees injured or taken ill as the result of smoking, consuming illegal drugs, alcohol or applying make up are generally not considered work related. Employee injured by un authorized horseplay is generally not considered work related, however, an employee injured as a result of a fight or other workplace violence act, may be considered work related.

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

Associates who travel on company business are considered to be engaged in work related activities all the time they spend in the interest of the company. This includes travel to and from customer contacts, and entertaining or being entertained for purpose of promoting or discussing business. Incidents occurring during normal living activities (eating, sleeping, recreation) or if the associate deviates from a reasonably direct route of travel are not considered OSHA recordable.

3. Distinction between Medical Treatment and First Aid.

First aid:

Any one-time treatment, and any follow up visit for the purpose of observation, of minor scratches, cuts, burns, splinters, etc., which do not ordinarily require medical care. Such one time treatment, and follow up visit for the purpose of observation, is considered first aid even though provided by a physician or registered professional personnel.

Medical Treatment (recordable):

a) Must be treated only by a physician or licensed medical personnel.
b) Impairs bodily function (i.e. normal use of senses, limbs, etc.).
c) Results in damage to physical structure of a non-superficial nature (fractures).
d) Involves complications requiring follow up medical treatment.

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EXHIBIT C

[Date]

[Respondent name and address]

RE: Satisfactory Completion/No Further Action Letter
Site No.:
Site Name:

Dear Respondent:

This letter is sent to notify Respondent that it has satisfactorily completed the [***Site Characterization/Interim Remedial Measure***] of the remediation project that Respondent undertook under the Consent Order Index No. _____ for [Address, County], New York [Tax Map/Parcel No.] (the "Site"). The New York State Department of Environmental Conservation ("Department") has determined, subject to the Department's reservation of rights outlined below, contained in the Consent Order, or existing at law, based upon our inspection of the above-referenced Site and upon our review of the documents you have submitted, that you completed the project in accordance with the terms and conditions of the above-referenced Consent Order and no further remedial action (other than implementation of the Site Management Plan if required) is necessary. As a result, the Department is issuing this Satisfactory Completion/No Further Action Letter for the project.

Notwithstanding that the Department has determined that no further remedial action is necessary with respect to the Site, the Department reserves any and all rights and authority, including rights concerning any claim for natural resource damages or the authority to engage in or require any further investigation or remediation the Department deems necessary. The Department retains all its respective rights concerning circumstances where Respondent, their lessees, sublessees, successors, or assigns cause or permit a Release or threat of Release at the site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]).

Additionally, with respect to the site, nothing contained in this letter shall be construed to:

- preclude the State of New York on behalf of the New York State Environmental Protection and Spill Compensation Fund from recovering a claim of any kind or nature against any party;

- prejudice any rights of the Department to take any investigatory action or remediation or corrective measures it may deem necessary if Respondent fails to

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comply with the Consent Order or if contamination other than contamination within the present knowledge of the Department is encountered at the Site;

- prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

In conclusion, the Department is pleased to be part of this effort to return the Site to productive use and benefit to the entire community.

If you have any questions, please do not hesitate to contact [project manager], site project manager, at [phone number/email].

Sincerely,

Andrew O. Guglielmi
Director
Division of Environmental Remediation

ec: [TBD]

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APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE SUPERFUND ADMINISTRATIVE ORDERS

Attachment: 5772_support_12873 (RES-2025-709 : PSA for 772 North Forest Road and 385 and 391 Maple Road)

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE SUPERFUND ADMINISTRATIVE ORDERS

The parties to the State Superfund Order (hereinafter "Order") agree to be bound by the following clauses which are hereby made a part of the Order. The word "Respondent" herein refers to any party to the Order, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Order, Respondent shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of ECL §27-1417 and 6 NYCRR sections 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Order.

II. Initial Submittal

Within thirty (30) days after the effective date of this Order, Respondent shall submit to the Department a Records Search Report prepared in accordance with Exhibit "B" attached to the Order. The Records Search Report can be limited if the Department notifies Respondent that prior submissions satisfy specific items required for the Records Search Report.

III. Development, Performance, and Reporting of Work Plans

A. Work Plan Requirements

All activities at the Site that comprise any element of an Inactive Hazardous Waste Disposal Site Remedial Program shall be conducted pursuant to one or more Department-approved work plans ("Work Plan" or "Work Plans") and this Order and all activities shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300, as required under CERCLA, 42 U.S.C. § 9600 *et seq*. The Work Plan(s) under this Order shall address both on-Site and off-Site conditions and shall be developed and implemented in accordance with 6 NYCRR § 375-1.6(a), 375-3.6, and 375-6. All Department-approved Work Plans shall be incorporated into and become enforceable parts of this Order. Upon approval of a Work Plan by the Department, Respondent shall implement such Work Plan in accordance with the schedule contained therein. Nothing in this Subparagraph shall mandate that any particular Work Plan be submitted.

The Work Plans shall be captioned as follows:

1. Site Characterization ("SC") Work Plan: a Work Plan which provides for the identification of the presence of any hazardous waste disposal at the Site;

2. Remedial Investigation/Feasibility Study ("RI/FS") Work Plan: a Work Plan which provides for the investigation of the nature and extent of contamination within the boundaries of the Site and emanating from such Site and a study of remedial alternatives to address such on-site and off-site contamination;

3. Remedial Design/Remedial Action ("RD/RA") Work Plan: a Work Plan which provides for the development and implementation of final plans and specifications for implementing the remedial alternative set forth in the ROD;

4. "IRM Work Plan" if the Work Plan provides for an interim remedial measure;

5. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy; or

6. "Supplemental" if additional work plans other than those set forth in II.A.1-5 are required to be prepared and implemented.

B. Submission/Implementation of Work Plans

1. Respondent may opt to propose one or more additional or supplemental Work Plans (including one or more IRM Work Plans) at any time, which the Department shall review for appropriateness and technical sufficiency.

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2. Any proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan.

i. The Department shall notify Respondent in writing if the Department determines that any element of a Department-approved Work Plan needs to be modified in order to achieve the objectives of the Work Plan as set forth in Subparagraph III.A or to ensure that the Remedial Program otherwise protects human health and the environment. Upon receipt of such notification, Respondent shall, subject to dispute resolution pursuant to Paragraph XV, modify the Work Plan.

ii. The Department may request, subject to dispute resolution pursuant to Paragraph XV, that Respondent submit additional or supplemental Work Plans for the Site to complete the current remedial phase within thirty (30) Days after the Department's written request.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

4. During all field activities conducted under a Department-approved Work Plan, Respondent shall have on-Site a representative who is qualified to supervise the activities undertaken in accordance with the provisions of 6 NYCRR 375-1.6(a)(3).

5. A Professional Engineer licensed and registered in New York State must stamp and sign all Work Plans other than SC or RI/FS Work Plans.

C. Submission of Final Reports and Periodic Reports

1. In accordance with the schedule contained in a Work Plan, Respondent shall submit a final report as provided at 6 NYCRR 375-1.6(b) and a final engineering report as provided at 6 NYCRR 375-1.6(c).

2. Any final report or final engineering report that includes construction activities shall include "as built" drawings showing any changes made to the remedial design or the IRM.

3. In the event that the final engineering report for the Site requires Site management, Respondent shall submit an initial periodic report by in accordance with the schedule in the Site Management Plan and thereafter in accordance with a schedule determined by the Department. Such periodic report shall be signed by a Professional Engineer or by such other qualified environmental professional as the Department may find acceptable and shall contain a certification as provided at 6 NYCRR 375-1.8(h)(3). Respondent may petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a statement by a Professional Engineer that such controls are no longer necessary for the protection of public health and the environment. The Department shall not unreasonably withhold its approval of such petition.

4. Within sixty (60) days of the Department's approval of a Final Report, Respondent shall submit such additional Work Plans as is required by the Department in its approval letter of such Final Report. Failure to submit any additional Work Plans within such period shall be a violation of this Order.

D. Review of Submittals

1. The Department shall make a good faith effort to review and respond in writing to each submittal Respondent makes pursuant to this Order within sixty (60) Days. The Department's response shall include, in accordance with 6 NYCRR 375-1.6(d), an approval, modification request, or disapproval of the submittal, in whole or in part.

i. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Order and shall be implemented in accordance with the schedule contained therein.

ii. If the Department modifies or requests modifications to a submittal, it shall specify the reasons for such modification(s). Within fifteen (15) Days after the date of the Department's written notice that Respondent's submittal has been disapproved, Respondent shall notify the Department of its election in accordance with 6 NYCRR 375-1.6(d)(3). If Respondent elects to modify or accept the Department's modifications to the submittal, Respondent shall make a revised submittal that

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incorporates all of the Department's modifications to the first submittal in accordance with the time period set forth in 6 NYCRR 375-1.6(d)(3). In the event that Respondent's revised submittal is disapproved, the Department shall set forth its reasons for such disapproval in writing and Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XV and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

iii. If the Department disapproves a submittal, it shall specify the reasons for its disapproval. Within fifteen (15) Days after the date of the Department's written notice that Respondent's submittal has been disapproved, Respondent shall notify the Department of its election in accordance with 6 NYCRR 375-1.6(d)(4). If Respondent elects to modify the submittal, Respondent shall make a revised submittal that addresses all of the Department's stated reasons for disapproving the first submittal in accordance with the time period set forth in 6 NYCRR 375-1.6(d)(4). In the event that Respondent's revised submittal is disapproved, the Department shall set forth its reasons for such disapproval in writing and Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XV and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

2. Within thirty (30) Days after the Department's approval of a final report, Respondent shall submit such final report, as well as all data gathered and drawings and submittals made pursuant to such Work Plan, in an electronic format acceptable to the Department. If any document cannot be converted into electronic format, Respondent shall submit such document in an alternative format acceptable to the Department.

E. Department's Issuance of a ROD

1. Respondent shall cooperate with the Department and provide reasonable assistance, consistent with the Citizen Participation Plan, in soliciting public comment on the proposed remedial action plan ("PRAP"), if any. After the close of the public comment period, the Department shall select a final remedial alternative for the Site in a ROD. Nothing in this Order shall be construed to abridge any rights of Respondent, as provided by law, to judicially challenge the Department's ROD.

2. Respondent shall have 60 days from the date of the Department's issuance of the ROD to notify the Department in writing whether it will implement the remedial activities required by such ROD. If the Respondent elects not to implement the required remedial activities, then this order shall terminate in accordance with Paragraph XIV.A. Failure to make an election or failure to comply with the election is a violation of this Order.

F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Respondent shall submit a written certification in accordance with 6 NYCRR 375-1.8(h)(3) and 375-3.8(h)(2).

IV. Penalties

A. 1. Respondent's failure to comply with any term of this Order constitutes a violation of this Order, the ECL, and 6 NYCRR 375-2.11(a)(4). Nothing herein abridges Respondent's right to contest any allegation that it has failed to comply with this Order.

2. Payment of any penalties shall not in any way alter Respondent's obligations under this Order.

B. 1. Respondent shall not suffer any penalty or be subject to any proceeding or action in the event it cannot comply with any requirement of this Order as a result of any Force Majeure Event as provided at 6 NYCRR 375-1.5(b)(4). Respondent must use best efforts to anticipate the potential Force Majeure Event, best efforts to address any such event as it is occurring, and best efforts following the Force Majeure Event to minimize delay to the greatest extent possible. "Force Majeure" does not include Respondent's economic inability to comply with any obligation, the failure of Respondent to make complete and timely application for any required approval or permit, and non-attainment of the goals, standards, and requirements of this Order.

2. Respondent shall notify the Department in writing within five (5) Days of the onset of any Force Majeure Event. Failure to give such notice within such five (5) Day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall be deemed to know of any

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circumstance which it, any entity controlled by it, or its contractors knew or should have known.

3. Respondent shall have the burden of proving by a preponderance of the evidence that (i) the delay or anticipated delay has been or will be caused by a Force Majeure Event; (ii) the duration of the delay or the extension sought is warranted under the circumstances; (iii) best efforts were exercised to avoid and mitigate the effects of the delay; and (iv) Respondent complied with the requirements of Subparagraph IV.B.2 regarding timely notification.

4. If the Department agrees that the delay or anticipated delay is attributable to a Force Majeure Event, the time for performance of the obligations that are affected by the Force Majeure Event shall be extended for a period of time equivalent to the time lost because of the Force majeure event, in accordance with 375-1.5(4).

5. If the Department rejects Respondent's assertion that an event provides a defense to non-compliance with this Order pursuant to Subparagraph IV.B, Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XV and Respondent's position prevails.

V. Entry upon Site

A. Respondent hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site (or areas in the vicinity of the Site which may be under the control of Respondent) by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to matters addressed pursuant to this Order, and by any agent, consultant, contractor, or other person so authorized by the Commissioner, all of whom shall abide by the health and safety rules in effect for the Site, for inspecting, sampling, copying records related to the contamination at the Site, testing, and any other activities necessary to ensure Respondent's compliance with this Order. Upon request, Respondent shall (i) provide the Department with suitable work space at the Site, including access to a telephone, to the extent available, and (ii) permit the Department full access to all non-privileged records relating to matters addressed by this Order. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to the Department. In the event Respondent is unable to obtain any authorization from third-party property owners necessary to perform its obligations under this Order, the Department may, consistent with its legal authority, assist in obtaining such authorizations.

B. The Department shall have the right to take its own samples and scientific measurements and the Department and Respondent shall each have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of any such sampling and scientific measurements available to Respondent.

VI. Payment of State Costs

A. Within forty-five (45) days after receipt of an itemized invoice from the Department, Respondent shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR 375-1.5 (b)(3)(i). Failure to timely pay any invoice will be subject to late payment charge and interest at a rate of 9% from the date the payment is due until the date the payment is made.

B. Costs shall be documented as provided by 6 NYCRR 375-1.5(b)(3). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Each such payment shall be made payable to the New York State Department of Environmental Conservation and shall be sent to:

Director, Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7012

D. The Department shall provide written notification to the Respondent of any change in the foregoing addresses.

E. If Respondent objects to any invoiced costs under this Order, the provisions of 6 NYCRR 375-1.5 (b)(3)(v) and (vi) shall apply. Objections shall be sent to the Department as provided under subparagraph VI.C above.

F. In the event of non-payment of any invoice within the 45 days provided herein, the Department may seek enforcement of this provision pursuant to

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Paragraph IV or the Department may commence an enforcement action for non-compliance with ECL '27-1423 and ECL 71-4003.

VII. Release and Covenant Not to Sue

Upon the Department's issuance of a Certificate of Completion as provided at 6 NYCRR 375-1.9 and 375-2.9, Respondent shall obtain the benefits conferred by such provisions, subject to the terms and conditions described therein.

VIII. Reservation of Rights

A. Except as provided at 6 NYCRR 375-1.9 and 375-2.9, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to require performance of further investigations and/or response action(s), to recover natural resource damages, and/or to exercise any summary abatement powers with respect to any person, including Respondent.

B. Except as otherwise provided in this Order, Respondent specifically reserves all rights and defenses under applicable law respecting any Departmental assertion of remedial liability and/or natural resource damages against Respondent, and further reserves all rights respecting the enforcement of this Order, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Order or Respondent's compliance with it shall not be construed as an admission of liability, fault, wrongdoing, or breach of standard of care by Respondent, and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action, which shall inure to the benefit of any third party. Further, Respondent reserves such rights as it may have to seek and obtain contribution, indemnification, and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers for past or future response and/or cleanup costs or such other costs or damages arising from the contamination at the Site as may be provided by law, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

IX. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, the Trustee of the State's natural resources, and their representatives and employees harmless as provided by 6 NYCRR 375-2.5(a)(3)(i).

X. Public Notice

A. Within thirty (30) Days after the effective date of this Order, Respondent shall provide notice as required by 6 NYCRR 375-1.5(a). Within sixty (60) Days of such filing, Respondent shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy.

B. If Respondent proposes to transfer by sale or lease the whole or any part of Respondent's interest in the Site, or becomes aware of such transfer, Respondent shall, not fewer than forty-five (45) Days before the date of transfer, or within forty-five (45) Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed or actual date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order. However, such obligation shall not extend to a conveyance by means of a corporate reorganization or merger or the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Respondent to secure the repayment of money or the performance of a duty or obligation.

XI. Change of Use

Respondent shall notify the Department at least sixty (60) days in advance of any change of use, as defined in 6 NYCRR 375-2.2(a), which is proposed for the Site, in accordance with the provisions of 6 NYCRR 375-1.11(d). In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Respondent of such determination within forty-five (45) days of receipt of such notice.

XII. Environmental Easement

A. If a Record of Decision for the Site relies upon one or more institutional and/or engineering controls, Respondent (or the owner of the Site) shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36, and 6 NYCRR 375-1.8(h)(2). Upon acceptance of the Environmental

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Easement by the State, Respondent shall comply with the requirements of 6 NYCRR 375-1.8(h)(2).

B. If the ROD provides for no action other than implementation of one or more institutional controls, Respondent shall cause an environmental easement to be recorded under the provisions of Subparagraph XII.A.

C. If Respondent does not cause such environmental easement to be recorded in accordance with 6 NYCRR 375-1.8(h)(2), Respondent will not be entitled to the benefits conferred by 6 NYCRR 375-1.9 and 375-2.9 and the Department may file an Environmental Notice on the site.

XIII. Progress Reports

Respondent shall submit a written progress report of its actions under this Order to the parties identified in Subparagraph IV.A.1 of the Order by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination date as set forth in Paragraph XIV, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Respondent in connection with this Site, whether under this Order or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

XIV. Termination of Order

A. This Order will terminate upon the earlier of the following events:

1. Respondent's election in accordance with Paragraph III.E.2 not to implement the remedial activities required pursuant to the ROD. In the event of termination in accordance with this Subparagraph, this Order shall terminate effective the 5th Day after the Department's receipt of the written notification, provided, however, that if there are one or more Work Plan(s) for which a final report has not been approved at the time of Respondent's notification of its election not to implement the remedial activities in accordance with the ROD, Respondent shall complete the activities required by such previously approved Work Plan(s) consistent with the schedules contained therein. Thereafter, this Order shall terminate effective the 5th Day after the Department's approval of the final report for all previously approved Work Plans; or

2. The Department's written determination that Respondent has completed all phases of the Remedial Program (including Site Management), in which event the termination shall be effective on the 5th Day after the date of the Department's letter stating that all phases of the remedial program have been completed.

B. Notwithstanding the foregoing, the provisions contained in Paragraphs VI and IX shall survive the termination of this Order and any violation of such surviving Paragraphs shall be a violation of this Order, the ECL, and 6 NYCRR 375-2.11(a)(4), subjecting Respondent to penalties as provided under Paragraph IV so long as such obligations accrued on or prior to the Termination Date.

C. If the Order is terminated pursuant to Subparagraph XIV.A.1, neither this Order nor its termination shall affect any liability of Respondent for remediation of the Site and/or for payment of State Costs, including implementation of removal and remedial actions, interest, enforcement, and any and all other response costs as defined under CERCLA, nor shall it affect any defenses to such liability that may be asserted by Respondent. Respondent shall also ensure that it does not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which existed before any activities under this Order were commenced. Further, the Department's efforts in obtaining and overseeing compliance with this Order shall constitute reasonable efforts under law to obtain a voluntary commitment from Respondent for any further activities to be undertaken as part of a Remedial Program for the Site.

XV. Dispute Resolution

A. In the event disputes arise under this Order, Respondent may, within fifteen (15) Days after Respondent knew or should have known of the facts

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which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to this Order.

C. Nothing contained in this Order shall be construed to authorize Respondent to invoke dispute resolution with respect to the remedy selected by the Department in the ROD or any element of such remedy, nor to impair any right of Respondent to seek judicial review of the Department's selection of any remedy.

XVI. Miscellaneous

A. Respondent agrees to comply with and be bound by the provisions of 6 NYCRR Subparts 375-1 and 375-2; the provisions of such Subparts that are referenced herein are referenced for clarity and convenience only and the failure of this Order to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Order.

B. The Department may exempt Respondent from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Order in accordance with 6 NYCRR 375-1.12(b), (c), and (d).

C. 1. Respondent shall use best efforts to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Respondent's obligations under this Order, including all Department-approved Work Plans and the schedules contained therein. If, despite Respondent's best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Respondent shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Respondent in obtaining same.

2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Respondent to modify the Work Plan pursuant to 6 NYCRR 375-1.6(d)(3) to reflect changes necessitated by Respondent's inability to obtain such interest.

D. The paragraph headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Order.

E. 1. The terms of this Order shall constitute the complete and entire agreement between the Department and Respondent concerning the implementation of the activities required by this Order. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order. In the event of a conflict between the terms of this Order and any Work Plan submitted pursuant to this Order, the terms of this Order shall control over the terms of the Work Plan(s). Respondent consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Order.

2. i. Except as set forth herein, if Respondent desires that any provision of this Order be changed, Respondent shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph IV.A.1.

ii. If Respondent seeks to modify an approved Work Plan, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph IV.A.1.

iii. Requests for a change to a time frame set forth in this Order shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Respondent promptly.

F. 1. If there are multiple parties signing this Order, the term "Respondent" shall be read in the plural, the obligations of each such party under this Order are joint and several, and the insolvency of or failure by any Respondent to implement any obligations under this Order shall not affect the obligations of the remaining Respondent(s) under this Order.

2. If Respondent is a partnership, the obligations of all general partners (including limited

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partners who act as general partners) under this Order are joint and several and the insolvency or failure of any general partner to implement any obligations under this Order shall not affect the obligations of the remaining partner(s) under this Order.

3. Notwithstanding the foregoing Subparagraphs XVI.F.1 and 2, if multiple parties sign this Order as Respondents but not all of the signing parties elect to implement a Work Plan, all Respondents are jointly and severally liable for each and every obligation under this Order through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Respondents electing to perform additional work shall be jointly and severally liable under this Order for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Order relative to the activities set forth in such Work Plan(s). Further, only those Respondents electing to implement such additional Work Plan(s) shall be eligible to receive the release and covenant not to sue referenced in Paragraph VII.

G. Respondent shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL 27-1421(6) and 6 NYCRR 375-1.5(b)(5).

H. Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

I. Respondent's obligations under this Order represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

J. Respondent and Respondent's successors and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent shall in no way alter Respondent's responsibilities under this Order.

K. This Order may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same instrument.

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30802 **RESOLUTION 2025-710** **ADOPTED**

IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773)

AGENDA ITEM: AUGUST 18TH, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 13, 2025**

RE: **Resolution Approving an Intermunicipal Agreement for the Redevelopment, Operation and Management of Real Property Commonly Known as 772 North Forest Road and 385 and 391 Maple Road, formerly Westwood Country Club (CRS # 5773)**

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

WHEREAS, the Town of Amherst, New York (the "Town") obtained title to certain real property located at 772 North Forest Road and 385 and 391 Maple Road, formerly known as Westwood Country Club (the "Property") with the intention to redevelop it into a world class park; and

WHEREAS, the preservation, protection, development, and proper use of recreation facilities in the Town of Amherst and County of Erie for the benefit of the public and promoting the health, safety, and general welfare of the community is a matter of great interest to its residents; and

WHEREAS, the Town has secured grant funding from New York State to design and construct certain recreational amenities, including an inclusive playground, and has agreed to use its best efforts to utilize the grant funding for substantially the same purpose as described in the grant application until and unless the grant is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made (the "Town Project"); and

WHEREAS, the Property is currently identified and classified by the New York State Department of Environmental Conservation ("NYSDEC") with an administrative classification as a "P Site" pursuant to 6 NYCRR Part 375-1.7(a)(4) and is the subject of an Order of Consent and Administrative Settlement executed by the Town (the "P-Order"); and

WHEREAS, the P-Order provides a mechanism for the NYSDEC to provide oversight for any necessary investigation or remediation of the Property and for the provision of a regulatory release as relates to any identified contamination, or lack thereof; and

WHEREAS, the Town and the County of Erie (the "County") now desire to partner in the redevelopment of the Property into a County park (the "Project"), including the restoration of nine holes of the historic former Willowdale golf course and the transformation of the remainder of the Property into a passive park open for the enjoyment of all residents of the Town and the County (the "County Project"); and

WHEREAS, the Town is agreeable to transferring all its right, title and interest in and to the Property in exchange for the County assuming all responsibilities for the Property including all costs of the County Project as well as all capital and operating expenses going forward, with the exception of the Town Project; and

WHEREAS, the Town and County desire that the County join as an additional party under the P-Order; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (SEQRA) and the implementing regulations at 6 N.Y.C.R.R. Part 617 (the "Regulations") the Erie County Legislature, acting as Lead Agency through the Department of Environment and Planning, issued a Negative Declaration for the Project, finding that the Project will not have a significant adverse impact on the environment and that a Draft Environmental Impact Statement need not be prepared; and

WHEREAS, the Town and County, pursuant to General Municipal Law Sections 119-o and 244-b and otherwise, have the municipal powers to design, improve and maintain property for recreational purposes for the benefit of the public they serve and to enter into joint agreements for the same; and

WHEREAS, the Town and the County have entered into an Intermunicipal Agreement dated January 18, 2023 and amended on June 25, 2024 (hereinafter collectively the "Initial IMA") which was created to allow the County to provide financial assistance in the cost of planning, design and engineering expenses related to the creation of the Project; and

WHEREAS, the Town and County wish to commence the Project as soon as reasonably possible for the benefit of their taxpayers by agreeing to allow the County to develop, operate, and manage the County Project pending the Public Hearing for the determination on the acquisition of the park and the proposed transfer of ownership of the Property to the County pursuant to the Purchase Agreement between them. and

WHEREAS, to accomplish the moving forward with the creation of the park the Town and the County have agreed to enter into a new Intermunicipal Agreement between them that sets forth the Parties rights and obligations, including, but not limited to, the County commencing the redevelopment of the park as soon as reasonably possible at the County's expense.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Amherst as follows:

1. The Town Board authorizes and directs the Town Supervisor to execute the new Intermunicipal Agreement on behalf of the Town, pending successful completion of the Contract Routing System (CRS).

SBB:EAB
c: Tim Koller, Deputy Town Clerk (w/ attachments **Agenda Item – August 18, 2025**)

8/18/2025
Consent

FINANCIAL IMPACT:

N/A

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

INTERMUNICIPAL AGREEMENT

THE COUNTY OF ERIE
AND
THE TOWN OF AMHERST

THIS INTERMUNICIPAL AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below, is by and between the **COUNTY OF ERIE**, a municipal corporation of the State of New York, with offices located at 95 Franklin Street, Buffalo, New York 14202 (hereinafter referred to as the "County") and **THE TOWN OF AMHERST,** a municipal corporation of the State of New York, having an office and place of business at 5583 Main Street, Williamsville, New York, 14221 (hereinafter referred to as the "Town").

WHEREAS, the County and Town, pursuant to General Municipal Law §§ 119-o, and 244-b, and otherwise, have municipal powers to design, improve, and maintain property for recreational purposes for the benefit of the public they serve, and to enter into joint agreements for the same; and

WHEREAS, the Town has acquired certain real property consisting of approximately +/- 170 acres, situated in the Town of Amherst and identified on tax maps as 772 North Forest Road (SBL#68.01-1-1), 385 Maple Road (SBL#55.18-4-9), and 391 Maple Road (SBL#55.18-4-10) (collectively the "Property"); and

WHEREAS the Town, with financial assistance from the County provided pursuant to an Intermunicipal Agreement ("First IMA") dated January 18, 2023, attached as Exhibit A, and Amended pursuant to a First Amendment to said IMA Agreement dated June 25, 2024 (Attached as Exhibit B) has been preparing the Property for redevelopment into a world class regional park (the "Project") for the benefit of all the residents of Amherst and Erie County; and

WHEREAS, after the Town completed its environmental review of the Project, to move portions of the Project into the construction phase the Town and County entered into a park development phase for the Property; and

WHEREAS, the County desires to continue to join with the Town in developing the Property, to the extent feasible, into destination County parkland for the enjoyment of nature and other recreational activities of benefit to the residents of the Town and County (the "Project"), by now providing the park improvements set forth in Exhibit C (the "County Improvements"), on the

Attachment: 5773_original_contract_12874 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

approximately 162 acres of the Property set forth in Exhibit D as Parcel A, so that Parcel A may be developed, operated, and maintained by the County as parkland with a passive park, and a 9 hole golf course, consistent with the concept plan set forth as Exhibit E, at the sole cost and expense of the County; and

WHEREAS, as part of the County's assistance, the County will be implementing remediation activities on Parcel A under New York State Department of Environmental Conservation ("NYSDEC") oversight provided for under the NYSDEC "P" Program, authorized under New York State Environmental Conservation Law Article 27, Title 13 and ECL 3-0301; and

WHEREAS, The Town shall develop its own project on the remaining 8.2 acres of the Property as set forth in Exhibit D as Parcel B to include an inclusive playground and public square area designed to support a variety of economic driving activities such as local markets and holiday markets; and

WHEREAS, the Town and County have executed a Purchase and Sale Agreement (the "PSA") under which the County will take title to the full Property in two phases as described therein.

NOW, THEREFORE, in consideration of the above, and to reflect the current status of the Project, and to safely and responsibly complete the Project, and for other good and valuable consideration, the receipt and sufficiency of which are hereby reaffirmed and acknowledged, the County and Town agree that the County shall be authorized to develop, operate, and maintain Parcel A as parkland subject to the following terms and conditions:

1. No work items identified in Exhibit C shall proceed until the Town Attorney has provided written notice to the County that work plans for each item of work to proceed have been approved, and all applicable approvals and permits have been issued, including all necessary approvals of the NYSDEC with respect to a Change of Use, execution by the County of an Amendment to the existing P-Order so as to add the County as a Respondent, and to amend related work plans.

2. Within seven (7) days of execution of this Agreement, the Town shall provide notice to the current tenant that the Town is terminating their existing lease and the current tenant shall be ordered to vacate and remove all vehicles from the Property within 30 days of the date of such notice.

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3. With regard to the activities of the County authorized by this Agreement, while the Agreement remains in effect the County shall procure and maintain insurance coverage approved in writing by the Town for its maintenance, operation and/or repair of the Property as specified in Schedule "E" attached hereto and made a part hereof which shall include pollution legal liability coverage. The County may provide proof of self-insurance in lieu of insurance policies for the work performed by its own professionals in the design of the Project.

4. During the term of this Agreement the County agrees to cause its consultants, sub-consultants and vendors to maintain insurance coverage consistent with the insurance certificate included as Schedule "E" hereto and to name the "Town of Amherst" as an additional insured on a non-contributory basis with a waiver of subrogation on all such insurance policies, and to provide to the Town Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of such work.

5. During the term of this Agreement, and to the extent authorized by law, the County, and its contracted professionals shall indemnify, defend and hold harmless the County, and the Town, and their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, penalties, fees, and actual and reasonable attorney's fees or loss of any nature arising out of the County performance of activities pursuant to this Agreement.

6. The Town shall have sole responsibility, authority, and control over the operation, management, scheduling, and maintenance of Parcel B during redevelopment by the Town of Parcel B. Once remediation and redevelopment efforts on Parcel A are safely and responsibly completed, upon notice by the Town to the County Parcel A shall be operated as a public park by the County providing recreational resources to all Town and County residents..

7. From the execution of this Agreement and during redevelopment of Parcel A by the Town, the Town shall have shared use of the Maintenance Building and Cart Building with the County, as depicted on Exhibit D. Said use shall terminate upon notice by the Town to the County, or upon the County's written notice to the Town of not less than thirty (30) days,

8. The County shall, at its sole cost and expense, investigate, remediate, monitor, repair, maintain, operate, and properly supervise the

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Property. It is understood and agreed that such investigation, remediation, monitor, repair, maintenance, operation, and supervision shall be performed as necessary, including to address hazardous conditions at the Property as approved by or required by NYSDEC, consistent with the P Order being executed by the County as determined by NYSDEC, and consistent with the Recreational Easement attached hereto as Exhibit F.

9. Following construction of the County Improvements on the Property so as to safely and responsibly redevelop it as passive parkland with amenities together with a nine-hole golf course, Parcel A shall be available to the public as required by this Agreement although the County shall have sole discretion to determine schedule and terms of use, and to manage it as a County Park, and consistent with Exhibit F.

10. Throughout the term of this Agreement the County shall, at its own cost and expense, promptly comply with all applicable statutes, ordinances, rules, orders, regulations, codes and requirements of , Federal and State governments, including all requirements under the P-Order as determined by NYSDEC.

11. This Agreement shall terminate at such time as the Town transfers Parcel A to the County pursuant to a duly authorized and executed Purchase and Sale Agreement; however, if after one (1) year from the date of this Agreement Parcel A has not yet been transferred to the County, and the County in its sole judgment determines it is not feasible to proceed the County may terminate this Agreement. In the event of such a termination any improvements made on the property shall remain in the exclusive ownership of the Town at no cost or expense to the Town.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized officers and/or agents as of the day and year first set forth above.

TOWN OF AMHERST

By: _____
Name: Mark C. Poloncarz/Lisa Chimera
Title: County Executive/Deputy County Executive
Date:_____

By: _____
Name: Brian J. Kulpa
Title: Amherst Town Supervisor
Date:_____

APPROVED AS TO CONTENT

_____
By: Troy P. Schinzel
Title: Commissioner of Parks. Recreation & Forestry

APPROVED AS TO FORM

_____
By: Richard Stanton
Title: Assistant County Attorney
Date: _____
Erie County Document No.: _____

APPROVED AS TO FORM

_____
By: Steven B. Bengart
Amherst Town Attorney
Daste: _____

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EXHIBIT "A"

FIRST INTERMUNICIPAL AGREEMENT

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EXHIBIT "B"

FIRST AMENDMENT TO INTERMUNICIPAL AGREEMENT

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EXHIBIT C

ACTIVITIES AUTHORIZED TO BE UNDERTAKEN TO DEVELOP, OPERATE AND MAINTAIN A PUBLIC PARK ON PARCEL A

1. Pre-IRM Activities may include:
    a. Stockpiling of pre-tested soil meeting 6 NYCRR Part 375, and Fill Type 1 (F 1) under 6 NYCRR Part 360.13(f) standards for Commercial Use to be used as cover with implementation of anticipated Interim Remedial Measures during site remediation under NYSDEC "P" Program. The stockpiling is limited to paved areas on Parcel A.
    b. Secure Clubhouse Building - Roof work at old clubhouse (possible cover until replacement). In September-October 2025 work would be tarping roof and securing minimal heat source to avoid further deterioration.
    c. Secure and renovate Pro Shop. Pro Shop work would entail establishing public restroom facilities, and upgrading heating, repainting, and interior upgrades if necessary. Maintenance Building work would involve making sure building is weather type, Maintenance Building would also be available for use by Town and County, and County Golf Course vendor.
    d. Cart path/trail restorations. This work would involve extension of width of paths approximately 12 inches , and repaving over existent path and new 12 "inch path with asphalt. New 12" inch path would require a 4" stone base. Commencing as soon as IMA is signed. This activity must be conducted in accordance with an NYSDEC approved excavation work plan, performed in accordance with the "P" Program.
    e. Inspect, test, and repair irrigation on fairways, after execution of an NYSDEC approved Soils Management Plan. This activity must be conducted in accordance with an NYSDEC approved excavation work plan, performed in accordance with the "P" Program.
    f. Reestablishment of fairways holes 10-18 by (brush hogging, clearing fallen trees, tree trimming). This activity must be conducted in accordance with an NYSDEC approved excavation work plan, performed in accordance with the "P" Program.
2. Implementation of NYSDEC Interim Remedial Measure work plan (IRM) on Parcel A may include
    a. Remediation of tee boxes and greens pursuant to the IRM.
    b. Berming of excavated soils from remediation areas in accordance with IRM, if part of the IRM.
    c. Reestablishment of tee and greens on holes 10-18, and putting/chipping practice area.
3. Post IRM, consistent with NYSDEC site management plan

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a. After IRM work is complete, open, operate, and maintain passive park for benefit of public.
b. After IRM work complete, and bathrooms established, operate and maintain golf course.

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EXHIBIT D

PARCELS OF LAND

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EXHIBIT E

INSURANCE REQUIREMENTS

THIS INTERMUNICIPAL AGREEMENT, made the 18th day of January, 2023 by and between:

THE COUNTY OF ERIE, a municipal corporation of the State of New York, having an office and place of business at 95 Franklin Street, Buffalo, New York 14226, (hereinafter referred to as the "County")

and

THE TOWN OF AMHERST, a municipal corporation of the State of New York, having an office and place of business at 5583 Main Street, Williamsville, New York, 14221 (hereinafter referred to as the "Town")

WHEREAS, the County and Town, pursuant to General Municipal Law §§ 119-o, and 244-b, and otherwise, have municipal powers to design, improve, and maintain property for recreational purposes for the benefit of the public they serve, and to enter into joint agreements for the same; and

WHEREAS, the Town is in the process of acquiring certain real property situated in the Town of Amherst and identified on tax maps as 772 North Forest Road (SBL#68.01-1-1), 385 Maple Road (SBL#55.18-4-9), and 391 Maple Road (SBL#55.18-4-10) (collectively the "Property") described on Schedule "A" which is attached to and made a part of this Agreement; and

WHEREAS, the County desires to assist the Town in developing the Property, to the extent feasible, into destination parkland for the enjoyment of nature, and other recreational activities of benefit to the residents of the Town, and County (the substantial development of the Property into recreational space, and parkland is hereinafter referred to as the Project); and

WHEREAS, in order to develop the Property into the Project substantial engineering, and design expenses are required.

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NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the County and the Town, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I
IMPROVEMENTS TO THE PROPERTY

Section 1.0. The Town shall undertake the activities set forth in Schedule "B", which plans have been approved by the Town and the County, which services may be provided by inhouse staff and design professionals (including but not limited to professional planners, licensed architects, engineers, project managers, analysts and other pre-approved professionals), and reimbursed subject to certification of time and expense tracking, or design, engineering and environmental attorney professional services procured by the Town in compliance with its own procurement rules, the General Municipal Law, and other applicable local laws,

ARTICLE II
PAYMENT

Section 2.0. In consideration of the planning, design and engineering of the improvements to be made to the Property, the County shall reimburse the Town an amount not to exceed One Million Eight Hundred Fifty Four Thousand Six Hundred Eighty Two ($1,854,682.00), payable monthly and pursuant to the staff rates stated in the table attached hereto as Schedule "C" plus 22% to cover a portion of the fringe expenses attributable to such staff, as well direct costs of professional services procured by the Town for the Project which shall be evidenced by paid invoices from such professional services consultants. The County shall have no further obligation whatsoever for the Property. In the event that, during the term of this agreement, Town staff is substituted for the staff listed in Schedule C, the Town will provide the County with the substituted staff and corresponding rates. In the event that the Project continues into 2024 and beyond, the Town will provide the County with rate schedules annually in December preceding the next year.

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Any and all requests for payment shall be submitted by the Town on properly executed payment vouchers of the County, substantiate time and expense for services provided, and paid only after approval by the County. In no event shall a payment be made to the Town prior to the submission of reports and the approval of same by the County.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Town for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Town as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Section 2.0 but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Town to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF THE TOWN REGARDING THE PARK

Section 3.0. The Town shall have sole authority and control over the development, operation, management, scheduling and maintenance of the Property. The Property shall be operated as a Town park, but shall be available to all County residents.

Section 3.1. The Town shall, at its sole cost and expense, assume full responsibility for the operation of the Property for park purposes in accordance with this Agreement and for repair,

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maintenance and security of the Property in accordance with this Agreement, all to the satisfaction of the County.

Section 3.2. The Property shall be open and available to the general public and under no circumstance shall access be limited solely to residents of the Town or other designated local government.

Section 3.3. The Town shall, at its sole cost and expense, repair, maintain and properly supervise the Property, it being understood and agreed that such repair, maintenance and supervision shall be performed by the Town when necessary and to correct hazardous conditions.

Section 3.4. Following construction of improvements on the Property, they shall be available to the public as required by this Agreement although the Town shall have sole discretion to schedule the use of same as appropriate.

Section 3.5. The Town shall, at its own cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and local governments and all insurance requirements applicable to the said Property or any part thereof or applicable to this Agreement, This shall include, but not be limited to any and all Federal, State and Local procurement laws;; the New York State Environmental Quality Review Act (SEQR), all to the extent applicable The Commissioner or his designee shall be entitled to enter the Property, or any part thereof, at any and all times for any and all purposes, without the need to obtain the consent or permission of the Town.

Section 3.6. The Town shall acknowledge the County's contribution toward improvement of the Property on any signs erected at the Property and on any other publications, documents, etc. mentioning the Property.

Section 3.7. In addition to, and not in limitation of the insurance requirements contained in Schedule "D" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Town agrees:

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(a) that to the extent permitted by law, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the maintenance, operation, security and/or repair of the Property and this Agreement and of the acts or omissions hereunder by the Town or third parties under the direction or control of the Town; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of maintenance, operation, security and/or repair of this Property and this Agreement and to bear all other costs and expenses related thereto.

ARTICLE IV
INSURANCE

Section 4.0. The Town shall procure and maintain insurance coverage for its maintenance, operation and/or repair of the Property as specified in Schedule "D" attached hereto and made a part hereof. Notwithstanding the above, the Town may provide proof of self-insurance in lieu of insurance policies for the work performed by its own professionals in the design of the Project.

Section 4.1. During the term of this Agreement, for the work to be performed and to be paid by the County funds, the Town agrees to cause its consultants, sub-consultants and vendors to maintain insurance coverage consistent with the insurance certificate included as Schedule "D" hereto and to name the "County of Erie" as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of such work.

Section 4.2. To the fullest extent authorized by law, the Town, and its contracted design professionals shall indemnify and hold harmless the County, its officers, employees and agents

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from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the responsible party's acts or omissions in the performance or failure to perform hereunder.

ARTICLE V
RESPONSIBILITIES OF THE COUNTY

Section 5.0. The County shall have no responsibility for the operation, and maintenance of the Property other than to provide the payment set forth in Section 2.0 hereof.

ARTICLE VI
TERM OF AGREEMENT

Section 6.0. The term of this agreement shall be three (3) years commencing on January 1, 2023, unless terminated sooner as provided herein.

ARTICLE VII
NOTICES

Section 7.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

Erie County
Commissioner of Environment & Planning
95 Franklin Street
Buffalo, New York 14202

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with copies to:

County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Town:

Town Supervisor
5583 Main Street
Williamsville, New York 14221

with copies to:

Town Attorney
5583 Main Street
Williamsville, New York 14221

ARTICLE VIII
MISCELLANEOUS

Section 8.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 8.1. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 8.2. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 8.3. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous

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negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Section 8.4. It is recognized and understood that the Town is not an agent of the County and in accordance with such status, the Town, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 8.5. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 8.6. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 8.7. All covenants, stipulations, promises, agreements and obligations of the Town and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Town and the County and not of any member, officer or employee of the Town or the County in his individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Town or the County or any natural person executing this Agreement.

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Section 8.8. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 8.9. Failure of any party to insist upon strict performance of any term, condition or covenant of this Agreement shall not be deemed to constitute a waiver or relinquishment of such term, condition or covenant for the future right to insist upon and to enforce by injunction or by other legal or appropriate remedy strict compliance by any other party with such term, condition or covenant.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF ERIE

By: _____
Name: Mark C. Poloncarz/Lisa M. Chimera
Title: County Executive/Deputy County Executive

TOWN OF AMHERST

By: _____
Name: Brian J. Kulpa
Title: Town Supervisor

Approved as to Content

Electronically Signed
By: Daniel R. Castle
Title: Commissioner of Environment & Planning

Approved as to Form

Electronically Signed
By: Richard E. Stanton
Title: Assistant County Attorney
Doc No. _____
Date: _____

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF ERIE

By: Lisa M Chimera
Name: Mark C. Poloncarz/Lisa M. Chimera
Title: County Executive/Deputy County Executive

TOWN OF AMHERST

By:
Name: Brian J. Kulpa
Title: Town Supervisor

Approved as to Content

Electronically Signed
By: Daniel R. Castle
Title: Commissioner of Environment & Planning

Approved as to Form

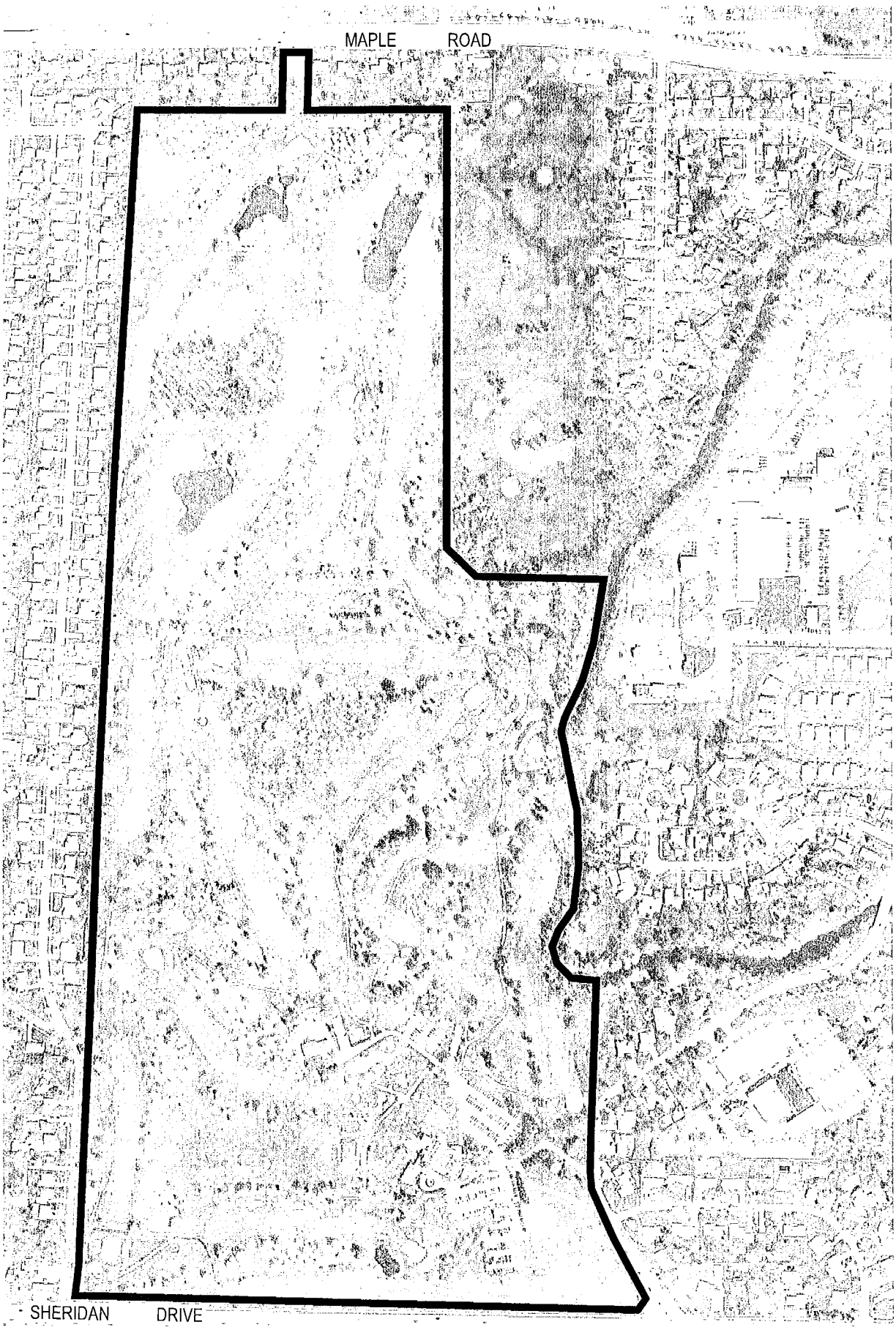
Electronically Signed
By: Richard E. Stanton
Title: Assistant County Attorney
Doc No. 23-35-EP
Date: 1/18/23

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

SCHEDULE "A"

MAP OF THE PROPERTY

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))



Town of Amherst Westwood Site
Intended Use Exhibit
772 North Forest Road (SBL 68.01-1-1.2)
December 1, 2022

NOTES:
THE FOLLOWING DRAWING IS NOT SURVEYED OR PROPERLY ALIGNED TO A COORDINATE SYSTEM. THIS PLAN REFLECTS TAX PARCEL DATA, AERIAL IMAGERY AND OTHER TOWN GEOSPATIAL DATA.

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

SCHEDULE "B"

PLANNING, DESIGN AND ENGINEERING ACTIVITIES RELATED TO IMPROVEMENTS TO THE PROPERTY

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

Town of Amherst

Amherst Central Park Improvements:

Centrally located in the Town of Amherst and comprised of 170 acres, the former Westwood Country Club site offers an unprecedented opportunity to create a beautiful natural resource that can be enjoyed by people of all ages. The Town of Amherst is creating a world-class park to become Amherst Central Park in the heart of Amherst, the largest Town in Erie County. With RENEW Plan funding, the Town will complete the planning, design and engineering of the park space, including infrastructure needs throughout the property. With a focus on preservation of green space, the park design will include a public square to support a variety of economic driving activities like local markets, including an annual holiday market, for the Town and region's small businesses.

The Town of Amherst will engage in Planning and Engineering work at the future Amherst Central Park inclusive of overall Site/Civil Engineering Services, Asbestos Survey, Site Survey and Geotechnical work. Additionally, the Town will pursue Landscape Architecture and Design Services to prepare for the construction of park features including a public square.

Planning work to create the overall Master Site Plan will show basic above-ground infrastructure including conceptual future building footprints and parking locations and showing existing buildings or structures to remain. It will also show the design of a new public square.
It will map the location of future streets and trails, location of outdoor recreation facilities, restrooms/outbuildings and other topographic features.

Engineering work is to include demolition/removals plans, site/layout plans, staging/phasing plans, grading and erosion control plans, utility plans, storm drainage plans, and all associated details. Utility plans to include storm, sanitary sewer, water, and gas from connections.

The Town will complete an environmental review of the project in compliance with the requirements of the State Environmental Quality Review Act (SEQRA).

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

	Total Cost	Local Share Required	Amount of ARP Funds Required	Months Estimated to Completion	Completion Date M/Y
Planning	$ 100,000		$ 100,000	12	12/22
Engineering					
In House	$ 392,000		$ 392,000	26	9/24
Contract Consultant	$ 1,362,682		$ 1,362,682	26	9/24
Site/Building Relocation					
Construction					
Contractor					
Own Labor					
Materials					
Operations					
Salary/Fringes					
Equipment					
Other - Specify					
TOTAL	$ 1,854,682		$ 1,854,682	38	9/24

Total Project Cost: $ 2,400,000
Local Project Funds:
ARP Funds Requested: $ 2,400,000

Non-ARP Secured Funding:
*Source

Other Needed Funding:
*Source
*Provide Documentation (letter, budget line, etc.) if over 5% of Total cost

Please attach documentation concerning source of estimated costs

(PAGE MUST BE COMPLETELY FILLED OUT FOR YOUR APPLICATION TO BE ACCEPTED)

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

SCHEDULE "C"

TOWN RATE SCHEDULE FOR COUNTY PAYMENTS

Account Number	Employee Name	Employee Number	Title	Hourly Rate 2022	Hourly Rate 2023
A-8020	Amplement, Kim	8597	Planner	$35.57	$37.01
A-8020	Howard, Dan	3247	Planning Director	$65.98	$69.15
A-8020	Rappoccio, Roberta	9191	Associate Planner	$40.74	$43.52
A-8020	Szatkowski, Jeff	6759	Landscape Architect	$37.22	$39.73
A-8020	Ulatowski, Dan	9203	Assistant Planning Director	$53.68	$59.70
A-1440	Armstrong, Brian	4669	Assistant Municipal Engineer	$65.17	$66.48
A-1440	Barnes, Brian	5950	Senior GIS Analyst	$45.19	$46.83
A-1440	Bellacose, Marc	7223	Junior Municipal Engineer	$38.38	$39.15
A-1440	Bourdreu, Jessica	9506	Project Manager	$42.67	$43.52 Jan-June $44.39 July-Dec
A-1440	Burroughs, Jeffrey	4973	Town Engineer	$75.94	$78.62
A-1440	Pontikos, Asher	8954	GIS Analyst	$33.99	$34.67 Jan-June $35.36 July-Dec
G-9000	Reberholt, Vaishali	7596	Assistant Municipal Engineer	$50.18	$52.20
A-1440	Schregel, Christoher	6036	Project Manager/Traffic Engineer	$43.51	$45.01
A-1620	Dafchik, Anne	9638	Architect	$62.34	$65.49
A-1620	Rizzo, Daniel	9327	Director of Facilities	$35.43	$35.43
A-1620	Reilly, Daniel	9520	Construction Project Manager	$53.08	$55.77
A-1230	Melski, Emily	9345	Project Manager & Coordinator of Federal and State Aid Programs	$33.98	$36.27

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

SCHEDULE "D"

STANDARD INSURANCE PROVISIONS
(COUNTY)

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

ATTACHMENT "H"

STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	$1,000,000 per occ.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000	$1,000,000 CSL	$1,000,000	$1,000,000 CSL
General Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Products Completed Operations Liability	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	$1,000,000 CSL		$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	$5,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000	$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI. Coverage must be provided on a primary-noncontributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. If the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted.

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

X. Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law --- Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

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

Martin A. Polowy
Town Attorney

Nicole M. Burroughs
Senior Paralegal

Samuel A. Alba
Sr. Deputy Town Attorney

Ann Demopoulos
Deputy Town Attorney

Brittanylee Penberthy
Town Prosecutor

January 5, 2023

County of Erie
Department of Environment and Planning
92 Franklin Street
Buffalo, New York 14202

Re: Town of Amherst Self-Insured Status

Dear Sir/Madam:

The Town of Amherst is insured for liability purposes through its own insurance reserve fund established pursuant to the provisions of §6-n of the New York General Municipal Law. Approved or appropriate claims are paid for from funds established under the terms of the program established by the Town Board pursuant to the authority of §6-n. Furthermore, on September 29, 1986, the Town Board adopted a resolution agreeing to "hold harmless" any other municipality, corporation, partnership, association, or individual that provides facilities, real property or other assets to the Town for purposes of carrying out its functions and programs. A copy of that resolution is enclosed.

Very truly yours,

/s/Martin A. Polowy

Martin A. Polowy, Esq.
Town Attorney's Office

MAP:rms
Enclosures

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

SEPTEMBER 29, 1986

A special meeting of the Amherst Town Board, 5583 Main Street, Williamsville. New York 14221 on Monday , September 29, 1986 at 3:30 P.M.,
Roll call: John R. Sharpe, Supervisor; Richard C. Barton, Councilman; Charles W. Moses, Councilman; Harold J. Collier, Councilman; William L Kindel, Councilman; Lynn Millane, Councilman; Lawrence Southwick. Councilman
Also present: Dolores B. Shearer. Deputy Town Clerk; James M. Nesper, Town Attorney
A motion was made by Councilman Southwick, seconded by Supervisor Sharpe to approve the following resolution:
WHEREAS, the Hartford Insurance Co. has proposed a renewal of the Town's insurance policies at an annual premium of from $1.2 million to $1.8 million and,
WHEREAS, the expected cost of a self insurance program for the Town is substantially less than the price charged by Hartford and
WHEREAS, certain insurance coverages formerly available to the Town are no longer available at any price and,
WHEREAS, the limits on coverage have been reduced and,
WHEREAS, the Town Board wishes to save the taxpayers' money and believes that the risks are acceptable in accord with the September 13 memorandum from Councilman Southwick,
NOW, THEREFORE, BE IT RESOLVED that the basic liability insurance coverages from the Hartford be canceled as of the earliest feasible date and,
BE IT FURTHER RESOLVED that the umbrella policies be canceled as of October 3, 1986 and,
BE IT FURTHER RESOLVED that the workers' compensation policies be transfered to the State Insurance Fund as soon as is feasible and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to sign a contract with the Gallagher-Bassett organization, or with another firm should the Gallagher-Bassett price be too high, for claims handling and
BE IT FURTHER RESOLVED that the Town retain, where feasible, insurance coverage for buildings and contents, boilers, crime, electronic data processing equipment, papers and public officials' liability and
BE IT FURTHER RESOLVED that a fund for claims be set up in the maximum allowable amount and,
BE IT FURTHER RESOLVED that the Town Attorney be authorized to engage outside counsel to defend against actions brought against the Town where such actions would have formerly been defended by the insurance company and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to seek a consulting firm specializing in loss control and prevention services to be contracted for such services.
Roll call: Southwick, aye; Sharpe, aye; Kindel, no; Millane, aye; Collier, aye; Moses, no; Barton, no. Ayes, 4 Noes, 3.
Approved.
A motion was made by Supervisor Sharpe, seconded by Councilman Kindel to approve the following reso lution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town of Amherst to purchase Automobile and General liability insurance coverage, and
WHEREAS, AS OF THE 3rd day of October 1986 the Town of Amherst will no longer be insured and thus be uninsured for Automobile liability and General liability, and
WHEREAS, there are numerous individuals, agencies, associations, partnerships and corporations servicing the

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

Town of Amherst, and/or its Special Improvement District as volunteers, and

WHEREAS, it is desirable and necessary in order to maintain the present level of services to the residents of the Town to continue to utilize the services of said volunteers;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst hereby holds harmless any and all individuals, associations, partnerships and corporations from any claim, action or proceeding arising out of said volunteers' services to the Town of Amherst and/or its Special Improvement District, and

BE IT FURTHER RESOLVED that the Town Attorney be authorized and directed to defend any and all said actions and proceedings as may be commenced by a third party against said volunteers, and

BE IT FURTHER RESOLVED, that the officers of the Town of Amherst be authorized and directed to take all steps necessary to carry out the intent and purpose of this resolution.

Roll call: Sharpe, aye; Kindel, aye; Moses, aye; Barton, aye; Millane, aye; Southwick, aye; Collier, aye. Ayes, 7; Noes, 0. Approved.

A motion was made by Councilman Southwick, unanimously seconded to approve the following resolution:

WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town to purchase Automobile and General liability insurance coverage, and

WHEREAS, the Town of Amherst has utilized from time to time facilities, real property and assets of other municipalities, corporations partnerships, associations, and individuals in order to carry out various Town of Amherst functions and programs and

WHEREAS, it is necessary to continue to utilize said real and personal property of said entities so as to maintain the present level of services to the residents of the Town of Amherst, and

WHEREAS, as part of the consideration for the use of said real and/ or personal property it has been necessary to provide a certificate of insurance naming said entities as a party insured

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor with the assistance of the Town Attorney be authorized and directed to enter into "save harmless" agreements with said municipalities, corporations Partnerships, associations and individuals for the purpose of continuing to utilize said entities real or personal property for various functions and programs sponsored and administered by the Town of Amherst and/or its Special Improvement Districts. and

BE IT FURTHER RESOLVED, that the Supervisor and Town Attorney take all other necessary steps to carry out the intent and purpose of this Resolution.

Roll call: Southwick, aye; Sharpe. aye, Moses, aye; Barton, aye; Collier. aye, Millane, aye; Kindel, aye. Ayes, 7; Noes, 0. Approved.

Adjourn: 4:30 P.M.

Dolores B. Schearer
Deputy Town Clerk
Town of Amherst,
Erie County New York

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

NEW YORK STATE OF OPPORTUNITY. Workers' Compensation Board

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Amherst, Town of

WCB #: W802169

Tax ID #: 16-6002157

Qual Date: 7/3/1993

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 25th day of August 2022.

Kim McCarroll

KIM MCCARROLL
SECRETARY

Status Confirmed By
Lauren Montgomery
8/25/2022

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., March 17, 2022

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the **6th** Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the **17th** day of **March, 2022 A.D.**, a Resolution was adopted, of which the following is a true copy:*

WHEREAS, the American Rescue Plan was signed into law on March 11th 2021; and

WHEREAS, the American Rescue plan included State and Local Relief funding to be used to offset lost revenue, provide premium pay to essential workers, respond to COVID-19 and its economic effects, and invest in sewer, water and broadband infrastructure; and

WHEREAS, Erie County has received $89,213,547 in State and Local Relief funding and will receive a second tranche of State and Local Relief Funding in May of 2022; and

WHEREAS, by receiving State and Local Relief Funding the State of New York has eliminated local aid withholding, benefiting Erie County and creating a significant positive budget variance; and

WHEREAS, facing a major possible deficit in 2020, Erie County took significant action through a deficit remediation plan which eliminated positions, cut other costs, and appropriated fund balance and Fiscal Year 2019 surplus funding; and

WHEREAS, Erie County made additional budget cuts in the Adopted 2021 Budget in face of uncertainty regarding Federal assistance and the future of the coronavirus pandemic and its associated economic impacts; and

WHEREAS, American Rescue Plan Funding is eligible to be encumbered through December 31st 2024 and spent through December 31st 2026 allowing for long-term infrastructure projects to be designed and built; and

WHEREAS, Erie County has also prepared numerous "shovel-ready" projects to begin stimulating the economy quickly; and

WHEREAS, funding for this resolution is available through the first tranche of the American Rescue Plan and the elimination of state-aid cuts related to the passage of the American Rescue Plan; and

WHEREAS funding for the projects in this resolution was allocated via Comm. 13E-15 on July 8th 2021; and

WHEREAS, authorization to contract is needed to implement the projects funded via Comm. 13E-15.

NOW, THEREFORE, BE IT

RESOLVED, that Capital Account A.21131, "Town of Hamburg McKinley Parkway Clark Street Intersection and Other Improvements" be modified into three separate capital projects as follows 1) Town of Hamburg McKinley Parkway Clark Street Intersection and Other Improvements, 2) Town of Hamburg Police Vehicle Purchase and 3) Town of Hamburg Nike Base Recreational and other improvements; and be it further

ATTEST

ROBERT M. GRABER

Clerk of the Legislature of Erie County

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

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BUFFALO, N.Y., March 17, 2022

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the **6th** Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the **17th** day of **March, 2022 A.D.**, a Resolution was adopted, of which the following is a true copy:*

RESOLVED, that the Town of Cheektowaga – Town of Cheektowaga Museum Project as proposed and authorized in Comm. 13E- 15 (2021) shall be deleted and a portion of the funding allocated to the Project shall be reallocated to the "Resurrection Food Pantry" project; and be it further

RESOLVED, that the "Various Municipalities Christmas Market Infrastructure" Project as proposed and authorized in Comm. 13E - 15 (2021) shall be deleted and the funding shall be transferred to "Town of Amherst – Central Park Improvements" in the amount of $2,400,000; and be it further

RESOLVED, that the County Executive / Deputy County Executive be authorized to execute contracts with the following entities in the amounts indicated, from the capital accounts noted:

Project	Contract Authorized With:	Contract Amount Not to Exceed:	From the following capital account:
Juneteenth Festival	Juneteenth Festival Inc.	$200,000	A.21136
Nanny's Nook Day Care Center	Nanny's Nook Quality Home Daycare, Inc.	$70,000	A.21139
Clark Dance Academy	Clark Academy Dance Center	$32,634	A.21140
Northwest Buffalo Community Center	Northwest Buffalo Community Center Inc.	$350,000	A.21141
Town of Hamburg McKinley Parkway Clark Street Intersection and Other Improvements	Town of Hamburg	$750,000	A.21131 or A.211XX
Town of Hamburg Police Vehicle	Town of Hamburg	$100,000	A.211XX
Town of Hamburg- Nike Base Recreational and other Improvements	Town of Hamburg	$350,000	A.211XX
Mt. Aaron Village	Community Hope Builders CDC Inc.	$100,000	A.21138
New Covenant United Church of Christ Building Improvements	New Covenant United Church of Christ	$26,000	A.21137
Resurrection Food Pantry	Life Impact Inc.	$110,000	A.211XX
City of Buffalo - Shoshone Park Improvements	City of Buffalo	$100,000	A.21179
City of Buffalo - Riverside Park Football Field	City of Buffalo	$100,000	A.21183
City of Buffalo - JH Williams Shelterhouse	City of Buffalo	$100,000	A.21184
City of Buffalo - Hertel Avenue Streetscape Improvements	City of Buffalo	$200,000	A.21185
Town of Amherst - Central Park Improvements	Town of Amherst	$2,400,000	A.211XX

and be it further

ATTEST

ROBERT M. GRABER

Clerk of the Legislature of Erie County

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., March 17, 2022

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the **6th** Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the **17th** day of **March, 2022 A.D.**, a Resolution was adopted, of which the following is a true copy:*

RESOLVED, that the Erie County Legislature authorizes the Director of Budget and Management to make any necessary budgetary adjustments as needed to administer these projects; and be it further

RESOLVED, the Erie County Legislature authorizes the Department of Law and County Executive/ Deputy County Executive to execute easements and/or place additional requirements on the aforementioned contracting entities and associated real property (project location) as necessary to implement the projects; and be it further

RESOLVED, that the Clerk of the Legislature shall forward certified copies of this Resolution to the County Executive; the Erie County Comptroller; the Director of Budget and Management; and Department of Environment and Planning.

REFERENCE: **COMM. 5E-10 (2022)**

Attachment: 5773_support_12875 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

ATTEST

ROBERT M. GRABER

Clerk of the Legislature of Erie County

FIRST AMENDMENT TO AGREEMENT

THE COUNTY OF ERIE
AND
THE TOWN OF AMHERST

THIS FIRST AMENDMENT TO AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below, is by and between the **COUNTY OF ERIE**, a municipal corporation of the State of New York, with offices located at 95 Franklin Street, Buffalo, New York 14202 (hereinafter referred to as the "County") and **THE TOWN OF AMHERST,** a municipal corporation of the State of New York, having an office and place of business at 5583 Main Street, Williamsville, New York, 14221 (hereinafter referred to as the "Town").

WHEREAS, the County and the Town have entered into an Intermunicipal Agreement ("Agreement") dated January 18, 2023 whereby the County shall assist the Town with planning, design, and engineering expenses related to the development of certain real property at 772 North Forest Road (SBL#68.01-1-1), 385 Maple Road (SBL#55.18-4-9), and 391 Maple Road (SBL#55.18-4-10) (collectively the "Property") into the Amherst Central Park Project (hereinafter referred to as the "Project"), a destination parkland site for the enjoyment of nature and other recreational activities of benefit to Town and County residents; and

WHEREAS, The Town has completed its environmental review of the Project, and is ready to move into the construction phase; and

WHEREAS, the parties desire to amend Section 2.0, "Schedule B," and "Schedule C" of the Agreement to reflect a revised scope of work, increased contract amount, and revised Town Rate Schedule.

NOW, THEREFORE, in consideration of the above, and to reflect the current status of the Project, and for other good and valuable consideration, the receipt and sufficiency of which are hereby reaffirmed and acknowledged, the County and Town agree that the following changes shall be made:

a. Following the execution of this Amendment, in-kind services provided by the Town shall no longer be a reimbursable expense of this project, all services associated with this Project shall be contracted out to professional contractors or consultants;
b. The amount of the Contract shall be increased from $1,854,682 to $2,400,000 (increase of $545,318); and
c. Construction shall be added to the Project scope of services.

AND IT IS FURTHER AGREED, in consideration of the agreed upon changes, the following sections of the Agreement shall be amended as follows:

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

1. Sections 1.0 and 2.0 – Any references to the Town's use of in-house staff for professional services being reimbursable under the agreement is no longer applicable. In-house expenses incurred by the Town shall no longer be reimbursable by the County under this agreement.

2. Section 2.0 – The County shall reimburse the Town an amount not exceed two million, four hundred thousand dollars ($2,400,000).

3. Schedule "B" – Planning, Design and Engineering Activities Related to Improvements to the Property is amended to add construction of the proposed Winter Market as an additional task. Amended Schedule B included as attachment.

4. Schedule "C" – Town Rate Schedule for County Payments is amended to include revised rate schedule that clarifies 2023 hourly rates and fringe. Amended Schedule C included as an attachment.

AND IT IS FURTHER AGREED that in the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Erie County Agreement to be duly executed by their authorized officers and/or agents as of the day and year first set forth above.

COUNTY OF ERIE

By: Lisa M Chimera
Name: Mark C. Poloncarz/Lisa Chimera
Title: County Executive/Deputy County Executive
Date: 6/25/24

TOWN OF AMHERST

By:
Name:
Title:
Date: 5/5/24

APPROVED AS TO CONTENT

Electronically Signed
By: Daniel R. Castle, AICP
Title: Commissioner of Environment & Planning

23-35-EP

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

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2. Section 2.0 – The County shall reimburse the Town an amount not exceed two million, four hundred thousand dollars ($2,400,000).

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IN WITNESS WHEREOF, the Parties have caused this First Amendment to Erie County Agreement to be duly executed by their authorized officers and/or agents as of the day and year first set forth above.

COUNTY OF ERIE

By: _____
Name: Mark C. Poloncarz/Lisa Chimera
Title: County Executive/Deputy County Executive
Date: _____

TOWN OF AMHERST

By: _____
Name:
Title:
Date: 5/5/24

APPROVED AS TO CONTENT

Electronically Signed
By: Daniel R. Castle, AICP
Title: Commissioner of Environment & Planning

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

APPROVED AS TO FORM

Electronically Signed

By: Richard Stanton
Title: Assistant County Attorney
Document No.: 23-35-EP
Date: 6/25/2024

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

AMENDED SCHEDULE "B"

PLANNING, DESIGN, ENGINEERING, AND CONSTRUCTION ACTIVITIES RELATED TO IMPROVEMENTS TO THE PROPERTY

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

Town of Amherst
Amherst Central Park Improvements:

Centrally located in the Town of Amherst and comprised of 170 acres, the former Westwood Country Club site offers an unprecedented opportunity to create a beautiful natural resource that can be enjoyed by people of all ages. The Town of Amherst is creating a world-class park to become Amherst Central Park in the heart of Amherst, the largest Town in Erie County. With RENEW Plan funding, the Town will complete the planning, design and engineering of the park space, including infrastructure needs throughout the property. *The funding will also cover a portion of the cost of construction of the proposed Winter Market area to be completed in the initial stage of the Project at the proposed Amherst Central Park.* With a focus on preservation of green space, the park design will include a public square to support a variety of economic driving activities like local markets, including an annual holiday market, for the Town and region's small businesses.

The Town of Amherst will engage in Planning, Engineering*, and Construction* work at the future Amherst Central Park inclusive of overall Site/Civil Engineering Services, Asbestos Survey, Site Survey and Geotechnical work. Additionally, the Town will pursue Landscape Architecture, Design Services *and construction* of park features including a public square*. The Town will engage construction contractors to facilitate the buildout of the Winter Market area to be completed in the initial stage of the construction of the Project.*

Planning work to create the overall Master Site Plan will show basic above-ground infrastructure including conceptual future building footprints and parking locations and showing existing buildings or structures to remain. It will also show the design of a new public square.

It will map the location of future streets and trails, location of outdoor recreation facilities, restrooms/outbuildings and other topographic features.

Engineering work is to include demolition/removals plans, site/layout plans, staging/phasing plans, grading and erosion control plans, utility plans, storm drainage plans, and all associated details. Utility plans to include storm, sanitary sewer, water, and gas from connections.

Construction work will include the buildout of the proposed Winter Market to be completed in the initial stage of the project.

The Town will complete an environmental review of the project in compliance with the requirements of the State Environmental Quality Review Act (SEQRA).

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

AMENDED SCHEDULE "C"

TOWN RATE SCHEDULE FOR COUNTY PAYMENTS

Account Number	Employee Name	Employee Number	Title	Hourly Rate 2022	Hourly Rate 2023	Fringe Benefits	2023 Rate plus Fring
A-8020	Amplement, Kim	8597	Planner	$35.57	$37.01		
A-8020	Howard, Dan	3247	Planning Director	$65.98	$69.15		
A-8020	Rappoccio, Roberta	9191	Associate Planner	$40.74	$43.52		
A-8020	Szatkowski, Jeff	6759	Landscape Architect	$37.22	$39.73		
A-8020	Ulatowski, Dan	9203	Assistant Planning Director	$53.68	$59.70		
A-1440	Armstrong, Brian	4669	Assistant Municipal Engineer	$65.17	$66.48		
A-1440	Barnes, Brian	5950	Senior GIS Analyst	$45.19	$46.83		
A-1440	Bellacose, Marc	7223	Junior Municipal Engineer	$38.38	$39.15		
A-1440	Bourdreu, Jessica	9506	Project Manager	$42.67	$43.52 Jan-June $44.39 July-Dec		
A-1440	Burroughs, Jeffrey	4973	Town Engineer	$75.94	$78.62		
A-1440	Koch, Jason	4855	Principal Clerk Typist	$28.28	$28.85		
A-1440	Pontikos, Asher	8954	GIS Analyst	$33.99	$34.67 Jan-June $35.36 July-Dec		
G-9000	Reberholt, Vaishali	7596	Assistant Municipal Engineer	$50.18	$52.20		
A-1440	Schregel, Christoher	6036	Project Manager	$43.51	$45.01		
A-1620	**Dafchik, Anne**	**9638**	**Architect**	**$62.34**	**$65.49**	**$4.78**	**$70.**
A-1620	**Rizzo, Daniel**	**9327**	**Director of Facilities**	**$35.43**	**$67.30**	**$5.14**	**$72.**
A-1620	Reilly, Daniel	9520	Construction Project Manager	$53.08	$55.77		
A-1230	**Melski, Emily**	**9345**	**Project Manager & Coordinator of Federal and State Aid Programs**	**$33.98**	**$36.27**	**$2.78**	**$39.**

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

	Total Cost	Local Shares Required	Amount of Funding Required	Months Estimated to Completion	Completion Date M/Y	
Planning	$ 100,000.00		$ 100,000.00	24	12/24	
Engineering						
In-House	$ 40,706.51		$ 40,706.51	12	12/23	*Only reimbursed in 2023
Consultant	$ 1,713,975.49		$ 1,713,975.49	36	12/25	
Construction	$ 545,318.00		$ 545,318.00	36	12/25	
Total	$ 2,400,000.00		$ 2,400,000.00	36	12/25	

Revised budget 3/28/2024

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

SCHEDULE "D"

STANDARD INSURANCE PROVISIONS
(COUNTY)

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

ATTACHMENT "H"

STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	$1,000,000 per occ.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000	$1,000,000 CSL	$1,000,000	$1,000,000 CSL
General Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Products Completed Operations Liability	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	$1,000,000 CSL		$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	$5,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000	$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI. Coverage must be provided on a primary-noncontributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. If the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted.

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

X. Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law --- Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

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

Martin A. Polowy
Town Attorney

Nicole M. Burroughs
Senior Paralegal

Samuel A. Alba
Sr. Deputy Town Attorney

Ann Demopoulos
Deputy Town Attorney

Brittanylee Penberthy
Town Prosecutor

January 5, 2023

County of Erie
Department of Environment and Planning
92 Franklin Street
Buffalo, New York 14202

Re: Town of Amherst Self-Insured Status

Dear Sir/Madam:

The Town of Amherst is insured for liability purposes through its own insurance reserve fund established pursuant to the provisions of §6-n of the New York General Municipal Law. Approved or appropriate claims are paid for from funds established under the terms of the program established by the Town Board pursuant to the authority of §6-n. Furthermore, on September 29, 1986, the Town Board adopted a resolution agreeing to "hold harmless" any other municipality, corporation, partnership, association, or individual that provides facilities, real property or other assets to the Town for purposes of carrying out its functions and programs. A copy of that resolution is enclosed.

Very truly yours,

/s/Martin A. Polowy

Martin A. Polowy, Esq.
Town Attorney's Office

MAP:rms
Enclosures

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

SEPTEMBER 29, 1986

A special meeting of the Amherst Town Board, 5583 Main Street, Williamsville. New York 14221 on Monday , September 29, 1986 at 3:30 P.M.,
Roll call: John R. Sharpe, Supervisor; Richard C. Barton, Councilman; Charles W. Moses, Councilman; Harold J. Collier, Councilman; William L Kindel, Councilman; Lynn Millane, Councilman; Lawrence Southwick. Councilman
Also present: Dolores B. Shearer. Deputy Town Clerk; James M. Nesper, Town Attorney
A motion was made by Councilman Southwick, seconded by Supervisor Sharpe to approve the following resolution:
WHEREAS, the Hartford Insurance Co. has proposed a renewal of the Town's insurance policies at an annual premium of from $1.2 million to $1.8 million and,
WHEREAS, the expected cost of a self insurance program for the Town is substantially less than the price charged by Hartford and
WHEREAS, certain insurance coverages formerly available to the Town are no longer available at any price and,
WHEREAS, the limits on coverage have been reduced and,
WHEREAS, the Town Board wishes to save the taxpayers' money and believes that the risks are acceptable in accord with the September 13 memorandum from Councilman Southwick,
NOW, THEREFORE, BE IT RESOLVED that the basic liability insurance coverages from the Hartford be canceled as of the earliest feasible date and,
BE IT FURTHER RESOLVED that the umbrella policies be canceled as of October 3, 1986 and,
BE IT FURTHER RESOLVED that the workers' compensation policies be transfered to the State Insurance Fund as soon as is feasible and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to sign a contract with the Gallagher-Bassett organization, or with another firm should the Gallagher-Bassett price be too high, for claims handling and
BE IT FURTHER RESOLVED that the Town retain, where feasible, insurance coverage for buildings and contents, boilers, crime, electronic data processing equipment, papers and public officials' liability and
BE IT FURTHER RESOLVED that a fund for claims be set up in the maximum allowable amount and,
BE IT FURTHER RESOLVED that the Town Attorney be authorized to engage outside counsel to defend against actions brought against the Town where such actions would have formerly been defended by the insurance company and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to seek a consulting firm specializing in loss control and prevention services to be contracted for such services.
Roll call: Southwick, aye; Sharpe, aye; Kindel, no; Millane, aye; Collier, aye; Moses, no; Barton, no. Ayes, 4 Noes, 3.
Approved.
A motion was made by Supervisor Sharpe, seconded by Councilman Kindel to approve the following reso lution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town of Amherst to purchase Automobile and General liability insurance coverage, and
WHEREAS, AS OF THE 3rd day of October 1986 the Town of Amherst will no longer be insured and thus be uninsured for Automobile liability and General liability, and
WHEREAS, there are numerous individuals, agencies, associations, partnerships and corporations servicing the

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

Town of Amherst, and/or its Special Improvement District as volunteers, and

WHEREAS, it is desirable and necessary in order to maintain the present level of services to the residents of the Town to continue to utilize the services of said volunteers,

NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst hereby holds harmless any and all individuals, associations, partnerships and corporations from any claim, action or proceeding arising out of said volunteers' services to the Town of Amherst and/or its Special Improvement District, and

BE IT FURTHER RESOLVED that the Town Attorney be authorized and directed to defend any and all said actions and proceedings as may be commenced by a third party against said volunteers, and

BE IT FURTHER RESOLVED, that the officers of the Town of Amherst be authorized and directed to take all steps necessary to carry out the intent and purpose of this resolution.

Roll call: Sharpe, aye; Kindel, aye; Moses, aye; Barton, aye; Millane, aye; Southwick, aye; Collier, aye. Ayes, 7; Noes, 0. Approved.

A motion was made by Councilman Southwick, unanimously seconded to approve the following resolution:

WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town to purchase Automobile and General liability insurance coverage, and

WHEREAS, the Town of Amherst has utilized from time to time facilities, real property and assets of other municipalities, corporations partnerships, associations, and individuals in order to carry out various Town of Amherst functions and programs and

WHEREAS, it is necessary to continue to utilize said real and personal property of said entities so as to maintain the present level of services to the residents of the Town of Amherst, and

WHEREAS, as part of the consideration for the use of said real and/or personal property it has been necessary to provide a certificate of insurance naming said entities as a party insured

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor with the assistance of the Town Attorney be authorized and directed to enter into "save harmless" agreements with said municipalities, corporations Partnerships, associations and individuals for the purpose of continuing to utilize said entities real or personal property for various functions and programs sponsored and administered by the Town of Amherst and/or its Special Improvement Districts. and

BE IT FURTHER RESOLVED, that the Supervisor and Town Attorney take all other necessary steps to carry out the intent and purpose of this Resolution.

Roll call: Southwick, aye; Sharpe. aye, Moses, aye; Barton, aye; Collier. aye, Millane, aye; Kindel, aye. Ayes, 7; Noes, 0. Approved.

Adjourn: 4:30 P.M.

Dolores B. Schearer
Deputy Town Clerk
Town of Amherst,
Erie County New York

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

NEW YORK STATE OF OPPORTUNITY. **Workers' Compensation Board**

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Amherst, Town of

WCB #: W802169

Tax ID #: 16-6002157

Qual Date: 7/3/1993

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 25th day of August 2022.

KIM MCCARROLL
SECRETARY

Status Confirmed By
Lauren Montgomery
8/25/2022

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., December 1, 2022

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *that at the* ***22nd*** *Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the* ***1st*** *day of* ***December, 2022 A.D.****, a Resolution was adopted, of which the following is a true copy:*

WHEREAS, the American Rescue Plan was signed into law on March 11th 2021; and

WHEREAS, the American Rescue plan included State and Local Relief funding to be used to offset lost revenue, provide premium pay to essential workers, respond to COVID-19 and its economic effects, and invest in sewer, water and broadband infrastructure; and

WHEREAS, Erie County has received $89,213,547 in State and Local Relief funding; and

WHEREAS, by receiving State and Local Relief Funding the State of New York has eliminated local aid withholding, benefiting Erie County and creating a significant positive budget variance; and

WHEREAS, facing a major possible deficit in 2020, Erie County took significant action through a deficit remediation plan which eliminated positions, cut other costs, and appropriated fund balance and Fiscal Year 2019 surplus funding; and

WHEREAS, Erie County made additional budget cuts in the Adopted 2021 Budget in face of uncertainty regarding Federal assistance and the future of the coronavirus pandemic and its associated economic impacts; and

WHEREAS, American Rescue Plan Funding is eligible to be encumbered through December 31st 2024 and spent through December 31st 2026 allowing for long-term infrastructure projects to be designed and built; and

WHEREAS, funding for this resolution is available through the American Rescue Plan and the elimination of state-aid cuts related to the passage of the American Rescue Plan; and

WHEREAS funding for the projects in this resolution was allocated via Comm. 13E-15 on July 8th 2021; and

WHEREAS, authorization to contract is needed to implement the projects funded via Comm. 13E-15; and

WHEREAS, the "Town of Cheektowaga – Town of Cheektowaga Museum Project" ($2,368,000) as proposed in COMM.13E-15 (2021) was deleted in COMM. 5E-10 (2022) and funding was made available to other projects; and

WHEREAS, that the "City of Buffalo / Town of Tonawanda Elmwood Avenue Improvements Project" ($850,000) as proposed and authorized in COMM. 13E-15 (2021) was deleted in COMM. 9E-17 (2022) and funding was made available to other projects; and

WHEREAS, the "Health Mall Improvements Project" ($400,000) as proposed and authorized in COMM. 13E-15 (2021) was deleted and funding made available for GBUAHN, a registered 501(c)(3) Health Home in COMM. 18E-18 (2021) for the purposes of providing mobile vaccinations; and

ATTEST

ROBERT M. GRABER

Clerk of the Legislature of Erie County

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., December 1, 2022

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *that at the **22nd** Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the **1st** day of **December, 2022 A.D.**, a Resolution was adopted, of which the following is a true copy:*

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes $125,000 of RENEW Plan funding originally reserved for the "Town of Cheektowaga Museum Project" in Fund 110, Funds Center 16200, Account #570050 – Interfund Transfer Capital be reallocated as follows:

Amount	Project	Description	Contract Awardee
$75,000	A.21XXX	CKTW Knox Box System Updates	Town of Cheektowaga
$50,000	A.21XXX	Bellevue Fire District Ambulance	Bellevue Fire District #9

and be it further

RESOLVED, that authorization is hereby given for $20,000 of RENEW Plan funding originally reserved for the "Town of Cheektowaga Museum Project" in Fund 110, Funds Center 16200, Account #570050 – Interfund Transfer Capital be reallocated as follows:

Amount	Funds Center	Account	Name
$20,000	1332020	518201	General Pulaski Association, Inc.

and be it further

RESOLVED, that authorization is hereby given for $740,000 of RENEW Plan funding originally reserved for the "City of Buffalo/Town of Tonawanda Elmwood Avenue Improvements Project" in Fund 110, Funds Center 16200, Account #570050 – Interfund Transfer Capital to be reallocated as follows:

Amount	Project	Description	Contract Awardee
$200,000	A.21XXX	Delaware Park Inclusive Playground	Buffalo Olmsted Parks Conservancy
$200,000	A.21XXX	Peter Street Pitch It Park	City of Buffalo
$150,000	A.21XXX	Julia Boyer Reinstein Center Repairs	Buffalo History Museum
$150,000	A.21189	Legion Field Improvements	Village of Hamburg
$ 40,000	A.21XXX	Shakespeare in the Park Safety Rail	Shakespeare in Delaware Park

and be it further

RESOLVED, that authorization is hereby given to transfer funds previously reserved for the GBUAHN Health Home from Fund 110, Funds Center 12700, Account #516020 – Professional Services, Contracts and Fees to Fund 110, Funds Centers 1332010 & 1332020 and reallocate $135,000 as follows:

ATTEST

ROBERT M. GRABER

Clerk of the Legislature of Erie County

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., December 1, 2022

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *that at the* ***22nd*** *Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the* ***1st*** *day of* ***December, 2022 A.D.****, a Resolution was adopted, of which the following is a true copy:*

Amount	Funds Center	Account	Name
$30,000	1332020	518052	Buffalo and Erie County Naval and Military Park
$30,000	1332020	518068	Burchfield Penney Art Center
$10,000	1332010	518079	Confident Girl Mentoring
$20,000	1332010	518735	Buffalo Prenatal-Perinatal Network
$30,000	1332010	518736	Northland Workforce Training Center
$15,000	1332010	518737	Johnnie B. Wiley Amateur Sports Pavilion

and be it further

RESOLVED, that authorization is hereby given to the County Executive to execute any contracts, agreements or inter-municipal agreements with the entities and in the amounts indicated for the projects authorized above; and be it further

RESOLVED, that authorization is hereby given for any funds remaining after the project reallocations authorized above be made available for future use; and be it further

RESOLVED, that authorization is hereby given for the Division of Budget and Management to make any necessary technical adjustments as needed to administer these projects; and be it further

RESOLVED, that certified copies of this resolution will be forwarded to the Erie County Executive's Office, County Comptroller's Office, Division of Budget and Management, and Department of Environment and Planning.

REFERENCE: **COMM. 22E-13 (2022)**

ATTEST

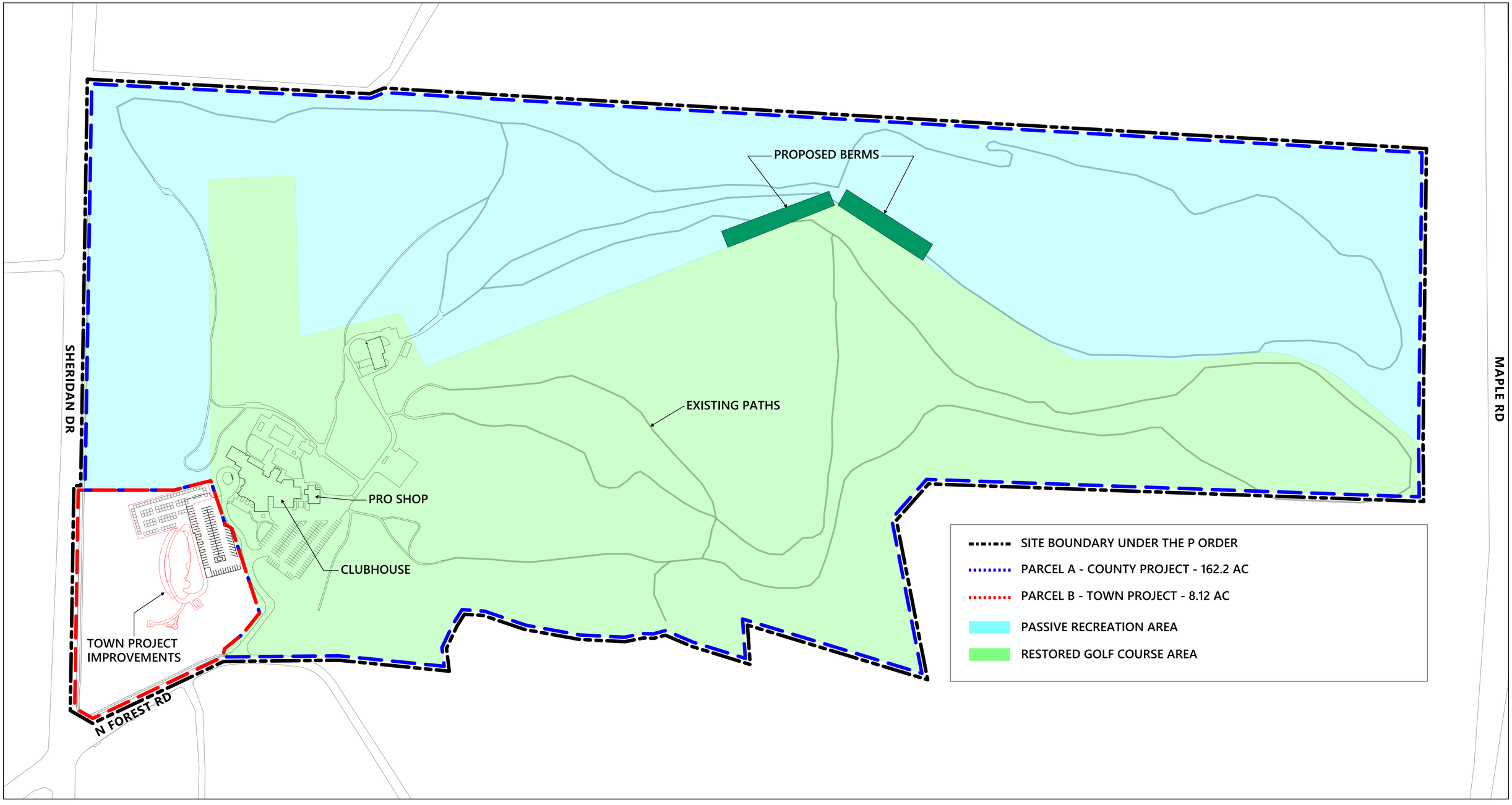
ROBERT M. GRABER

Clerk of the Legislature of Erie County

Attachment: 5773_support_12876 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

WILLOWDALE PARK

PARCEL MAP



C&S COMPANIES®

AUGUST 2025

0 150 300 Feet

Attachment: 5773_support_12877 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

INSTRUCTIONS FOR TOWN OF AMHERST STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "Town of Amherst, 5583 Main Street, Williamsville, NY 14221"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the NYS Department of Financial Services. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: Town of Amherst Attorney's Office at 5583 Main Street Williamsville, NY 14221 for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A. Minor Construction and Maintenance	B. Major Construction and Maintenance	C. Vendor - On Site (Minor)	D. Vendor On Site (Major)	E. Vendor not on site	F. Professional Services Consultant (Minor)	G. Professional Services Consultant (Major)
Commercial Gen. Liab.	$1,000,000 CSL	$1,000,000 per occ.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
General Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Products Completed Operations Liability	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE	INCLUDE	INCLUDE	INCLUDE		INCLUDE	INCLUDE
Contractual Liability	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE	INCLUDE	INCLUDE	INCLUDE		INCLUDE	INCLUDE
X.C.U. (explosion, collapse, Underground)	INCLUDE	INCLUDE	INCLUDE	INCLUDE			
Liquor Law (if applicable)			INCLUDE	INCLUDE			
Auto Liab.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	$2,000,000	$5,000,000	$1,000,000	$5,000,000	$1,000,000	$2,000,000	$5,000,000
Worker's Compensation	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability						$1,000,000	$5,000,000
Cyber Liability*	$1,000,000	$1,000,000	N/A	N/A	N/A	$1,000,000	$5,000,000
Town of Amherst, To Be Named Add'l Insd.	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Major Construction contracts require excess Umbrella Liability limits of $5,000,000. Major shall be considered any Construction project with a "height" exposure.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below:

Workers Compensation Forms

CE-200		Exemption
C105.2		Commercial Insurer
SI-12		Self Insurer
GSI-105.2		Group Self Insured
U-26.3		New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

XII. The "ACORD" form certificate may be used in place of the Town of Amherst Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

XIII Cyber Liability coverage must be provided in instances where vendors/contractors have access to the Town's IT network and/or any personal and confidential information

XIV Pollution/Environmental Liability coverage required for projects involving the remediation, handling, transporting and/or disposal of hazardous waste Including but not limited to asbestos, lead and any other substance determined to be a Pollutant or Contaminant by the (DEC)

XV Endorsement CG2038 (Additional Insured) or equivalent should be used in construction contracts where there is no direct contract between the Contractor performing services and Town of Amherst

Attachment: 5773_support_12878 (RES-2025-710 : IMA: 772 North Forest Road & 385 and 391 Maple Road (CRS #5773))

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30757 **RESOLUTION 2025-711** **ADOPTED**

Request for Public Hearing - a Local Law Amending Chapter 4, Administration of Government

AGENDA ITEM – AUGUST 18TH, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 6, 2025**

RE: **Request For Public Hearing**
A Local Law Amending Chapter 4, Article 4 of the Code of the Town of Amherst, Administration of Government

Kindly adopt a resolution to set a Public Hearing for September 15, 2025 at 7:00 p.m. regarding the amendment of the above section of the Town Code.

The final version of this Local Law will be distributed to the Town Board at least ten (10) days prior to the Public Hearing. A final version will also be provided to the Town Clerk for inclusion in the September 15th Town Board agenda.

Thank you.

SBB:NMB:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item – August 18, 2025**)

8/18/2025
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: 08/18/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30760 **RESOLUTION 2025-712** **ADOPTED**

Getzville Fire Company Refinancing - Tax-Exempt Bonds - Appointment of Hearing Officer

AGENDA ITEM – AUGUST 18, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 6, 2025**

RE: **Getzville Fire Company Financing**
Renovation of Firehouse – Tax-Exempt Borrowing ($3.5M)
Appointment of Hearing Officer

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

WHEREAS, the Getzville Fire Company has requested a tax-exempt borrowing in the amount of $3,500,000 for the purpose of renovating its firehouse; and

WHEREAS, the principal will be financed over fifteen (15) years; and

WHEREAS, the Internal Revenue Code 26 USC 150(a)(1) identifies the proposed fire company borrowing as a "bond;" and

WHEREAS, for purposes of this part of the Internal Revenue Code the term "bond" includes any obligation; and

WHEREAS, the loan from Fire Star to the fire company is an obligation; and

WHEREAS, the Town does not guarantee the obligation through this approval; and

WHEREAS, Getzville Fire Company is holding their Public Hearing on August 28, 2025;

BE IT RESOLVED that the Town Board appoints Travis Smith as the Hearing Officer for the purposes of this borrowing; and

BE IT FURTHER RESOLVED that the Town Clerk is directed to post the Notice of Public Hearing on the Town website to inform Town residents at least 7 days before the hearing date; and

BE IT FURTHER RESOLVED that the Hearing Officer will provide a Report by to be adopted by the Town Board at its meeting on September 4th, 2025; and

BE IT FURTHER RESOLVED that at the time that the Report is submitted by the Hearing Officer, the Town Supervisor, with authorization from the Town Board, will issue the requested approval.

SBB:NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item – August 18, 2025**)
Travis Smith, President, Getzville Fire Company (*w/attachment,* **Via E-Mail**)
Brad Pinsky, Esq., Counsel to Getzville Fire Company (*w/attachment,* **Via E-Mail**)
Mark Butler, Esq. (*w/attachment,* **Via E-Mail**)

8/18/2025
Consent

FINANCIAL IMPACT:

Tax-Exempt Borrowing For $3.5M over 15 years. NO OBLIGATION TO TOA.

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

APPOINTMENT OF HEARING OFFICER

I, Brian J. Kulpa, Supervisor of the Town of Amherst in accordance with the provisions of sections 147(f) and 150(c) of the Internal Revenue Code of 1986, as amended, hereby appoint Travis Smith, President of the Getzville Fire Company, Inc. as Hearing Officer pursuant to a certain Notice of Public Hearing attached hereto, such public hearing to be held at the Getzville Fire Company, Inc., Station 1, 630 Dodge Road, Getzville, New York 14068 on August 28, 2025, at 7:00 p.m.

I further direct that the Town Clerk shall cause the attached notice of public hearing to be posted on the Town's website in the area of that website used to inform Town residents about events affecting the residents and that such shall be posted no later than 7 days prior to such Hearing.

DATED: August 18, 2025

_____

Brian J. Kulpa, Supervisor
Town of Amherst

Attachment: 01- Hearing Officer Appointment Resolution (2025) (RES-2025-712 : Getzville Fire Company Refinancing - Tax-Exempt Bonds -

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30789 **RESOLUTION 2025-713** **ADOPTED**

Amusement License for Community Bank

Request by Community Bank for a First-Class Amusement License to hold an outdoor event at 3150 Sheridan Dr. on Saturday, August 16, 2025 from 12pm - 3pm.

Supervising Code Enforcement Officer recommends a fee of $25.00

The following conditions apply:

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

8/18/2025
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
INTER-DEPARTMENTAL CORRESPONDENCE
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: August 12, 2025

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 3150 Sheridan Dr Community Bank

In response to the Amusement License Application dated for August 11, 2025,

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set be the Town Board, the fee can be from$5.00-$50.00 per day, or fraction thereof.

With the event being on August 16, 2025 from 12:00 pm until 3:00pm in the parking lot of the address noted above, I would recommend a fee of $25.00.

I would recommend that the following conditions be stated:

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

Please contact me if you have any questions regarding this response.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer
cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: Community Bank-0813202509248 (RES-2025-713 : Amusement License for Community Bank)

Town of Amherst
Amusement License Application

All amusement license applications must be submitted at least three (3) weeks prior to event

Resident / Organization: Community Banl

Event Address: 3150 Sheridan Drive, Amherst, NY

Describe Event: Community Event open to the public to celebrate the opening of Community Bank's new branch

List All Dates: Aug 16, 2026

Day / Month / Year & Day of Week

Time (Starting & Ending): 12-3 pm

Please supply a site plan with designated area for the event with your application

Name of Organizer: Vega Group - Elise Danne

Address: 7220 Washington Ave, New Orleans, LA 7012

Phone Number: 2145972715

Email: elised@vegagroup.com

Signature of Organizer: Elise Danner

Date of Application: Aug 11, 2026

For Office Use Only:

____ Submitted to Police & Building Dept
____ Fee determined by Town Board
____ Business or Resident Notified
____ Payment received
____ License issued and mailed out

Attachment: Community Bank-0813202509248 (RES-2025-713 : Amusement License for Community Bank)



Attachment: Community Bank-08132025092248 (RES-2025-713 : Amusement License for Community Bank)

Brownson, Ashley

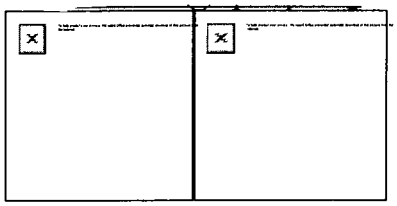
From: Scott Chamberlin
Sent: Monday, August 11, 2025 1:52 PM
To: Brownson, Ashley
Subject: Re: FW: Permit for Aug 16th event

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

We have no issue with this event.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Mon, Aug 11, 2025 at 1:00 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

> The map is coming.
>
> NO ALOCHOL is being served
>
> She is emailed the list of FOOD Truck Vendors-Rosie's, Lloyds, and Fat Bobs....only 1 truck is Amherst approved-Fat Bob's. I will email her a list to of the ones that are approved.
>
> Ashley

From: Elise Danner <elised@vegagroup.com>
Sent: Monday, August 11, 2025 12:23 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Permit for Aug 16th event

Attachment: Community Bank-0813202509248 (RES-2025-713 : Amusement License for Community Bank)

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.

Hi Ashley,

Kathi Lasek sent me your email with the permit link. I have filled out the form and attached here for you. I am happy to jump on a call if you need more clarification. I apologize for the last minute request. We have done several of these events all over the country and so far I haven't had to do permits with the city.

Thank you so much for your help!

Elise Danner
Account Director
214.597.2715
elised@vegagroup.com

Attachment: Community Bank-0813202509248 (RES-2025-713 : Amusement License for Community Bank)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30774 **RESOLUTION 2025-714** **ADOPTED**

New Firefighter for Getzville Fire Company

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

Aileen Stewart
85 Penny Lane
Amherst, NY 14228

8/18/2025
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Aileen Stewart

Applicant Home Address: 85 Penny Lane

Under penalty of perjury I, Aileen Stewart affirm I am an applicant to be a member of the, Getzville Volunter (fire dept.) and my address of residence is listed above.

☒ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

_____

Signature of Applicant: Aileen R Stewart

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: B W

Title: Corporate Secretary

Date: 7-14-2025

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: 20250807141321335 (RES-2025-714 : New Firefighter for Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 30782 **RESOLUTION 2025-715** **ADOPTED**

Utility Gas Line Upgrade - Senior Center CRS #5763

WHEREAS, the Facilities/Building Maintenance Department received a quote on July 11, 2025 for Utility Gas Line Improvements at the Amherst Senior Center; and

WHEREAS, National Fuel responded with a quote for gas line improvements as per the attached invoice;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to approve this expenditure with National Fuel in the amount of $17,311.00; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign approve this expenditure with National Fuel and

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Contract Routing System.

8/18/2025
Consent

FINANCIAL IMPACT:

KP2502-4972 $17,311.00

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

National Fuel®

July 11, 2025
NFG #: 637943
THIS IS AN INVOICE

TOWN OF AMHERST CENTER FOR SENIOR SERVICES
DAN RIZZO
370 John James Audubon Pkwy
Amherst, NY 14228

Re: 370 John James Audubon Pkwy
Amherst, NY 14228

Dear DAN RIZZO:

Thank you for your interest in natural gas for your building's energy needs. The following is our proposal for installation of necessary facilities to meet your needs.

NECESSARY REQUIREMENTS:

0 feet of Main Line
0 feet of Service Line

METER(S): SD-12

Delivery Pressure: 2 PSI

A current load of 7,600 CFH plus an additional load of 3,250 CFH for a total of 10,850 CFH.

National Fuel will backfill the new service trench with original soil. You will be responsible for surface refinishing, fencing, restoring lawns, shrubbery, interior piping and the house line tie into the meter bar, driveways or walkways and the repair of any damage to unmarked underground facilities on your property, and the disposal of *excess* spoil.

PRIOR TO SERVICE LINE INSTALLATION:

A payment of $17,311.00 plus 8.75% sales tax is required. This represents the total cost of $18,825.71 reduced by tariff allowances. To ensure prompt handling, please submit the enclosed remittance form with your payment in the envelope provided to my attention.

Pricing is based on current operating and pricing policies and is valid for no more than 90 days from the date of the original correspondence. However, if special conditions (i.e. rock, select fill, pavement) are found to exist, then National Fuel reserves the right to alter the price quoted.

Attachment: Nat Fuel_Invoice (RES-2025-715 : Utility Gas Line Upgrade - Senior Center CRS #5763)

National Fuel

A drawing will be enclosed if meter setting required is a SR-2 or SD-2 thru SD-14.

The proposed site of the service and meter will be at the of the building (as you face the building from the road).

PRIOR TO METER(S) INSTALLATION:

The house-line must be tied into the meter setting and pass a pressure test before the meter can be turned on.

The end user(s) of gas must contact National Fuel's Customer Response Center (CRC) at (716) 686-6123 or 1-800-365-3234 to apply for a gas account and schedule a date for the meter installation (turn on). The caller must provide their Federal Tax I.D. or Social Security number for a sole proprietorship or DBA.

You may be required to pay a security deposit.

If a security deposit is required, you may mail it or visit your local Consumer Assistance Center (CAC) listed below.

Payment can be made at any of
our Consumer Assistance Centers.

BUFFALO
BUFFALO PLACE
409 MAIN ST
BUFFALO, NY 14203

CHEEKTOWAGA
APPLE TREE BUSINESS PK
2875 UNION RD, SUITE 44
CHEEKTOWAGA, NY 14227

JAMESTOWN
1384 PECK SETTLEMENT
JAMESTOWN, NY 14701

If you need further assistance, please feel free to call me at 716-827-2265. We thank you for this opportunity and look forward to serving you.

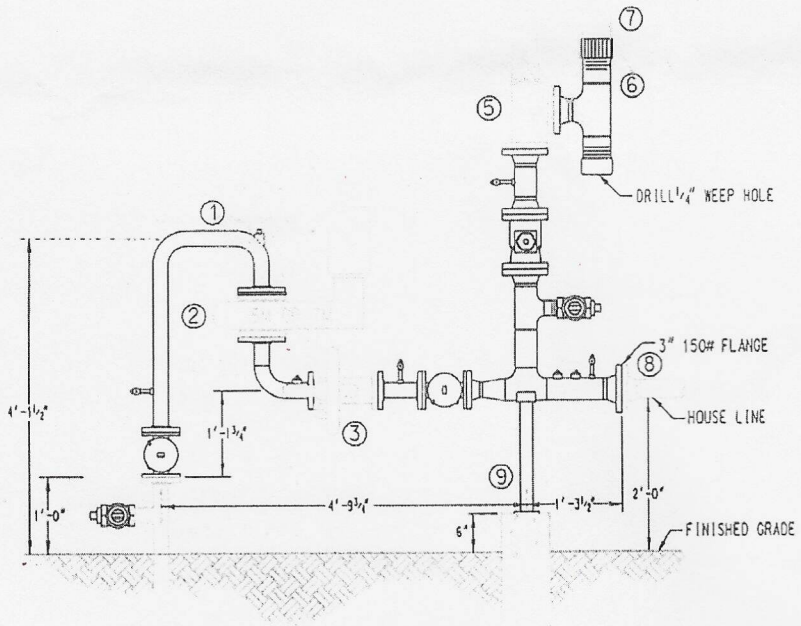
Very truly yours,

Daniel J Reed
Operations Supervisor

blf
NFG #: 637943

Attachment: Nat Fuel_Invoice (RES-2025-715 : Utility Gas Line Upgrade - Senior Center CRS #5763)

8.0 SD-12: Standard Meter Set



NOTE:
- ALL BOLTS MUST HAVE MINIMUM OF TWO THREADS EXPOSED AFTER NUT
- MEASUREMENTS SHOWN MAY VARY
- ANY DEVIATION FROM THE MATERIAL LISTED ON THIS DRAWING AND NOT INDICATED ON THE WORK AUTHORIZATION MEMO WILL REQUIRE ENGINEERING DEPARTMENT REVIEW AND APPROVAL.
- ENGINEERING MUST BE CONSULTED FOR ANY CHANGE IN ORFICE OR CAGE SIZE AND FOR RELIEF VALVE CHANGE TO VERIFY RELIEF COMPLIANCE

MATERIAL LIST

NUMBER	QUANTITY	UNIT OF ISSUE	ITEM NUMBER	DESCRIPTION
1	1	EA	3601412	SD-12 METER SET - MP INLET, MP MEAS., MP DELIVERY
2	1	EA	ORDER	ROTARY 5M OR 7M METER
3	1	EA	########	REGULATORS TO BE SPECIFIED BY ENGINEERING
4	1	EA	3601242	2" RISER INSERTED, FLANGES, WITH BYPASS NIPPLE
5	1	EA	3703355	3" ROCKWELL 250-S RELIEF
6	10	FT	6000649	4" CONDUIT T.B.E. ALUM. WITH COLLAR
7	1	EA	5900409	4" CAP, WEATHER PLASTIGAGE
8	1	EA	3600076	WALL BRACKET (IF NECESSARY)
9	1	EA	3601552	PIPE SUPPORT (IF REQUIRED)

National Fuel
DISTRIBUTION CORPORATION

SD-12 STANDARD METER SET

REVISIONS
A
B
C
D

DRAWN SHM
TRACED
CHECKED WHH
APPROVED

DATE 1/6/06
SCALE NONE

Attachment: Nat Fuel_Invoice (RES-2025-715 : Utility Gas Line Upgrade - Senior Center CRS #5763)

National Fuel® Remittance Form

Name: TOWN OF AMHERST CENTER FOR SENIOR SERVICES

Service Address: 370 John James Audubon Pkwy
Amherst, NY

NFG Number: 637943

Invoice Date: July 11, 2025

TOTAL SERVICE INSTALLATION AMOUNT DUE: $18,825.71

The above must be paid in order to get the gas service and meter fabrication installed.

A security deposit is ***not*** required for service line installation; however a security deposit of $0.00 may be due upon activation of the meter. A decision regarding the security deposit will be made during the application for a gas account process.

Once this process is complete, the end user(s) of gas must contact National Fuel's Customer Response Center (CRC) at (716) 686-6123 or 1-800-365-3234 to apply for a gas account and schedule a date for the meter installation (turn on). The caller must provide their Federal Tax I.D. or Social Security number for a sole proprietorship or DBA.

Please make check payable to National Fuel.

This form MUST accompany the service installation payment.

If you do not have a return envelope, please send payment to:

National Fuel
c/o New Services Dept.
365 Mineral Springs Road Bldg. 3
Buffalo, N.Y. 14210

Office Use Only

Non-Residential New Service must be notified
of payment if customer elects to pay in person.

New Service Fax Number: 716-827-7322
Service Center: Tonawanda

Attachment: Nat Fuel_Invoice (RES-2025-715 : Utility Gas Line Upgrade - Senior Center CRS #5763)

New York State Department of
TAXATION and FINANCE

OTPA Sales Tax Exempt Organizations Unit
Building 8 Room 425
W.A. Harriman Campus
Albany, NY 12227

February 23, 2005

Town of Amherst
5583 Main St
Williamsville, NY 14221

Dear Sir or Madam:

The Tax Law exempts New York State governmental entities such as your organization, Town of Amherst, from the payment of New York State sales and use taxes on their purchases. In order to make tax exempt purchases, a New York State governmental entity must present vendors with the entity's official purchase order or other documentation (e.g., payment voucher, contract of sale, Form AC 946, *Tax Exemption Certificate*, Form ST-129, *Exemption Certificate - Tax on occupancy of hotel rooms*, etc.) which indicates that the purchaser is a New York State governmental entity.

Tax exemption numbers and Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*, are not issued to New York State governmental entities. If a vendor requests a tax exemption number or Form ST-119.1, *Exempt Organization Exempt Purchase Certificate,* from you, the Town of Amherst may give the vendor a copy of this letter. This will assure the vendor that a governmental purchase order, or other evidence that the Town of Amherst is the purchaser, is the only documentation the vendor needs in order to not collect sales tax.

New York State Department of Taxation and Finance
OTPA-Technical Services Bureau
Sales Tax - Exempt Organizations Unit
Building 8, Room 425
W.A. Harriman Campus
Albany, NY 12227
(518) 457-2782

Attachment: taxexemptletter (RES-2025-715 : Utility Gas Line Upgrade - Senior Center CRS #5763)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Central Alarm
Initiated by: **Thomas Merrill**
Co-Sponsored by:

DOC ID: 30778 **RESOLUTION 2025-716** **ADOPTED**

Contract for Central Alarm & Police Recording Equipment CRS #5761

Request the supervisor to sign the annul software agreement with Wilmac Technologies, the sole source provider of the software and support service for the recording equipment used by the Central Alarm Office and Amherst Police for telephone and radio communication.

8/18/2025
Consent

FINANCIAL IMPACT:

A3020 4110 $14,015.00

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

wilmac technologies

Quote

Wilmac Technologies
100 Chestnut Street; Suite 1004
Rochester, NY 14604
(800) 836-1160

Quote #: 607

Payment Terms	Expiration Date
Net 30	10/31/2025

Bill To:

Amherst Central Fire Alarm and Police Dep
Central Fire Alarm And Police Department
500 John James Audubon Parkway
Amherst, NY 14228
United States

Ship To

Amherst Central Fire Alarm & Police Dept.
500 John James Audubon Parkway
Amherst, NY 14228
United States

Customer Contact
Thomas Merrill

Software Maintenance Agreement Renewal

Wilmac Representative:
Annette Friery
Phone: (585) 454-1160 x207
afriery@wilmactech.com

Item	Description	Coverage Peri...	Qty	Unit Price	Ext. Price
	NICE Inform 10 S/N: 33925301&3789362120, COR-112460				
WIL-CERT-SILVER	Certified Service Advantage, Silver SLA Maintenance contract includes unlimited break/fix service, software patches, bug fixes, and minor version upgrades by certified system engineers. Silver SLA includes 24x7 remote service and 8x5 on-site service.	11/1/2025 to 10/31/2026	1	11,095.00	11,095.00
SW Assurance	Software Assurance for Business Partners. In addition to Standard/Certified maintenance. Includes major version software upgrades.	11/1/2025 to 10/31/2026	1	2,920.00	2,920.00

Subtotal $14,015.00

Total $14,015.00

Authorizing Signature: _____

Date: _____

Purchase Order No.: _____

Note: This pricing does not include applicable sales tax. Pricing is subject to change with changes to the configuration of the system.

Attachment: CRS for Wilmac Software and Service Agreement (RES-2025-716 : Contract for Central Alarm & Police Recording Equipment CRS

Attachment: CRS for Wilmac Software and Service Agreement (RES-2025-716 : Contract for Central Alarm & Police Recording Equipment CRS

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: CRS for Wilmac Software and Service Agreement (RES-2025-716 : Contract for Central Alarm & Police Recording Equipment CRS

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,

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:

Wilmac Business Equipment Co. Inc dba Wilmac Technologies
Print Name of Company

By: _____
Signature

Joe Brienzi
Printed name

Date: 7/8/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: CRS for Wilmac Software and Service Agreement (RES-2025-716 : Contract for Central Alarm & Police Recording Equipment CRS

EXHIBIT A

SERVICE LEVEL AGREEMENT

SILVER LEVEL

Definitions and Requirements

The Wilmac Business Equipment Co., Inc. Service Level Agreement is based on Wilmac's ability to receive and the customer's ability to provide remote access to the equipment and software maintained. Failure to provide remote access will invalidate the Service Level Agreement.

Service Priorities

Priority 1 – Critical Failure, as defined below.

Response Category	**Normal Response Times**
On-Site Support Coverage	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday.
Phone/Remote Support	Twenty-four (24) hours, Seven (7) days.
Call Back Response Time	Sixty (60) minutes after receipt of call from Customer's authorized representative.
Remote and/or On-Site Response Time	Six (6) hour Remote and/or On-Site Response Times are in effect following the determination that on-site support is required.

Priority 2 – Major Problem, as defined below.

Category	**Normal Response Times**
On-Site Support Coverage	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday.
Phone/Remote Support	Twenty-four (24) hours, Seven (7) days.
Call Back Response Time	One hundred and twenty (120) minutes after receipt of call from Customer's authorized representative.
Remote and/or On-Site Response Time	Twenty-four (24) hours Remote and/or On-Site Response Times are in effect following the determination that on-site support is required.

Attachment: CRS for Wilmac Software and Service Agreement (RES-2025-716 : Contract for Central Alarm & Police Recording Equipment CRS

Priority 3 – Product Anomaly, as defined below.

Response Category	Normal Response Times
On-Site Support Coverage	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday.
Phone/Remote Support	Twenty-four (24) hours, Seven (7) days.
Call Back Response Time	Twenty-four (24) hours after receipt of call from Customer's authorized representative.
Remote and/or On-Site Response Time	Forty-eight (48) hours Remote and/or On-Site Response Times are in effect following the determination that on-site support is required.

Priority 4 – System Inquiry, Planned Intervention or Request for Information, as defined below.

Response Category	Normal Response Times
On-Site Support Coverage	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday.
Phone/Remote Support	Standard 8:30 AM – 5:00 PM Local Time, Monday through Friday
Call Back Response Time	Twenty-four (24) hours after receipt of call from Customer's authorized representative.
Remote and/or On-Site Response Time	Forty-eight (48) hours Remote and/or On-Site Response Times are in effect following the determination that on-site support is required.

PRIORITY DEFINITIONS

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, Wilmac provided software or communications to the Wilmac provided products, which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example, if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, Planned Intervention or Request for Information

Attachment: CRS for Wilmac Software and Service Agreement (RES-2025-716 : Contract for Central Alarm & Police Recording Equipment CRS

DocuSign Envelope ID: 41199FC2-11B8-4489-96E7-1D73D4DB58AF

NICE

July,10 2025

Re: Wilmac., NICE Public Safety Dealer

To whom it may concern,

Thank you for being a current or prospective user of the NICE Inform Public Safety Dispatch Call Recording & Incident Reconstruction solution. Satisfied users of NICE Inform are part of a group that includes over 3,000 customers, including 17 of the 20 largest 911 PSAP's in North America.

For procurement purposes and on-going support services, please note that Wilmac Technologies is the Sole Source provider to Town of Amherst Central Fire Alarm and Police Department for your NICE solution. They are the only NICE business partner authorized by NICE to support you to ensure your continued satisfaction.

As a NICE Premier Partner, Wilmac's personnel are all fully NICE certified resources for presales engineering, implementation, and ongoing support.

Please contact me should you have any questions or concerns.

Sincerely,

DocuSigned by:
D4212C6E49AB4B1...
July 14, 2025

John Rennie
NICE Systems Inc.
General Manager, Public Safety
Public Safety Division - United States and Canada
+1 2012897782
John.Rennie@nice.com
www.nice.com

Attachment: CRS for Wilmac Software and Service Agreement (RES-2025-716 : Contract for Central Alarm & Police Recording Equipment CRS

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) **Wilmac Business Equip Co Inc** **100 Chestnut Street** **Suite 1004** **Rochester, NY 14604** 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) 454-1160** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0875039
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Town of Amherst** **5583 Main Street** Williamsville, NY 14221	3a. Name of Insurance Carrier **Sentinel Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" **01WECZS9983** 3c. Policy effective period 11/1/2024 to 11/1/2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F Walsh Jr 10/17/2024
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-3820

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Attachment: CRS for Wilmac Software and Service Agreement (RES-2025-716 : Contract for Central Alarm & Police Recording Equipment CRS

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: CRS for Wilmac Software and Service Agreement (RES-2025-716 : Contract for Central Alarm & Police Recording Equipment CRS

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
WILMAC BUSINESS EQUIPMENT COMPANY INC
100 CHESTNUT STREET, SUITE 1004
ROCHESTER, NY 14604

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
585-454-1160

1c. Federal Employer Identification Number of Insured or Social Security Number
160875039

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, New York 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL297643

3c. Policy effective period
06/01/2024 to 05/31/2026

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 5/5/2025 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Leston Welsh,Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: CRS for Wilmac Software and Service Agreement (RES-2025-716 : Contract for Central Alarm & Police Recording Equipment CRS

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: CRS for Wilmac Software and Service Agreement (RES-2025-716 : Contract for Central Alarm & Police Recording Equipment CRS

WILMBUS-01 JZIELENSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # PC-637578 Walsh Duffield Companies, Inc. 155 Culver Road, Suite 200 Rochester, NY 14620	CONTACT NAME: June A. Zielenski, CISR PHONE (A/C, No, Ext): (585) 267-8712 FAX (A/C, No): E-MAIL ADDRESS: jzielenski@walshduffield.com
INSURED Wilmac Business Equipment Co., Inc. dba Wilmac Co. 73 State Street Rochester, NY 14614	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company — 11000 INSURER B : Beazley Insurance Co — 37540 INSURER C : Travelers C & S Co. of America — 31194 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	01SBARH4225	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	01SBARH4225	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	01SBARH4225	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01WECZS9983	11/1/2024	11/1/2025	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	E&O/Cyber LI			V20410240801	10/15/2024	10/15/2025	E&O/Cyber LI	2,000,000
C	3rd Party Crime			106388594	10/7/2024	10/7/2027	Crime	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured, if required in written contract per endorsement #SS0008: Town of Amherst
Coverage for additional insured is Primary and Non-Contributory.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Edward F. Walsh Jr.

ACORD 25 (2016/03)

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Attachment: CRS for Wilmac Software and Service Agreement (RES-2025-716 : Contract for Central Alarm & Police Recording Equipment CRS

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 30788 **RESOLUTION 2025-717** **ADOPTED**

Budget Transfers and Amendments

For August 18, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 08/13/2025
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***
N2440.02401 AMH HOME- Interest $170.00	N2440.4000 Contractual $170.00
To recognize Community Development program income from 12 Thornwood, Cheektowaga.	
N2441.02785 AMH 1st Time Homebuyer- PI $4,500.00	N2441.4000 Contractual $4,500.00
N2454.02785 HOME Admin- PI $500.00	N2454.4003 10% Admin $500.00
To recognize Community Development program income from 51 Margaret, Amherst.	

8/18/2025
Consent

FINANCIAL IMPACT:

See above.

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: 08/18/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30726 **RESOLUTION 2025-718** **ADOPTED**

Award Bid #2025027 Motorola Radio Replacements & Service - CRS #5747

WHEREAS, the Contract Compliance and Administration Department received bids on July 24, 2025 for Motorola Radio Replacements & Service for the Water Pollution Control Facility; 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 Saia Communications; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Saia Communications.

8/18/2025
Consent

FINANCIAL IMPACT:

Items 1A-3D: KP2518-4972 - $53,952.41

Items 4A-5B: G9916-4870 & G9916-4960 - Amount TBD

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

Bid #2025027 Motorola Radio Replacements & Service							
Low Bidder			Vendor Name:	Saia Communications		Bear Communications	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
1A	59	EA	MOTOTRBO™ R-5 UHF 4 watt, 64-channel digital non-display portable radio	$777.75	$45,887.25	$916.27	$54,059.93
1B	59	EA	MOTOTRBO™ R-5 UL rating option/upgrade	$85.60	$5,050.40	$98.87	$5,833.33
2A	1	EA	XPR 5550E Motorola mobile radio with mounting bracket	$1,085.25	$1,085.25	$1,299.46	$1,299.46
2B	1	EA	XPR 5000 - power supply	$266.50	$266.50	$253.26	$253.26
2C	1	EA	Desktop microphone	$103.68	$103.68	$111.11	$111.11
2D	1	EA	450-470 1/4 wave antenna	$22.77	$22.77	$26.35	$26.35
2E	1	EA	Mag Mount T 25-foot with connector	$107.16	$107.16	$105.00	$105.00
3A	2	EA	MOTOTRBO™ R-5 UR rated battery	$85.60	$171.20	$178.00	$356.00
3B	2	EA	MOTOTRBO™ R-5 short antenna	NC	$0.00	$9.84	$19.68
3C	2	EA	MOTOTRBO™ R-5 multi-unit charger (MUC)	$565.60	$1,131.20	$658.53	$1,317.06
3D	2	EA	MOTOTRBO™ R-5 small remote microphone	$63.50	$127.00	$102.80	$205.60
			Total of 1A - 3D		**$53,952.41**		
4A	8	HR	Shop Labor Charge	$90.00	$720.00	$1,400.00	$1,400.00
4B	**16**	HR	On-Site Labor Charge (Next Day Response)	$125.00	$2,000.00	$2,500.00	$5,000.00
4C	4	HR	On-Site Labor Charge (Emergency 4-Hour Response)	$125.00	$500.00	$3,250.00	$3,250.00
4D	4	HR	On-Site Overtime Charge	$175.00	$700.00	$275.00	$1,100.00
4E	4	HR	On-Site Overtime Charge (Emergency 4-Hour Response)	$175.00	$700.00	$375.00	$1,500.00
5A	$750.00	%	Motorola parts & components charge – Percentage discount from list price	-15%	$637.50	-12.5%	$656.25
5B	$250.00	%	Non-Motorola parts & components charge – Percentage mark-up over bidder's cost	10%	$275.00	-12.5%	$218.75
			TOTAL		**$59,484.91**		**$76,711.78**
			Please list your company's hours of operation for requested on-site work:	Monday-Friday 8 am-4:30 pm Closed on Saturdays - overtime rate applies Closed on Sundays - overtime rate applies		Monday-Friday 8 am-4:30 pm Saturday & Sunday - 24 hours on call service	
			NO ADDITIONAL CHARGES WILL BE ALLOWED				

NOTES:

Saia Communications: Line Item 3D & 5B miscalculated.

Bear Communications: Added a Line Item 1AA for Radio Engraving at $10/radio. Line Item 4A, 4B, 4C are price "per 8 hours" instead of a single hour. Line item 5B is listed at -12.5% and it is asking for cost + mark up.

Attachment: Bid Tab Motorola Radio Replacements (RES-2025-718 : Award Bid #2025027 Motorola Radio Replacements & Service - CRS #5747)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30741 **RESOLUTION 2025-719** **ADOPTED**

Approve Proposal from Tronconi Segarra & Associates for Accounting Assistance in the Comptroller's Office - CRS #5751

WHEREAS, the Town Comptroller's Office is currently short-staffed and without a Deputy Comptroller, while the existing Deputy is acting as the Interim Comptroller; and

WHEREAS, additional assistance is needed to perform general accounting duties and to work on special projects on an as-needed basis; and

WHEREAS, proposals were solicited from three different accounting firms to provide such services, and were reviewed by the Director of Finance, Interim Comptroller, and Human Resources Deputy Director;

NOW, THEREFORE, BE IT RESOLVED, the proposal from Tronconi Segarra & Associates is hereby approved; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the proposal from Tronconi Segarra & Associates pending successful completion of the contract routing process due to the fact that the Comptroller's office is currently short-staffed.

8/18/2025
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

Attachment: Proposal for the Town of Amherst from Tronconi Segarra & Associates (RES-2025-719 : Approve Proposal from Tronconi Segarra

August 8, 2025

Brian Kulpa, Supervisor
Town of Amherst
5583 Main St.
Williamsville, NY 14221

Dear Mr. Kulpa,

SingleSource Accounting, LLC ("Single Source Accounting) (the "Firm," "we," "us," or "our") is pleased to provide the Town of Amherst (the "Town," "you," "yours") with the professional services described below. This letter, the attached Terms and Conditions Addendum, and any other attachments incorporated herein (collectively, "Agreement") confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our Firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

Our accounting solutions are scalable and flexible. Should your needs change over time, we are fully flexible to adjust the level and frequency of our services, as appropriate, to accommodate such changes.

At this time, it is our understanding that the Town's Interim Comptroller requires assistance with various accounting tasks on an as needed basis.

CPA Firm Responsibilities

We will perform our services in accordance with the Code of Professional Conduct issued by the American Institute of Certified Public Accountants ("AICPA"), and the Statement on Standards for Consulting Services issued by the AICPA.

The above professional services will be performed based upon information you provide to us. We will perform our services under the assumption that all information you submit is true, complete and accurate according to documents and other information retained in your files or communications from you. We will not verify or audit this information. There is no guarantee that fraud, embezzlements or other irregularities will be uncovered.

We will not perform an audit, review, or compilation of your financial statements, and no accountant's report will be prepared or submitted. If you ask us to perform any of these services, we will confirm this representation in a separate engagement letter.

During this engagement, our personnel will work under your direction. However, our personnel will not:

- be considered your employee or make business decisions for you; or
- perform management functions on your behalf.

This engagement is limited to the professional services outlined above.

Client Responsibilities

You will designate a member of your management, who possesses suitable skill, knowledge, and experience, as the Project Sponsor to oversee the personnel provided by our Firm. We will require the support of your personnel to achieve timely completion of the engagement.

Support includes, but is not limited to, making personnel available to us providing access to or collecting all relevant documents (paper or electronic), providing timely responses to questions, including requests for your decisions, devoting sufficient resources necessary to help achieve the engagement objectives, and the coordination of meetings. Failure to provide such support in a timely manner may negatively affect our ability to fulfill the requirements discussed in the *Engagement Objective and Scope* section of this letter within the agreed-upon timeframe.

Your management is responsible for:

- implementing and maintaining internal controls, including those relevant to accounting processes and monitoring ongoing activities;
- preventing and detecting fraud, including the implementation of programs and controls to prevent and detect fraud;
- identifying and ensuring that you comply with the laws and regulations applicable to your activities; and
- making all personnel, financial records and related information available to us on a timely basis, including communications from you, and ensuring that the records and information are complete and accurate.

Your management agrees to:

- make all management decisions and perform all management functions, including determining account classifications and approving all proposed adjustments;
- designate an individual who possesses suitable skill, knowledge, and experience, preferably within senior management, to oversee our services;
- evaluate the adequacy and results of the services performed; and
- accept responsibility for the results of the services.

Attachment: Proposal for the Town of Amherst from Tronconi Segarra & Associates (RES-2025-719 : Approve Proposal from Tronconi Segarra

You agree that your management and employees are ultimately responsible for the proper recording of transactions in the records, the safekeeping of assets, and the accuracy of your trial balance and financial statements. Your management and employees are also responsible for custody and safekeeping of check stock, blank checks, signatory stamps, remote access to bank accounts and all other items needed for production or approval of checks or disbursal of funds. You acknowledge that, while our Firm will assist with maintaining the books and records of the Town utilizing the Town's accounting software, it is your responsibility to monitor all journal entries for proper recording and accuracy.

The Town agrees that it shall not directly or indirectly, for the term and for twelve (12) months after the date of termination of this Agreement, solicit any of the Firm's employees for the purposes of offering employment or direct engagement (i.e., consulting), unless expressly approved by SingleSource Accounting in writing. Should the Town or any of its subsidiaries or affiliates extend an offer of employment or direct engagement to any Firm employee, and should such offer be accepted, SingleSource Accounting shall be entitled to a fee from the Town equal to 50% of the solicited person's annual salary paid by the Firm. The Town acknowledges and agrees that this fee fairly represents the loss SingleSource Accounting will suffer if the Town breaches this provision. The fee shall be payable at the time of the solicited person's acceptance of employment or engagement.

Timing of the Engagement

We expect to begin our services at a time mutually determined by the Town and the Firm.

Our services will conclude after one of the following events has occurred:

- issuance of our closure letter; or
- written notification by either party that the engagement is terminated.

Professional Fees

The Town will be billed for only the hours SingleSource Accounting provides services to the Town.

The discounted SingleSource Accounting hourly rates for the work to be performed are the following:

Service Level	2025 Discounted Hourly Rates
Partner	$350
Manager	$165
Senior	$130
Staff	$115
Intern	$ 60

******

Attachment: Proposal for the Town of Amherst from Tronconi Segarra & Associates (RES-2025-719 : Approve Proposal from Tronconi Segarra

We appreciate the opportunity to be of service to you. Please date and execute this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

Very truly yours,

Single Source Accounting LLC

SingleSource Accounting LLC

ACCEPTED:

Town of Amherst

_____

Brian Kulpa, Supervisor

_____

Date

Attachment

Attachment: Proposal for the Town of Amherst from Tronconi Segarra & Associates (RES-2025-719 : Approve Proposal from Tronconi Segarra

SingleSource ACCOUNTING, LLC

Terms and Conditions Addendum

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions Addendum") related to our provision of services to you. This addendum, and the accompanying engagement letter, comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail.

For the purposes of this *Terms and Conditions Addendum*, any reference to "firm," "we," "us," or "our" is a reference to SingleSource Accounting LLC, and any reference to the "Company," "you," or "your" is a reference to the party or parties that have engaged us to provide services.

Management Responsibilities

While SingleSource Accounting LLC can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge and experience to oversee any services that SingleSource Accounting LLC provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Billing and Payment Terms

If our Agreement requires a retainer upon execution, you agree that the retainer will be earned as our professional time to complete the engagement is incurred. The retainer will be applied to the final billing, and any unused balance will be refunded at the end of the engagement.

We will bill you for our professional fees and out-of-pocket costs. Payment is due within 30 days of the date on the billing statement.

We reserve the right to suspend or terminate our work for non-payment of fees. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent or non-payment, we shall not be liable for any loss you may incur as a result of the work stoppage, including penalties and interest. In such cases, you assume all risk associated with your failure to meet any governmental or other deadlines.

Termination and Withdrawal

Either party may terminate this Agreement at any time and for any reason.

If this Agreement is terminated before services are completed, you agree to pay all fees and expenses we incur through the effective date of termination.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and

Attachment: Proposal for the Town of Amherst from Tronconi Segarra & Associates (RES-2025-719 : Approve Proposal from Tronconi Segarra

proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Conflicts of Interest

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to terminate our services without issuing our work product.

Client Portals

We will utilize SafeSend, a collaborative, virtual workspace in a protected, online environment. SafeSend permits real-time collaboration across geographic boundaries and time zones and allows SingleSource Accounting LLC and you to share data, engagement information, and deliverables in a protected environment. In order to use SafeSend, you may be required by the provider of SafeSend to execute a portal agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that we have no responsibility for the activities of SafeSend and agree to indemnify and hold us harmless with respect to any and all claims arising from your misuse of SafeSend.

SingleSource Accounting LLC is not a host for any of your information. You are responsible for maintaining your own copy of this information. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on a portal may be deleted by SingleSource Accounting LLC with or without notice to you.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any loss arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Third-Party Service Providers or Subcontractors

We may use third-party service providers, subcontractors, commercially-available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, "external party" or "external parties"), to assist us where necessary to help provide professional services to you or support the needs of our firm. You consent to our use of external parties. Our firm remains responsible for exercising reasonable care in providing our services, and our services and work product will be subjected to our firm's customary quality control procedures.

We may provide your confidential information to external parties in support of our services. You consent to the disclosure of your confidential information to those external parties. We take reasonably prudent business care consistent with our professional standards to prevent the unauthorized release of your confidential information.

In certain circumstances, we may require a separate, written consent from you before your information is transmitted to an external party or parties.

Attachment: Proposal for the Town of Amherst from Tronconi Segarra & Associates (RES-2025-719 : Approve Proposal from Tronconi Segarra

Records Management

Record Retention and Ownership

We will return any original records and documents you provide to us. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own record-keeping obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 30 days. Professional standards may preclude us from being the sole repository of your original data, records, or information.

Workpapers and other items created by us to support the delivery of our services are our property and will remain in our control. We will consider requests for copies of workpapers and other items created by us in accordance with the AICPA Code of Professional Conduct. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of 7 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, the sale of your organization, or the sale of our accounting practice. If requested, access to such workpapers will only be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive such a request, we agree to inform you of it as soon as practicable unless we are prohibited from doing so by applicable laws or regulations. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

Attachment: Proposal for the Town of Amherst from Tronconi Segarra & Associates (RES-2025-719 : Approve Proposal from Tronconi Segarra

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Confidentiality

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual's' identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.

Referrals

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. As a courtesy, we may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or suitability of any product we refer to you or that you separately retain.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Brokerage, Investment Advisory or Digital Asset Statements

If you provide our firm with copies of brokerage, investment advisor, or digital asset statements, we will use the information solely for the purpose described in the Engagement Objective and Scope section of this Agreement. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute investment advice unless specifically engaged in the *Engagement Objective and Scope* section of this Agreement. Our services under this Agreement do not constitute legal advice.

Attachment: Proposal for the Town of Amherst from Tronconi Segarra & Associates (RES-2025-719 : Approve Proposal from Tronconi Segarra

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Marketing and Educational Communications

If we send you newsletters, updates, explanations of technical developments or similar communications, it is strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

Federally Authorized Practitioner – Client Privilege

Internal Revenue Code §7525, Confidentiality Privileges Related to Taxpayer Communication, provides a limited confidentiality privilege applying to tax advice in taxpayer communications with federally authorized tax practitioners in certain limited situations.

While we will cooperate with you with respect to the privilege, asserting the privilege is your responsibility.

Mediation

If a timely dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in New York State.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Attachment: Proposal for the Town of Amherst from Tronconi Segarra & Associates (RES-2025-719 : Approve Proposal from Tronconi Segarra

Limitation of Liability

SINGLESOURCE ACCOUNTING LLC'S AND SINGLESOURCE ACCOUNTING LLC'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS (COLLECTIVELY "SINGLESOURCE ACCOUNTING LLC STAKEHOLDERS") LIABILITY FOR ALL CLAIMS, DAMAGES, AND COSTS ARISING FROM NEGLIGENT ACTS, ERRORS, OR OMISSIONS COMMITTED BY US IN THE PERFORMANCE OF THIS ENGAGEMENT IS LIMITED TO TWO (2) TIMES THE TOTAL AMOUNT OF FEES PAID BY YOU TO SINGLESOURCE ACCOUNTING LLC FOR THE SERVICE GIVING RISE TO THIS LIABILITY.

Limitation of Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SINGLESOURCE ACCOUNTING LLC AND SINGLESOURCE ACCOUNTING LLC STAKEHOLDERS SHALL NOT BE LIABLE FOR ANY LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, TO THE EXTENT SUCH DAMAGES MAY BE LAWFULLY LIMITED OR EXCLUDED, OF ANY NATURE EVEN IF WE HAVE BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification of SingleSource Accounting LLC

You agree to indemnify, defend, and hold harmless SingleSource Accounting LLC and any SingleSource Accounting LLC Stakeholders with respect to any and all claims made by third parties arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims found to have arisen from the gross negligence or intentional acts of SingleSource Accounting LLC.

Designation of Venue and Jurisdiction

In the event of a dispute, the courts of the state of New York shall have exclusive jurisdiction, and all disputes will be submitted to the U.S. District Court for the Western District of New York. We also agree that the law of the state of New York, except for laws governing the choice of law, shall govern all such disputes.

Timing for Disputes

You agree that any claim arising out of this Agreement shall be commenced within one (1) year from the date our services conclude as outlined in the *Timing of the Engagement* section of the Agreement, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against SingleSource Accounting LLC.

Insurance

SingleSource Accounting LLC shall, during the term of the engagement and for one (1) year after termination of same by either you or us, maintain in full force and effect, accountants professional liability insurance coverage from an insurer or insurers licensed to conduct business in the state of New York.

Upon your written request, SingleSource Accounting LLC shall furnish certificates of insurance for the required insurance coverage. Such certificate of insurance shall indicate the minimum limits of liability per claim and in the aggregate, as required by you.

Independent Contractor

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Attachment: Proposal for the Town of Amherst from Tronconi Segarra & Associates (RES-2025-719 : Approve Proposal from Tronconi Segarra

Our obligations under this Agreement are solely obligations of SingleSource Accounting LLC, and no SingleSource Accounting LLC Stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Survivability

The following sections of this Terms and Conditions Addendum shall survive termination of the Agreement: Limitation of Liability, Limitation of Damages, Indemnification, and Timing for Disputes.

Assignment, No Third Party Beneficiaries

All parties acknowledge and agree that the obligations and responsibilities of this Agreement cannot be assigned to any third party except as agreed to in writing. This Agreement has been entered into solely between you and SingleSource Accounting LLC, and no third-party beneficiaries are created hereby.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Entire Agreement

This Agreement, including this *Terms and Conditions Addendum*, represents the entire agreement of the parties and supersedes all previous oral, written or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

* * * * * *

Attachment: Proposal for the Town of Amherst from Tronconi Segarra & Associates (RES-2025-719 : Approve Proposal from Tronconi Segarra

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30759 **RESOLUTION 2025-720** **ADOPTED**

Award Bid #2025028 Pentair-Myers Submersible Pumps & Service - CRS #5758

WHEREAS, the Contract Compliance and Administration Department received bids on July 31, 2025 for Pentair-Myers Submersible Pumps & Service; and

WHEREAS, the bid process resulted in responses from one (1) vendor as per the attached bid tabulation form;

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Fluid Kinetics, Inc.

8/18/2025
Consent

FINANCIAL IMPACT:

G9916-4929 & G9916-2600; Amount TBD

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

Bid #2025028 Pentair-Myers Submersible Pumps & Service					
Low Bidder			Vendor Name:	Fluid Kinetics	
Item #	QTY	U/M		Unit Price	Total Price
1A	1	% Discount from MLP	Equipment / Parts Discount % - to supply Pentair Myers submersible pumps, parts and components at a percentage discount from manufactures list price. All associated freight costs shall be figured into this percentage as NO ADDITIONAL COSTS WILL BE CONSIDERED.	45%	45%
1B	1	Total Price	Equipment / Parts Discount % - to supply Pentair Myers submersible pumps, parts and components at a percentage discount from manufactures list price. All associated freight costs shall be figured into this percentage as NO ADDITIONAL COSTS WILL BE CONSIDERED.	$48,317.50	$48,317.50
2	4	EA	Pickup/Return Fee – for pump that the Town of Amherst would like evaluated for possible repair.	$100.00	$400.00
3	4	EA	Evaluation Fee - fee to fully evaluate a Pentair Myers submersible pump and provide an estimate for repair; this estimate would be priced as per the terms of this contract.	$150.00	$600.00
4	80	HR	Labor Charge - hourly labor charge for Pentair Myers submersible pump / motor repairs. This work would be performed at the awarded bidder's place of business.	$100.00	$8,000.00
5	$500.00	% Mark Up	Parts Markup - for parts and components required for the repairs under bid item 4 that are not available through bid item 1A, our primary pricing source. For this we would ask for a percentage mark up over the awarded bidder's cost.	20%	$600.00
			NO ADDITIONAL CHARGES WILL BE ALLOWED		
NOTES:					
Fluid Kinetics: Michael DeSantis confirmed the discount for line 1 is 45%.					

Attachment: Bid Tab Pentair Myers Pumps (RES-2025-720 : Award Bid #2025028 Pentair-Myers Submersible Pumps & Service - CRS #5758)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30768 **RESOLUTION 2025-721** **ADOPTED**

Amendment to Bid #2025018 Police Vehicles - CRS #5762

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2025018 for Police Vehicles on May 27, 2025 (RES-2025-511) to Delacy Ford (Original CRS #5551); and

WHEREAS, the bid tab has been amended to delete trade in vehicle #102;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the award for Bid #2025018 for Police Vehicles to reflect the Net Bid Amount changing from $342,596.00 to $336,096.00, pending successful completion of the contract routing process, due to the fact that one of the trade in vehicles was totaled (car 102) and can no longer be traded in.

8/18/2025
Consent

FINANCIAL IMPACT:

A3120-2200 $336,096

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

Bid #2025018 Police Vehicles								
Low Bidder		Vendor Name:	One Nation Distribution		~~Van Bortel Ford~~		Delacy Ford	
Item #	QTY		Unit Price	Total Price	~~Unit Price~~	~~Total Price~~	Unit Price	Total Price
1	6	2026 or Newer Ford Police Interceptor Utility AWD (LK-Dark Blue) (Non-Hybrid)	$53,994.00	$323,964.00	~~$45,860.00~~	~~$275,160.00~~	$45,296.00	$271,776.00
2	1	2026 or Newer Ford F-150 Police Responder 4 WD (LK-Dark Blue) (Non-Hybrid)	$59,898.00	$59,898.00	~~$48,860.00~~	~~$48,860.00~~	$46,630.00	$46,630.00
3	2	2026 or Newer Ford Police Interceptor Utility AWD (Non-Hybrid) Detective Color: TBD at time of order	$53,994.00	$107,988.00	~~$44,395.00~~	~~$88,790.00~~	$43,595.00	$87,190.00
				$491,850.00		~~$412,810.00~~		$405,596.00
4	11	**Total Trade In Value** (Enter individual trade-in values in the table on page 8 and total of all trade-ins here)		($91,400.00)		~~($86,720.00)~~		($63,000.00)
		Total Net Bid (minus trade-in)		$400,450.00		~~$326,090.00~~		$342,596.00
		Estimated lead time between order and delivery	45 Days		~~90-150 Days~~		4 Stock Units 5 Ordered 2-4 months	
		Price quoted to be delivered price. No additional freight will be allowed.						

NOTES:

Van Bortel: Please refer to cover note on the front of this bid. Notes on price sheet saying last day to order Item #3 is June 13th and is subject to change without notice. Also states that due to tariffs, they are unsure if they will be able to offer 2026 models. Markups on spec. sheets pages 5-7.

VB also noted that trade ins are subject to charge back, and options 66A, 63B, 66C, 86T, and 18D are not available for spec 2 and would have to be aftermarket. The LK dark blue color is also not available and HX-antimatter blue has been substituted on the 150 series. There is also no exterior light for 17T and would have to be aftermarket. Van Bortel's bid has been deemed non responsive due to the "trade ins are subject to charge back" note.

Delacy: LK Dark Blue for item #2 is not an available color for the responders. The "X' next to items 7,8,9 and 14 in specification for item #2 do not mean anything.

8/7/25: Bid tab revised to remove car 102 from the trade in list.

Attachment: Bid Analysis Police Vehicles rev 8.7.25 (RES-2025-721 : Amendment to Bid #2025018 Police

2025 Trades								
						One Nation Distribution	Van Bortel	Delacy
Car #	Year	Make	Model	VIN #	Mileage	Trade in Amount	Trade in Amount	Trade in Amount
~~102~~	~~2023~~	~~Ford~~	~~Explorer~~	~~1FM5K8AB4PGA81838~~	~~95,508~~	~~$9,100.00~~	~~$11,022.00~~	~~$6,500.00~~
103	2023	Ford	Explorer	1FM5K8AB3PGA06841	96,980	$9,100.00	$12,022.00	$6,500.00
106	2023	Ford	Explorer	1FM5K8AB4PGA35927	90,933	$9,100.00	$10,522.00	$6,500.00
112	2023	Ford	Explorer	1FM5K8ABXPGA03368	96,158	$9,100.00	$12,022.00	$6,500.00
113	2023	Ford	Explorer	1FM5K8AB2PGA06992	78,348	$9,100.00	$12,022.00	$7,000.00
114	2023	Ford	Explorer	1FM5K8AB9PGA05631	81,462	$9,100.00	$11,022.00	$7,000.00
123	2023	Ford	Explorer	1FM5K8AB2PGA81837	73,490	$9,900.00	$12,022.00	$7,500.00
123b	2022	Ford	Explorer Hybrid	1FM5K8AW3NNA00212	66,869	$10,000.00	$9,022.00	$8,000.00
152	2014	Chev	Tahoe	1GNLC2E05ER209799	76,321	$9,000.00	$4,022.00	$7,000.00
162	2014	Ford	Explorer	1FM5K8AR5EGC49593	88,900	$8,500.00	$2,022.00	$4,000.00
180	2016	Ford	Taurus	1FAHP2MK7GG119337	119,943	$8,500.00	$2,022.00	$3,000.00
						$91,400.00	$86,720.00	**$63,000.00**

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
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Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30783 **RESOLUTION 2025-722** **ADOPTED**

Award RFP #202505 Cafe' Operations at the Amherst Center for Senior Services - CRS #5769

WHEREAS, proposals were received on July 10, 2025 for RFP #202505 Cafe' Operations at the Amherst Center for Senior Services; and

WHEREAS, one (1) proposal was received and evaluated by Town representatives. There is no scoring sheet, as there was only one proposal submitted; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to Legacy Hospitality & Entertainment Group LLC; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Legacy Hospitality & Entertainment Group LLC.; and

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

8/18/2025
Consent

FINANCIAL IMPACT:

A6772-02410 TBD

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

Attachment: Cafe' Contract - Amherst Senior Services Center - Final Draft (RES-2025-722 : Award RFP #202505 Cafe' Operations at the Amherst

CAFÉ OPERATOR AGREEMENT

THIS AGREEMENT made and entered into this _____day of _____2025, by and between the TOWN OF AMHERST (hereinafter the "TOWN"), a municipal corporation with its principal place of business located at 5583 Main Street, Williamsville NY 14221 and Legacy Hospitality & Entertainment Group, LLC having its principal place of business located at 54 State Street #804, Albany NY 12207 (hereinafter "VENDOR")

WHEREAS, the Town prepared and advertised a request for proposals, ("RFP") reference #202505, for a business to serve as Café Operator at the Amherst Center for Senior Services located at 370 John James Audubon Parkway, Amherst NY 14228 (hereinafter, the "Café") and provide convenient and reasonably priced food service to the Center's patrons (hereinafter "Food Service"); and

WHEREAS, VENDOR submitted to the TOWN a proposal to provide Food Service for the Center's patrons at the Café, and VENDOR was selected by the TOWN to provide such Food Service.

NOW THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, the TOWN and VENDOR (collectively the "Parties") hereto identify to be legally bound, hereby agree as follows:

1. SCOPE OF SERVICES

A. VENDOR will offer for sale at the Café, at reasonable prices, Food Service items sandwiches/wraps, salads, soup/chili, coffee, tea, soda/bottled water, simple desserts, and grab-and-go merchandise such as yogurt, juice, granola and snacks, and other items found to be in demand by patrons of the Café.

B. VENDOR shall offer catering services which may include, but are not limited to, the preparation, delivery, setup, serving, and cleanup of food and beverages. Catering services at the Café must be mutually agreed upon in writing for each catering event. VENDOR may cater outside events without the TOWN's approval.

C. Notwithstanding the food menu, VENDOR may also sell at a reasonable price, gift shop items such as branded mugs, water bottles, clothing, candy and sundries. No alcohol, tobacco or vaping products may be sold.

D. All menu, sale items and practices must comply with the Erie County Healthy Food Service Guidelines and the Café must be cleaned and sanitized daily.

2. TERM

The term of this Agreement shall be for three (3) years, to commence on October 1, 2025 and to expire on September 30, 2028. No later than one hundred and twenty (120) days prior to the expiration date, the Parties may renew this Agreement for two additional terms of three (3) years, upon the same terms and conditions contained herein, or upon such other terms and conditions as may be agreed upon in writing by the Parties.

Attachment: Cafe' Contract - Amherst Senior Services Center - Final Draft (RES-2025-722 : Award RFP #202505 Cafe' Operations at the Amherst

3. PAYMENT AND AUDIT

A. During the term of this Agreement, VENDOR agrees to pay the first two months' rent of $2,500 prior to commencement of operations of the Café. Thereafter, VENDOR agrees to pay to the TOWN the amount of $1,250 per month or ten percent (10%) of the monthly gross revenue, (whichever is higher) as rent during the term of this Agreement. The monthly rent payments, accompanied with a statement of account showing VENDOR'S gross revenue receipts, shall be due on the first day of every month throughout the term of this Agreement. Payments and the said statement shall be remitted to Town of Amherst Clerk at 5583 Main Street, Williamsville NY 14221 and sent to Town of Amherst c/o Executive Director, Town of Amherst Senior Services, 370 John James Audubon Parkway, Amherst, New York 14221. Failure to make payments in a timely manner may result in the termination of this Agreement.

B. VENDOR shall be responsible for all accounting, including sales tax reporting and payment, inventory control and bill payments.

4. USE OF SPACE

A. VENDOR shall use the Café described herein for no other purpose than those permitted under this Agreement, including offering Food Service to patrons of the Town of Amherst Senior Services Center.

B. VENDOR shall enter the Café facility between September 1, 2025 through September 30, 2025 for the purpose of setting up its equipment/appliances in order to facilitate the commencement of operations under this Agreement; provided that the provisions of this Agreement relating to VENDOR's responsibilities pertaining to insurance, indemnification, or liability for damages resulting from injury to persons or properties shall be binding to the same extent during the set-up period described herein.

5. VENDOR RESPONSIBILITIES

VENDOR further agrees:

A. Hire and operate the Café with competent and courteous employees. All employees of VENDOR will be clean and neat in appearance. All employees of VENDOR working in the Café shall treat the customers and patrons with courtesy and in a professional manner.

B. Secure and maintain, at its own expense, all necessary licenses for the possession, sale and service of food and beverages as herein specified, as well as all licenses and permits necessary to the conduct of business under the terms of this agreement. In the event that VENDOR is unable to obtain any license or should such license be revoked, the TOWN reserves the right to terminate this Agreement. VENDOR shall obtain and provide proof of all the required licenses to the Town before commencement of operations at the Café.

C. Furnish at its own expense any and all appliances/equipment including refrigerators, coolers, electrical appliances, ovens, stoves, dishes, cutleries, napkins, cups and any other equipment necessary for the proper performance of VENDOR'S operation of the Café, as well as all food and beverage products and any merchandise to be sold; excluding the equipment/appliances already provided onsite by the Town.

D. To keep the Café clean at its own expense, and in such condition as to conform to the laws, ordinances, rules and regulations of the State of New York, the County of Erie and the Town of Amherst as applicable. Additionally, VENDOR shall clean the Café daily, in accordance with the Erie County Health Department requirements.

E. VENDOR shall not make any material changes or alterations to the Café without prior written consent of the TOWN, which consent shall not be unreasonably withheld or delayed. Changes relating to signage, menu boards, and fixtures are deemed material changes. Changes such as furniture, TV screens and décor shall not be deemed material changes.

F. VENDOR agrees that TOWN will not be responsible for the installation of water supply, sewer or drain pipes, or additional fixtures, other than maintaining those provided. TOWN shall make all necessary repairs involving plumbing, electrical, wiring, gas, and heating, as needed. VENDOR agrees to grant TOWN access to Café in order to make said repairs, as needed.

G. To assume all risk in the operation of this agreement and shall be solely responsible and answerable in damages for any and all accidents or injuries to person or property and hereby covenants and agrees to indemnify and keep harmless the Town of Amherst from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect arising out of the operation of this Agreement, or the carelessness, negligence or improper conduct of any servant, agent or employee, which responsibility shall not be limited to the insurance coverage provided for.

H. To expressly waive any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus, water supply equipment, or wires furnished for the premises or by reason of any loss or impairment of light, current, or water supply which may occur from time to time for any cause, or for any loss or damage sustained by VENDOR resulting from fire, water, tornado, civil commotion or riots, and VENDOR expressly waives all rights, claims and demands and forever releases and discharges the Town of Amherst and its officers, employees and agents from any and all demands, set-offs, claims, actions and causes of action arising from any of the aforesaid.

I. To use every reasonable precaution to guard against fire; and to preserve said Café unaltered and in good repair, except as otherwise agreed herein.

J. Upon the expiration of the term of this agreement, VENDOR shall vacate and surrender said

Attachment: Cafe' Contract - Amherst Senior Services Center - Final Draft (RES-2025-722 : Award RFP #202505 Cafe' Operations at the Amherst

Café in as good state and condition as it was at the commencement of this Agreement, reasonable wear and tear excluded.

K. In the event VENDOR shall default in the performance of any agreement, covenant or conditions herein contained, the TOWN will provide VENDOR with written notice to cure such default within 30 days. Whenever the TOWN exercises this option, VENDOR will not be in default if it proceeds to cure that failure within the 30 days. Should VENDOR continue in default for more than 30 days after such written notice is given, the TOWN shall have the option to terminate this Agreement upon 30 days written notice to the VENDOR. The parties shall at all times have the ability to mutually agree, in writing, to terminate this Agreement.

6. TOWN RESPONSIBILITIES

The TOWN further agrees**:**

A. To furnish VENDOR, at TOWN'S sole cost and expense, adequate electricity, water, and heat, as may be reasonably required by VENDOR for operation of the Café.

B. Not to direct, control or interfere with the methods of operation utilized by the VENDOR at the Café, unless such methods of operation adversely affect the safety, security and well-being of the TOWN's premises and/or the Café patrons or is otherwise inconsistent with the provisions of this Agreement.

C. To make arrangements for collection and disposal of trash and garbage from the Café area without charge to the VENDOR.

7. INSURANCE

During the term of this Agreement, VENDOR shall maintain liability insurance for its own protection against any injuries, accidents or causes of action, of every nature and kind whatsoever that may arise from the use and occupation of said premises by VENDOR. VENDOR shall name the TOWN as additional insured on all general liability, auto and excess policies required under this Agreement. Such insurance shall comply with the requirements set forth in the Town of Amherst Standard Insurance Certificate, attached hereto as **SCHEDULE "A**". VENDOR shall provide proof of insurance, which shall be subject to approval by the Town Attorney's Office, prior to commencement of operations. VENDOR shall maintain for its own protection such fire insurance as it may deem necessary.

8. INDEMNIFICATION

To the extent permissible by law, VENDOR shall indemnify, defend and hold harmless the TOWN, its agents, employees, representatives and successors, against any and all claims, losses, damages and injuries including death, property damage, lawsuits or other disputes, arising directly or indirectly out of the negligent acts or omissions of VENDOR, its agents, representatives or employees, pursuant to this Agreement.

Attachment: Cafe' Contract - Amherst Senior Services Center - Final Draft (RES-2025-722 : Award RFP #202505 Cafe' Operations at the Amherst

9. INDEPENDENT CONTRACTOR

It is mutually understood and agreed by the Parties that an independent contractor relationship be hereby established under the terms of this Agreement and that the VENDOR and any employees of the VENDOR are not, nor shall they be deemed to be, employees of the TOWN.

10. NOTICES

All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the TOWN:

Town of Amherst Senior Services

370 John James Audubon Parkway

Amherst, New York 14221

with a copy to:

Town of Amherst Town Attorney's Office

30 South Cayuga Road, Suite 101

Williamsville, New York 14221

To VENDOR:

Legacy Entertainment and Hospitality Group, LLC

54 State Street #804

Albany NY 12207

Or at any such other address or such other person as the Parties may designate.

11. HOURS OF OPERATION

VENDOR shall keep the Café open for a minimum of thirty (30) hours per week and for the following days and times throughout the year:

Monday - Friday 9:00 AM - 3:00 PM

Provided that Tuesdays and Thursdays are subject to extended opening hours upon written approval of the TOWN.

Attachment: Cafe' Contract - Amherst Senior Services Center - Final Draft (RES-2025-722 : Award RFP #202505 Cafe' Operations at the Amherst

Attachment: Cafe' Contract - Amherst Senior Services Center - Final Draft (RES-2025-722 : Award RFP #202505 Cafe' Operations at the Amherst

12. INSPECTION

The TOWN shall have the right to inspect, during regular business hours, all equipment and space occupied by VENDOR with respect to safety and sanitary conditions.

13. CIGARETTES & TOBACCO RELATED ITEMS

There shall be no tobacco related items sold or distributed any time on the premises.

14. ADVERTISING

The TOWN retains the right to have VENDOR remove an advertisement in the event the TOWN disagrees with the type, form or content.

15. HAWKERS, SPIELERS, CRIERS, E.T.C.

VENDOR shall not employ or use any persons known as "hawkers", "spielers", "criers", or other noisemakers or any other means of attracting attention to the Café without approval by the Director of Senior Services.

16. LEGAL COMPLIANCE

VENDOR shall comply with all ordinances, statutes, rules and regulations of all governmental bodies, including the local police, the County of Erie, and the health and sanitary authorities. Structural alterations, additions or installations shall remain the responsibility of the TOWN.

17. EXECUTORY

As to the obligation of the TOWN under the provisions of this Agreement, the same shall be deemed executory only to the extent of the monies available thereof, and no liability shall be incurred by the TOWN beyond the monies available for the purpose.

18. SEVERABILITY

If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. GOVERNING LAW

This Agreement shall be governed by and constructed in accordance with the laws of the State of New York.

20. ENTIRE AGREEMENT

This Agreement and the Schedule(s) annexed hereto constitute the sole and complete agreement and understanding of the Parties with respect to the rights and obligations herein and supersede all prior written or oral agreements and understandings with respect to the rights and obligations herein.

21. AMENDMENT

This Agreement shall not be changed, amended or altered in any way except in writing and executed by both Parties.

22. ASSIGNMENT

VENDOR shall not assign this Agreement without prior written consent of the TOWN.

23. WAIVER

Failure on the part of the TOWN to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

24. APPROVAL

This Agreement shall not be enforceable until signed by both parties, after approval by the Town Board of the Town of Amherst.

[END TEXT]

Attachment: Cafe' Contract - Amherst Senior Services Center - Final Draft (RES-2025-722 : Award RFP #202505 Cafe' Operations at the Amherst

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date first above written.

TOWN OF AMHERST

_____
Name: Brian Kulpa

Title: Supervisor

Date:

LEGACY HOSPITALITY AND ENTERTAINMENT GROUP, LLC.

_____
Name: Itai Shoffman & Saurav Ghosh

Title: Partners

Date:

APPROVED AS TO CONTENT

By: _____

Name: Melissa Abel

Title: Director of Senior Services

APPROVED AS TO FORM

By: _____

Name: Steven Bengart

Title: Town Attorney

Date:

Attachment: Cafe' Contract - Amherst Senior Services Center - Final Draft (RES-2025-722 : Award RFP #202505 Cafe' Operations at the Amherst

STATE OF NEW YORK)

) :SS.

COUNTY OF ERIE)

On_____ before me_____personally appeared_____ who proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

(Notary Public)

STATE OF NEW YORK)

):SS.

COUNTY OF ERIE)

On_____ before me_____personally appeared_____ who proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

(Notary Public)

Attachment: Cafe' Contract - Amherst Senior Services Center - Final Draft (RES-2025-722 : Award RFP #202505 Cafe' Operations at the Amherst

SCHEDULE A

TOWN OF AMHERST STANDARD INSURANCE CERTIFICATE

Attachment: Cafe' Contract - Amherst Senior Services Center - Final Draft (RES-2025-722 : Award RFP #202505 Cafe' Operations at the Amherst

INSTRUCTIONS FOR TOWN OF AMHERST STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "Town of Amherst, 5583 Main Street, Williamsville, NY 14221"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the NYS Department of Financial Services. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: Town of Amherst Attorney's Office at 5583 Main Street Williamsville, NY 14221 for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A. Minor Construction and Maintenance	B. Major Construction and Maintenance	C. Vendor - On Site (Minor)	D. Vendor On Site (Major)	E. Vendor not on site	F. Professional Services Consultant (Minor)	G. Professional Services Consultant (Major)
Commercial Gen. Liab.	$1,000,000 CSL	$1,000,000 per occ.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
General Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Products Completed Operations Liability	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE	INCLUDE	INCLUDE	INCLUDE		INCLUDE	INCLUDE
Contractual Liability	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE	INCLUDE	INCLUDE	INCLUDE		INCLUDE	INCLUDE
X.C.U. (explosion, collapse, Underground)	INCLUDE	INCLUDE	INCLUDE	INCLUDE			
Liquor Law (if applicable)			INCLUDE	INCLUDE			
Auto Liab.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	$2,000,000	$5,000,000	$1,000,000	$5,000,000	$1,000,000	$2,000,000	$5,000,000
Worker's Compensation	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability						$1,000,000	$5,000,000
Cyber Liability*	$1,000,000	$1,000,000	N/A	N/A	N/A	$1,000,000	$5,000,000
Town of Amherst, To Be Named Add'l Insd.	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Major Construction contracts require excess Umbrella Liability limits of $5,000,000. Major shall be considered any Construction project with a "height" exposure.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below:

Workers Compensation Forms

CE-200		Exemption
C105.2		Commercial Insurer
SI-12		Self Insurer
GSI-105.2		Group Self Insured
U-26.3		New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

XII. The "ACORD" form certificate may be used in place of the Town of Amherst Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

XIII Cyber Liability coverage must be provided in instances where vendors/contractors have access to the Town's IT network and/or any personal and confidential information

XIV Pollution/Environmental Liability coverage required for projects involving the remediation, handling, transporting and/or disposal of hazardous waste Including but not limited to asbestos, lead and any other substance determined to be a Pollutant or Contaminant by the (DEC)

XV Endorsement CG2038 (Additional Insured) or equivalent should be used in construction contracts where there is no direct contract between the Contractor performing services and Town of Amherst

Attachment: Cafe' Contract - Amherst Senior Services Center - Final Draft (RES-2025-722 : Award RFP #202505 Cafe' Operations at the Amherst

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30791 **RESOLUTION 2025-723** **ADOPTED**

Award of Bid – Pineview Drive Waterline Replacement Project 2025 – 2030 CIP Project E-4 T.O.A. Project No. 2016.061

On August 11, 2025 bids were received for the above referenced project. After review of the five (5) bids received (bid tabulation attached), we recommend award of this contract to E&R General Construction Inc., 38 Saint David's Dr., West Seneca, NY 14224, in the amount of $475,961.00. This project shall replace the existing waterline and services from Creekside Drive to North French Road.

Funding for this contract shall be from project account KP2513.4972.

Thank you for considering this request.

8/18/2025
Consent

FINANCIAL IMPACT:

amount of $475,961.00. Funding for this contract shall be from project account KP2513.4972

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

Town of Amherst

Pineview Dr. Waterline Replacement Project

Bid Tabulation / August 11, 2025

T.O.A. Job No. 2016.061

No.	Bidder	Bid Bond (Y/N)	Base Bid
1	**E&R General Construction Inc.**	**Y**	**$475,961.00**
2	Malvestuto Construction Inc.	Y	$551,389.50
3	716 Site Contracting Inc.	Y	$599,560.00
4	Milherst Construction, Inc.	Y	$617,250.10
5	Laubacker Enterprises, Inc.	Y	$651,360.00

Attachment: Pineview Waterline Replacement Project_Bid Tabulation_TB (RES-2025-723 : Award of Bid – Pineview Drive Waterline

August 11, 2025

Jessica Boudreau, PE
Town of Amherst
Engineering Department
1100 North Forest Road
Williamsville, NY 14221

Re: Pineview Drive Waterline Replacement
General Construction Contract
Town Job No. 2016.061
Recommendation Letter
File No. 24J1-0054.005

Dear Mr. Armstrong:

In accordance with the Notice to Bidders, sealed bids for the Pineview Drive Waterline Replacement Project were opened and publicly read aloud at 12:00 p.m. on August 11, 2025, at the Town's Municipal Building.

A total of five (5) bids were received. Nussbaumer & Clarke, Inc. (Nussbaumer) has carefully reviewed all bids. The bid tabulation is summarized as follows:

BIDDER NAME	TOTAL BID AMOUNT
716 Site Contracting Inc.	$ 599,560.00
E&R General Construction Inc.	$ 475,961.00
Laubacker Enterprises, Inc.	$ 651,360.00
Milherst Construction Inc.	$ 617,250.10
Malvestuto Construction Inc.	$ 551,389.50

Enclosed with this letter is a copy of the Bid Tabulation for your records.

We have reviewed the qualifications and experience of the low bidder, E&R General Construction Inc., and have found they have performed similar work acceptably. We, therefore, recommend the award of the Pineview Drive Waterline Replacement Project to E&R General Construction Inc. for the Total Bid Amount of $475,961.00 contingent upon the availability of project funding and review by the Town's legal counsel.

If you have any questions or comments regarding the information and recommendation set forth herein, please call to discuss.

Sincerely,

NUSSBAUMER & CLARKE, INC.

Christopher Freese
Associate – Construction Services

Enclosures

CC: File – 02 and 16 (w/bid tab)

Attachment: Pineview Waterline Replacement Project_Bid Tabulation_TB (RES-2025-723 : Award of Bid – Pineview Drive Waterline

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 30792 **RESOLUTION 2025-724** **ADOPTED**

Award of Bid – Cimarand Drive Waterline Replacement Project 2025 – 2030 CIP Project E-4 T.O.A. Project No. 2025.014

On August 7, 2025 bids were received for the above referenced project. After review of the six (6) bids received (bid tabulation attached), we recommend award of this contract to Fairway Contracting, P.O. Box 352, Orchard Park, NY 14127, in the amount of $937,062.13, to include the base bid and Alternate 1. This project shall replace the existing waterline and services from Hopkins Road to Southwedge Drive, including Cimarand Court.

Funding for this contract shall be from project account KP2513.4972.

Thank you for considering this request.

8/18/2025
Consent

FINANCIAL IMPACT:

amount of $937,062.13 Funding for this contract shall be from project account KP2513.4972

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

Town of Amherst

Cimarand Dr. Waterline Replacement Project

Bid Tabulation / August 7, 2025

T.O.A. Job No. 2025.014

No.	Bidder	Bid Bond (Y/N)	Base Bid (Phase 1)	Alternate 1 (Phase 2)	Total Base Bid + Alternate 1
1	**Fairway Contracting**	**Y**	**$426,541.18**	**$510,520.95**	**$937,062.13**
2	E&R General Construction Inc.	Y	$442,046.00	$553,024.00	$995,070.00
3	716 Site Contracting Inc.	Y	$447,275.00	$570,925.00	$1,018,200.00
4	Laubacker Enterprises, Inc.	Y	$489,850.00	$581,750.00	$1,071,600.00
5	Milherst Construction, Inc.	Y	$540,250.10	$630,150.30	$1,170,400.40
6	Malvestuto Construction Inc.	Y	$692,181.00	$820,857.76	$1,513,038.76
7					

Attachment: Cimarand Waterline Replacement Project_Bid Tabulation_TB (RES-2025-724 : Award of Bid – Cimarand Drive Waterline

August 11, 2025

Jessica Boudreau, PE
Town of Amherst
Engineering Department
1100 North Forest Road
Williamsville, NY 14221

Re: Cimarand Drive Waterline Replacement
General Construction Contract
Town Job No. 2025.014
Recommendation Letter
File No. 24J1-0054.004

Dear Mr. Armstrong:

In accordance with the Notice to Bidders, sealed bids for the Cimarand Drive Waterline Replacement Project were opened and publicly read aloud at 12:00 p.m. on August 7, 2025, at the Town's Municipal Building.

A total of six (6) bids were received. Nussbaumer & Clarke, Inc. (Nussbaumer) has carefully reviewed all bids. The bid tabulation is summarized as follows:

BIDDER NAME	Phase I	Phase II	TOTAL BID
716 Site Contracting Inc.	$ 447,725.00	$ 570,925.00	$ 1,018,200.00
E&R General Construction Inc.	$ 442,046.00	$ 553,024.00	$ 995,070.00
Fairway Contracting	$ 426,451.18 **	$ 510,520.95	$ 937,062.13 **
Laubacker Enterprises, Inc.	$ 489,850.00	$ 581,750.00	$ 1,071,600.00
Milherst Construction Inc.	$ 540,250.10	$ 630,150.30	$ 1,170,400.40
Malvestuto Construction Inc.	$ 692,181.00	$ 820,857.76	$ 1,513,038.76

**Corrected Total - Contractor had a math error resulting in their actual bid being $1.00 less.

Enclosed with this letter is a copy of the Bid Tabulation for your records.

We have reviewed the qualifications and experience of the low bidder, Fairway Contracting, and have found they have performed similar work acceptably. We, therefore, recommend the award of the Cimarand Drive Waterline Replacement Project to Fairway Contracting the Total Bid Amount of $937,062.13 contingent upon the availability of project funding and review by the Town's legal counsel.

If you have any questions or comments regarding the information and recommendation set forth herein, please call to discuss.

Sincerely,

NUSSBAUMER & CLARKE, INC.

Christopher Freese
Associate – Construction Services

Enclosures

CC: File – 02 and 16 (w/bid tab)

Attachment: Cimarand Waterline Replacement Project_Bid Tabulation_TB (RES-2025-724 : Award of Bid – Cimarand Drive Waterline

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30737 **RESOLUTION 2025-725** **ADOPTED**

Extension of Wellness Program Contract - CRS #5745

WHEREAS, CHC Wellbeing, Inc. has agreed to extend the Wellness Program Contract (Original CRS #2988) as per the terms of the original agreement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with CHC Wellbeing, Inc. for the period of January 1, 2026 through December 31, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with CHC Wellbeing, Inc.

8/18/2025
Consent

FINANCIAL IMPACT:

A9060.0394; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

July 1, 2025

CHC Wellbeing, Inc.
5440 N. Cumberland Ave., Suite 225
Chicago, IL 60656

Attn: Brittany Wassarman, Senior Account Manager

Re: CRS 2988 – Town of Amherst Wellness Program Extension

Dear Ms. Wassarman:

The Town of Amherst wishes to extend this agreement for an additional two-year contract period, through December 31, 2027. As per the contract terms, an increase NTE 3% is allowable. The new rates will be as follows:

Wellness Screening (FT employees / PT on health plan)	$83.00	Each
Wellness Screenings (spouses on health plan)	$128.00	Each
Hemoglobin A1C (FT employees / PT & spouses on health plan)	$10.00	Each
Portal, Walking & Rewards Program (FT employees / PT on health plan)	$5.15	PEPM
Portal, Walking & Rewards Program (spouses on health plan)	$15.00	PSPY
Portal Only (PT Employees)	$1.25	PEPM

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

If you wish to extend, please return three signed (3) originals to:

Town of Amherst Contract Compliance Department
Attn: Karen Halton
5583 Main Street
Williamsville, NY 14221

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

_X_ Yes, I agree to extend _____ No, I do not wish to extend

Attachment: CHC Extension - ending 2027 (RES-2025-725 : Extension of Wellness Program Contract - CRS #5745)

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

Company Name: CHC Wellbeing, Inc.

Representative (Please print): Joan Knauss-Harwell Title: Managing Director

Signature: Joan Knauss-Harwell Date: July 1, 2025

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor — Date

Attachment: CHC Extension - ending 2027 (RES-2025-725 : Extension of Wellness Program Contract - CRS #5745)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/24/2025

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 Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	CONTACT NAME: Laura Karr PHONE (A/C, No, Ext): (847) 247-3042 FAX (A/C, No): (847) 440-9126 E-MAIL ADDRESS: Laura.Karr@MarshMMA.com
INSURED CHC Wellness, Inc. dba CHC Wellbeing, Inc. 8755 West Higgins Road Suite #300 Chicago IL 60631	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company, Lt — 11000 INSURER B : Hanover American Company — 36064 INSURER C : Admiral Insurance Company — 24856 INSURER D : Lloyds Underwriters INSURER E : Allmerica Financial Benefit — 41840 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1321559211 **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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		83SBAPS1622	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
E	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		AWCD54225509	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y		83SBAPS1622	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WZCD21635608	5/1/2025	5/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C D	Professional Liability Cyber			EO00006277202 ESN1140330596	5/1/2025 5/1/2025	5/1/2026 5/1/2026	Per Claim: $1,000,000 Agg: $5,000,000	Agg: $3,000,000 Deductible:$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

It is agreed that the Certificate Holder is added as Additional Insured, when required by written contract, on the General Liability, Auto Liability and Umbrella Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved

Attachment: CHC Extension - ending 2027 (RES-2025-725 : Extension of Wellness Program Contract - CRS #5745)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

CHC WELLNESS, INC DBA CHC WELLBEING, INC
8755 WEST HIGGINS ROAD, SUITE 300
CHICAGO, IL 60631

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

8472423143

1c. Federal Employer Identification Number of Insured or Social Security Number

522402054

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LNY903696001

3c. Policy effective period

07-01-2025 to 06-30-2026

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 07-18-2025 By *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Attachment: CHC Extension - ending 2027 (RES-2025-725 : Extension of Wellness Program Contract - CRS #5745)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: CHC Extension - ending 2027 (RES-2025-725 : Extension of Wellness Program Contract - CRS #5745)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) CHC WELLNESS INC 8755 WEST HIGGINS ROAD STE 300 CHICAGO IL 60656 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 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 522402054
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier THE HANOVER AMERICAN INSURANCE COMPANY b. Policy Number of Entity Listed in Box "1a" WZCD21635608 3c. Policy effective period 05/01/2025 to 05/01/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: KAREN ANDRADE
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Karen Andrade 07/18/2025
(Signature) (Date)

Title: COO COMMERCIAL LINES

Telephone Number of authorized representative or licensed agent of insurance carrier: 508-855-1000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: CHC Extension - ending 2027 (RES-2025-725 : Extension of Wellness Program Contract - CRS #5745)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue an permit for or in connection with any work involving the employment of employees in a hazardous employment define by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory t the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter int any contract for or in connection with any work involving the employment of employees in a hazardous employmer defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, sha not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactor to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: CHC Extension - ending 2027 (RES-2025-725 : Extension of Wellness Program Contract - CRS #5745)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30772 **RESOLUTION 2025-726** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective August 19, 2025, Temporary, $16.00 ph, Step 1 for Cristy Chowaniec.

8/18/2025
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: 08/18/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30777 **RESOLUTION 2025-727** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective August 19, 2025, Temporary, $15.50 ph, Step 1 for Sarah Syracuse.

8/18/2025
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: 08/18/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30786 **RESOLUTION 2025-728** **ADOPTED**

School Crossing Guard - PT/Police Department

Please appoint a School Crossing Guard - PT to the Police Department. Effective August 19, 2025, Temporary, $16.10 ph for Kim Alexander-Thomson.

8/18/2025
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: 08/18/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30794 **RESOLUTION 2025-729** **ADOPTED**

School Crossing Guard - PT/Police Department

Please appoint a School Crossing Guard - PT to the Police Department. Effective August 19, 2025, Temporary, $15.50 ph for Steven Dunn.

Contingent upon completing all pre-employment requirements.

8/18/2025
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: 08/18/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30798 **RESOLUTION 2025-730** **ADOPTED**

Lieutenant of Detectives/Police Department

Please appoint a Lieutenant of Detectives to the Police Department. Temporary, effective August 19, 2025 at an annual salary of $111,766 for Thomas Brown.

This is a promotion for an employee currently serving as Police Lieutenant.
Replacing an employee who was promoted.

8/18/2025
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: 08/18/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30769 **RESOLUTION 2025-731** **WITHDRAWN**

Sidewalk Waiver Request - SWW-2025-02; 1101 Niagara Falls Boulevard

Sidewalk Waiver Request, SWW-2025-02, for property located at 1101 Niagara Falls Boulevard (SBL# 67.06-1-38). Issac Development, Petitioner.

FINANCIAL IMPACT:

None.

RESULT: WITHDRAWN

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

Town Board Agenda of August 18, 2025

MEMORANDUM August 7, 2025

TO: Fran Spoth, Town Clerk
Honorable Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: SIDEWALK WAIVER REQUEST – **SWW-2025-02**
Property Located at **1101 Niagara Falls Boulevard** (SBL# 67.06-1-38).
Issac Development, Petitioner.

The subject request has been reviewed by the Planning, Building and Engineering Departments and **will be placed on the August 18, 2025 Town Board agenda under the Planning Director's report** for decision by the Board. Attached find the reviews from the departments which give their recommendations.

Should you have any questions please contact this office at (716) 631-7051.

Thank you.

DH/JQ/bf
Att.
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2025\SWW-2025-02_(1101_Niagara_Falls_Blvd)_2025\SWW-2025-02_TB Agenda_081825.doc
cc: Daniel J. Ulatowski, Assistant Planning Director
Town Attorney
Building Department
Chris Schregel, Engineering Department

Attachment: SWW-2025-02_TB_memo_081825 (RES-2025-731 : Sidewalk Waiver Request - SWW-2025-02; 1101 Niagara Falls Blvd.)

TOWN OF AMHERST ENGINEERING DEPARTMENT
ENGINEERING SERVICES DIVISION
BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

RECEIVED
JUN 12 2025
TOWN OF AMHERST
PLANNING DEPT.

Memorandum

June 11, 2025

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Project Manager

SUBJECT: Sidewalk Waiver Request - SWW-2025-02
Petitioner: Issac Development

LOCATION: 1101 Niagara Falls Blvd.

X **SIDEWALK WAIVER IS**

X **GRANTED**

Recommendation:
The Engineering Department recommends that this sidewalk waiver request be granted.

CPS/ch
Cc: Commissioner of Building, Mark S. Berke
Town Clerk, Fran Spoth
Town Attorney, Steven Bengart
Issac Development LLC, 1101 Niagara Falls Blvd., Amherst, Ny 14226

Attachment: SWW-2025-02_TB_memo_081825 (RES-2025-731 : Sidewalk Waiver Request - SWW-2025-02; 1101 Niagara Falls Blvd.)

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

MEMORANDUM July 8, 2025

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, James Quinn, Assistant Planner

SUBJECT: Sidewalk Waiver Request; **SWW-2025-02**, property located at **1101 Niagara Falls Boulevard** (SBL # 67.06-1-38). Issac Development, petitioner.

The subject property is located on the east side of Niagara Falls Boulevard at the southeast corner of its intersection with Almeda Avenue. This corner parcel has 107± feet of frontage on Niagara Falls Boulevard and 201± feet of frontage on Almeda Avenue. Niagara Falls Boulevard is designated as a major arterial on Figure 9 of the Town of Amherst Comprehensive Plan.

The area is commercial in character, comprised of commercial retail and dining establishments consistent with the Town of Amherst Comprehensive Plan, which calls for commercial mixed-use throughout that area.

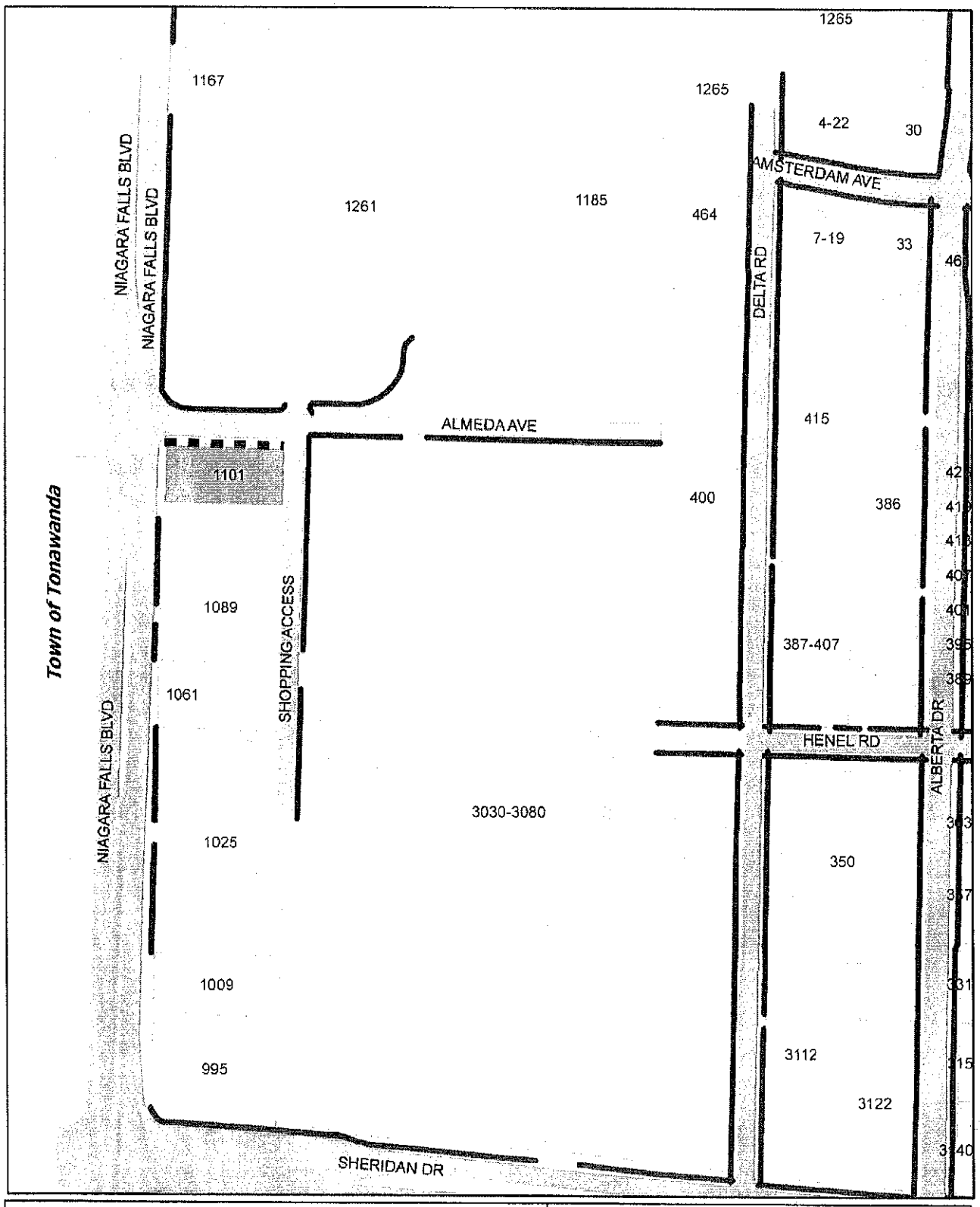
The petitioner is requesting that the portion of sidewalks along the parcels frontage on Almeda Avenue be waived, as the petitioner claims that there are currently no sidewalks on Almeda Avenue.

Upon field inspection by staff, there are sidewalks on the south side of Almeda Avenue east of the subject parcel. It is this department's recommendation that the subject request be denied for the waiver of required sidewalk on Almeda Avenue.

JQ/ac
Att.
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2025\SWW-2025-02_(1101_Niagara_Falls_Blvd)_2025\SWW-2025-02_PD Review_070825.doc
cc: Daniel Ulatowski, Zoning Enforcement Officer
Steven Bengart, Town Attorney
Mark S. Berke, Commissioner of Building
Chris Schregel, Engineering Services
Issac Development LLC, 1101 Niagara Falls Blvd., Amherst, NY 14226

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

Attachment: SWW-2025-02_TB_memo_081825 (RES-2025-731 : Sidewalk Waiver Request - SWW-2025-02; 1101 Niagara Falls Blvd.)



SWW-2025-02

Request to Waive Required Sidewalk
Property Loacted at 1101 Niagara Falls Boulevard

Issac Development, Petitioner

July 2025

1101 Niagara Falls Boulevard
Existing Public Sidewalk
Requested Sidewalk Waiver Location

Attachment: SWW-2025-02_TB_memo_081825 (RES-2025-731 : Sidewalk Waiver Request - SWW-2025-02; 1101 Niagara Falls Blvd.)

TOWN OF AMHERST ENGINEERING DEPARTMENT
ENGINEERING SERVICES DIVISION
BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

Memorandum

June 11, 2025
REVISED: August 18, 2025

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Project Manager

SUBJECT: Sidewalk Waiver Request - SWW-2025-02
Petitioner: Issac Development

LOCATION: 1101 Niagara Falls Blvd.

X SIDEWALK WAIVER IS

X DENIED

Recommendation:

The Engineering Department recommends that this sidewalk waiver request be denied. The approved site plan indicates that the existing obstructions which previously prevented the installation of a sidewalk will be removed as part of the proposed site improvements. This will provide sufficient space to accommodate a public sidewalk along the Almeda Ave. frontage.

Note:

The prior memorandum dated June 11, 2025, from this department recommended approval of a sidewalk waiver. That recommendation was intended to address the sidewalk along Niagara Falls Boulevard, and not the subject frontage along Almeda Avenue. This memorandum replaces and supersedes the earlier correspondence.

CPS/
Cc: Commissioner of Building, Mark S. Berke
Town Clerk, Fran Spoth
Town Attorney, Steven Bengart
Issac Development LLC, 1101 Niagara Falls Blvd., Amherst, Ny 14226

Attachment: SWW_2025-02_EngRev8-18-25 (RES-2025-731 : Sidewalk Waiver Request - SWW-2025-02; 1101 Niagara Falls Blvd.)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30779 **RESOLUTION 2025-732** **ADOPTED**

To Authorize the Town Supervisor to Sign Grant Application Materials and Submit an Application to the New York State Affordable Housing Corporation Not to Exceed $300,000 in Funding for a Housing Rehabilitation Matching Grant to Assist Target Neighborhoods

WHEREAS, the New York State Affordable Housing Corporation will be accepting applications for grant funding for housing rehabilitation loans in 2025, and

WHEREAS, said funds can be used in conjunction with Community Development Block Grant and HOME Investment Partnership Grant funds administered by the Town to assist low and moderate income homeowners, and

WHEREAS, the Planning Department has prepared an application for submission to the NYS Affordable Housing Corporation for said funds, NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Amherst authorizes the Supervisor to sign said application and any related documents, and submit same to the New York State Affordable Housing Corporation for a grant not to exceed $300,000 with a local match of $200,000 for housing rehabilitation loans for low and moderate income homeowners, and BE IT

FURTHER RESOLVED, that a copy of this resolution be forwarded to State Senator Sean Ryan and State Assemblywoman Karen McMahon.

8/18/2025
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution requires that up to $200,000 in Federal Community Development Block Grant and HOME Investment Partnership Funds be made available as a local match, but involves no other Town monetary contribution and will have no impact on the Town Budget or tax rate.

RESULT:	**ADOPTED [UNANIMOUS]**
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, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

August 11, 2025

Agenda of August 18, 2025

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

Subject: Authorization for Supervisor to submit NYS Affordable Housing Corporation grant application for housing rehabilitation loans

Honorable Board Members:

The New York State Affordable Housing Corporation (AHC) offers grants to communities to make housing rehabilitation loans to low and moderate income homeowners in designated target areas. The Planning Department proposes that the Town submit an application for AHC funds not to exceed $300,000.

The funding provided under this grant requires a local match. We propose that the local match be provided with Community Development Block Grant Rehabilitation funds and HOME Investment Partnership funds, which are administered in a manner that already meets most of the AHC requirements.

Attached for your consideration is a resolution authorizing the Town Supervisor to sign the grant application materials and any related documents for NYS AHC funding for a Housing Rehabilitation Matching Grant.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

att.

X:\Community Development\New Structure\HOUSING PROGRAMS\AHC Rehab\AHC.application\2021\TB_letter_7.12.21.docx

Attachment: tb letter-08112025151759 (RES-2025-732 : To Authorize the Supervisor to Submit a Grant Application to the State)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30793 **RESOLUTION 2025-733** **ADOPTED**

Edward Byrne Memorial Justice Assistance Grant Agreement (CRS #5741) Crisis Intervention Program New York State Division of Criminal Justice Services (NYSDCJS)

TOWN BOARD AGENDA ITEM: AUGUST 18, 2025

TO: **Town Board**

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

RE: **Edward Byrne Memorial Justice Assistance Grant Agreement (CRS #5741): Crisis Intervention Program New York State Division of Criminal Justice Services (NYSDCJS)**

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: August 18, 2025**)

8/18/2025
Consent

FINANCIAL IMPACT:

A 3130 .4000: Grant Funding: ($103,476.00)

No Matching Funds Required

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

NEW YORK STATE | Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: **Town of Amherst / Amherst Town Police Department**		Date: 6/5/2025
Program Name: Byrne SCIP Crisis Intervention Programing		Award Amount: $103,476[1]
Signatory Name and Title: Brian J. Kulpa, Town Supervisor		Term Dates: TBD
Email: toainfo@amherst.ny.us		Contract Number: C633216

Program Description: Funding to support a behavioral or mental health clinician to work with the Department.

The following additional information is provided as required when grants are supported with federal funding:

Federal Award Identification Information

Award Name: BJA FY 2022- 2023 Byrne State Crisis Intervention Program Formula Solicitation
Federal Award Number: 15PBJA-23-GG-00026-BSCI
Name of the Federal Award Agency: Bureau of Justice Assistance (BJA)
Federal Award Lapse Date: 9/30/2026
Total Amount of Federal Award: $13,313,053
Federal Fiscal Year of Funds: FFY 22-23
Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program

Grant Questions

Primary Contact	Secondary Contact
Grace Feeney-Caswell, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.457.2203 Email: grace.feeney-caswell@dcjs.ny.gov	Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: meagan.armstrong@dcjs.ny.gov

[1] The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller. This funding is provided by the Division of Criminal Justice Services (DCJS) with federal funds through the Bureau of Justice Assistance. Grantees receiving these funds will be subject to federal rules, regulations, and reporting requirements.

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: C633216 (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 State Crisis Intervention Programming DCJS NUMBERS: BS22633216 CFDA NUMBERS: 16.738
INITIAL CONTRACT PERIOD: FROM 10/01/2025 TO 09/30/2026 FUNDING AMOUNT FROM INITIAL PERIOD: $103,476.00	AMENDED CONTRACT PERIOD: FROM TO FUNDING AMOUNT FROM AMENDED PERIOD:
TRANSACTION TYPE: New	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
FEDERAL TAX IDENTIFICATION NO: 166002157 MUNICIPALITY NO: (if applicable) 140301900000 STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply): _X_ NYSCFG New York State Contract for Grants _X_ APPENDIX A Standard Clauses for New York State Contracts _X_ ATTACHMENT A-1 Agency Specific Terms and Conditions _X_ ATTACHMENT A-2 Program Specific Terms and Conditions _X_ ATTACHMENT A-3 Federally Funded Grants and Requirements Mandated by Federal Laws _X_ ATTACHMENT B Budget _X_ ATTACHMENT C Payment and Reporting Schedule _X_ ATTACHMENT D Work Plan _X_ Other (Identify)

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

NYS Division of Criminal Justice Services

BY: , Date:
Office of Program Development and Funding

State Agency Certification: In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

GRANTEE: In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

BY: Mr. Brian J. Kulpa , Town Supervisor Date:

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

Award Contract **Byrne State Crisis Intervention Programming**

Project No.	Grantee Name	
BS24-1012-E00	Amherst, Town of	07/25/202

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

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and Reporting; and Attachment D: Work Plan.

5. The Face Page

6. Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page.

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

[1]. For modifications required by the Federal government see Section I(M).

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Contract Funding Amount' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment D (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

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

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New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days 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:

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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.

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,

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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:

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 fo 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

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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 shal 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 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

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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:

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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, 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.

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2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, 'Publicity' includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York, and if funded with Federal funds, the applicable Federal funding agency; and

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

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State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the 'Accessibility Policy'). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is 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.

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

January 2024
Certified by - on

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

Award Contract **Byrne State Crisis Intervention Programming**

Project No.	Grantee Name	
BS24-1012-E00	Amherst, Town of	07/25/202

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR YOUR REFERENCE.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, 'the contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1.EXECUTORY CLAUSE In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2.NON-ASSIGNMENT CLAUSE In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3.COMPTROLLER'S APPROVAL In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts led by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4.WORKERS' COMPENSATION BENEFITS In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

5.NON-DISCRIMINATION REQUIREMENTS To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6.WAGE AND HOURS PROVISIONS If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and is subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State and any State approved sums due and owning for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATIONS In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8.INTERNATIONAL BOYCOTT PROHIBITION In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations under the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9.SET-OFF RIGHTS The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's opinion to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the 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.

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

11.IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number of numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number of numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods and services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable to State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12.EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and be signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmation action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(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.

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

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 o 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 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

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21.RECIPROCITY AND SANCTIONS PROVISIONS Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22.COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23.COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual 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.

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

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 ir 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

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

Award Contract **Byrne State Crisis Intervention Programming**

Project No.	Grantee Name	
BS24-1012-E00	Amherst, Town of	07/25/202

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.

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

A. For contracts with a total value of $200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

B. For contracts with a total value greater than $200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in the paragraphs above, including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs A. or B. (above), such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

C. Grant Amendment Requests (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45 day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

IV. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this. Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

V. Space Rental

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

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solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $650 for an eight-hour day or $81.25 per hour (not including travel and subsistence costs) A rate exceeding $650 per eight-hour day or $81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section VII of this Attachment.

C. A Contractor who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins, and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

D. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment o 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.

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C. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

D. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

E. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

VIII. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements and Procedures (state-funded grants only)

A. General Provisions

1. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5NYCRR Parts 142-144 (MWBE Regulations) for all state Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

2. The Contractor to the subject Contract (the Contractor and the Contract, respectively) agrees, in addition to any other 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.

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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.

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

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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

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.

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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

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program, unless otherwise notified by DCJS.

X. Accounting and Audits

A. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

B. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

C. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

D. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

E. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

F. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

XI. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. DCJS reserves the right to use approved grant related 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.

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XIII. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

XIV. Refunds

If at the end of this Contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Budget and Finance at the address in Section I.(B) of this Attachment with its final fiscal cost report by the last day of the month following the end of the contract period.

XV. Limit on Overtime Earnings

If Attachment B, Expenditure Based Budget, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

XVI. Subawards/Subcontractors

None of the goals, objectives or tasks set forth in Attachment D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

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;

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* Dollar limitation of the agreement;

* New York State Contract for Grants, Appendix A-Standard Clauses for New York State Contracts, Attachment A-1, Attachment A-2, Attachment A-3 (if applicable), Attachment C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension (if applicable) and any special conditions set forth in Appendix D of the Contract; and

* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subgranted funds unless all expenditures by a subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Attachment B or B-1.

XVII. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said material, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her 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

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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.

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

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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.

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

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

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-I, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at https://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html and is required from grantees as part of the submission in the applicable state grants management system.

February 2024
Certified by - on

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

Award Contract **Byrne State Crisis Intervention Programming**

Project No.	Grantee Name	
BS24-1012-E00	Amherst, Town of	07/25/202

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 frauc 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

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

Participating police departments will develop writing protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year-to-year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation.

New York State Defenders Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

In serving as the Public Defense Backup Center and a clearing house for information relating to the provision of public defense services, NYSDA will review, assess, and analyze the public defense system and advance the rights and interests of public defense clients and public defense attorneys.

February 2024
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Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

13.Q.1.a

Award Contract **Byrne State Crisis Intervention Programming**

Project No.	Grantee Name	
BS24-1012-E00	Amherst, Town of	07/25/202

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/BJ%20SCIP%20FFY%2022-23.pdf

Attestation Form -
https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/Federal%20Special%20Conditions%20Attestation%20Form.3.11.24.pd

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Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

Award Contract **Byrne State Crisis Intervention Programming**

Project No.	Grantee Name	
BS24-1012-E00	Amherst, Town of	07/25/2025

ATTACHMENT B - Budget Summary by Participant

Amherst, Town of
Amherst Town Police Department - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mental Health Clinicians	1	$103,476.00	$103,476.00	$103,476.00	$0.00
Justification: Funding to support the cost of several mental health clinicians, from various locations (due to availability) at the rate of approximately $45/hr for approximately 44 hours/week for approximately 52 weeks. The clinician will be responsible for responding to in-progress mental health related calls and conduct follow ups with individuals that had a police contact as a result of a mental health issue.						
Total				$103,476.00	$103,476.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$103,476.00	$103,476.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$103,476.00	$103,476.00	$0.00

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

Award Contract **Byrne State Crisis Intervention Programming**

Project No.	Grantee Name	
BS24-1012-E00	Amherst, Town of	07/25/2025

ATTACHMENT D - Work Plan

Goal

To utilize mental health clinicians in assisting with mental health related calls and to conduct follow ups with individuals who have had police contact as a result of a mental health issue.

Objective #1

To utilize mental health clinicians for mental health related calls.

Task #1 for Objective #1

Determine which mental health clinicians can best assist with mental health related calls.

#	Performance Measure
1	Describe the impact of the mental health clinicians on the Department.
2	Number of calls responded to.

Objective #2

To report directly to the federal Bureau of Justice Assistance (BJA) on performance measures for grant programs that are supported by Byrne JAG funds through the Performance Measurement Tool (PMT) for each quarter of the contract year. (PLEASE NOTE: YOU DO NOT NEED TO FILL ANYTHING OUT IN GMS FOR THIS OBJECTIVE. THIS IS INFORMATIONAL ONLY).

Task #1 for Objective #2

The grantee will sign onto the PMT at https://www.bjaperformancetools.org utilizing the ID, password and instructions provided by DCJS and complete the assigned sections within 30 days of the end of the calendar quarter

#	Performance Measure
1	Completed PMT Report.

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Award Contract **Byrne State Crisis Intervention Programming**

Project No.	Grantee Name	
BS24-1012-E00	Amherst, Town of	07/25/2025

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.

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

10. All obligations must be incurred prior to the end of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal Funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ('CFR'). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Claim	Claim Type	Report Period	Due Date
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

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and and practices shall be subject to approval of the State.

* For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payments shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the forth quarter of the current contract year to pay the scheduled payment of the next contract year.

9. If the Expenditure Based Budget is used in Attachment B and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

____ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end 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

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment D (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Report Requirements below.

Schedule B: Progress Reporting Requirements

Period 1

Progress Report	Report Type	Report Period	Due Date
1	Quarterly Progress Report	Quarter 1	30 days after the end of the quarter
2	Quarterly Progress Report	Quarter 2	30 days after the end of the quarter
3	Quarterly Progress Report	Quarter 3	30 days after the end of the quarter
4	Quarterly Progress Report	Quarter 4	30 days after the end of the quarter

E. Special Payment and Reporting Provisions

For All Grantees:

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

Attachment: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

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: Contract for CRS Routing (RES-2025-733 : Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5741))

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30795 **RESOLUTION 2025-734** **ADOPTED**

Digital Surveillance Solutions (DSS) (CRS #5770) Northtown Center Analog Camera Replacements

TOWN BOARD AGENDA ITEM: AUGUST 18, 2025

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS #5770)**
Northtown Center Analog Camera Replacements

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 18, 2025)**

8/18/2025
Consent

FINANCIAL IMPACT:

KP2323 .2150: $20.49

KP2407 .2150: $32,843.25

Total Cost of Project: $32,863.74

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

digital surveillance solutions

Rich Phillips
Technical Services Officer
Town of Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221

8/13/2025

Dear Rich Phillips,

Digital Surveillance Solutions, Inc. (DSS) is pleased to present this proposal for supplying, installing, and configuring IP video additions. Please find the following scope of work.

Scope of work:

-Provide and install 9 replacement cameras. Install two Axis cameras provided by APD.

-Add to Exacq server. Server Information:
Model Number: 3208-12T-R2AL
ER1830128873

-Configuration of cameras, setup views and assign rights accordingly.

-DSS to cable from second floor closet to each camera location. DSS will provide patch cables for the camera end and the switch end.

Exclusions/Out of Scope:

-The Town of Amherst (Northtown Center) is responsible for providing a lift for use during the installation.
-Town of Amherst to provide access to IT closets, ceilings, and/or any building location necessary to perform work.
-Network connectivity.
-120V power in closet.
-Town of Amherst will allow all labor to be completed between the hours of 7:00am - 5:00pm. If work needs to be completed after those hours, a change order will be sent.

Attachment: DSSQ6628 Updated (RES-2025-734 : Digital Surveillance Solutions (DSS): NTC Analog Camera Replacements (CRS #5770))

digital surveillance solutions

Assumptions:

1. All conduit pathways, cable pathways and critical points of access must be provided and accessible at time of work.
2. All work shall be performed Monday-Friday during normal business hours (7:00am to 5:00pm).
3. Parking on site shall be provided by client at no cost.
4. Town of Amherst will provide free and clear access to all working areas.
5. A point of contact (POC) and site access to necessary areas must be provided prior to arrival to the jobsite. This includes all areas to be under surveillance, data center(s), wiring closets and mechanical rooms and any other areas that could impact the deployment of the Video Surveillance System. The POC will be the person to whom all DSS communication will be addressed and who has the authority to act for Town of Amherst in all aspects of the project. POC responsibilities includes:

    a. Serve as the interface between Digital Surveillance Solutions, Inc. and Town of Amherst
    b. Identify, schedule and confirm availability of support staff and management for onsite meetings (if necessary) and training.
    c. Schedule meeting/training rooms as necessary.
    d. Work with Digital Surveillance Solutions to administer any project change orders.
    e. Obtain and provide information, data, decisions and approvals, within 1 working day of Digital Surveillance Solutions' request, unless both parties agree to an extended response time.
    f. Resolve deviations from project plans that may be caused by Town of Amherst
    g. Help resolve project issues, and escalate issues within Town of Amherst.

6. Any down time resulting from the lack of access or if customer scope of work not completed will not be the responsibility of Digital Surveillance Solutions and is billable at current hourly labor & travel rates.
7. Any hardware not included in DSS scope of work is to be functional and complete. If any hardware is non-functional or not complete, a change order will be required to add additional hardware of this scope. If change order is not provided to DSS in a timely manner, additional hours will be billed at current hourly labor & travel rates.
8. Installation will conform to all State, County and local codes.
9. All electrical supply to be provided by Town of Amherst.
10. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.

Attachment: DSSQ6628 Updated (RES-2025-734 : Digital Surveillance Solutions (DSS): NTC Analog Camera Replacements (CRS #5770))

digital surveillance solutions

11. Town of Amherst to collaborate with DSS on the creation of the business rules that govern the utilization of the video surveillance system.

Terms:

1. Town of Amherst to provide an adequate path for loading equipment and materials into the facility. This includes, but not limited to, a loading dock, ramp, freight elevator, etc. Additionally, a secure location will be provided by Town of Amherst or General Contractor to store material and equipment on site during the installation process.
2. Upon delivery to customer site, Town of Amherst assumes responsibility for the safeguard and condition of all delivered materials.
3. Any damage or loss to Digital Surveillance Solutions installation by others will be billed to client. DSS will not make any corrections to damage until written approval has been provided to DSS by Town of Amherst with signature of authorized party. If authorization is not given to DSS in a timely manner, DSS will not be held responsible for any delays.
4. Town of Amherst is responsible for removal of old product, which may include but not limited to, cameras, cabling, recording equipment i.e. DVRs, servers, etc.

Warranty:

1. Digital Surveillance Solutions provides a sixty (60) day warranty on labor.
2. Warranty will begin upon completion of DSS scope items. Warranty will not be delayed due to system dependencies not in scope for DSS. Multi phased projects will have warranties that commence at completion of each phase.
3. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.
4. Should any defects develop during the warranty period due to workmanship or equipment failure, Digital Surveillance Solutions shall repair to original working order at no expense to client.

Warranty exclusions:

1. Customer furnished equipment, cables, or connectors.
2. Modification of system by others without the written consent and approval by Digital Surveillance Solutions. Modification(s) of the system by any vendor without written consent of Digital Surveillance Solutions will render the warranty null and void. Repairs and replacements will be subject to Time & Materials at Digital Surveillance Solutions current labor rates at the time of repairs.
3. System abuse or misuse.
4. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.

Attachment: DSSQ6628 Updated (RES-2025-734 : Digital Surveillance Solutions (DSS): NTC Analog Camera Replacements (CRS #5770))

digital surveillance solutions

5. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.

I appreciate the opportunity to submit this proposal. If you have any questions, comments, or require further details, feel free to contact me.

Best Regards,

Jessica Pitarresi
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225

Attachment: DSSQ6628 Updated (RES-2025-734 : Digital Surveillance Solutions (DSS): NTC Analog Camera Replacements (CRS #5770))

digital surveillance solutions

Northtown Center - Analog camera replacements

Prepared For:
Rich Phillips
Town of Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
United States
rphillips@apdny.org

Prepared By:
Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessica.pitarresi@tariangroup.com
716-931-4003

Quote #	Sales Rep	Payment Terms	State Contract
DSSQ6628	Jessica Pitarresi	30	PT68787

Item Number		Description	QTY	Unit Price	Total Price
Exterior					
02635-001	Axis/2N	AXIS P3738-PLE	1	$1,785.06	$1,785.06
01513-001	Axis/2N	AXIS T94N01D PENDANT KIT	1	$93.06	$93.06
5504-821	Axis/2N	AXIS T91D61 WALL MOUNT	1	$93.06	$93.06
Interior					
02511-001	Axis/2N	AXIS M4318-PLVE	8	$845.06	$6,760.48
5507-491	Axis/2N	AXIS T91B52 EXTENSION PIPE 30 CM	8	$46.06	$368.48
5505-081	Axis/2N	AXIS T94K01D PENDANT KIT	8	$46.06	$368.48
5507-461	Axis/2N	AXIS T91B51 CEILING MOUNT	8	$121.26	$970.08
EVENIP-01	Exacq	ENTERPRISE IP Camera license, per camera. Includes 1 year of software updates or 3 years (5 years on Z-Series) when purchased with an exacqVision server.	11	$323.00	$3,553.00
Cabling Equipment					
0E-CAT6RJ45P	Wbox/ADIPro	Pass Through CAT6 RJ45 Connectors	1	$35.95	$35.95
5025-281	Axis/2N	AXIS T8129 PoE EXTENDER	7	$187.06	$1,309.42
0E-C6BL5	Wbox/ADIPro	CAT6 Patch Cable, 5' (1.52m), Blue	11	$3.13	$34.43
0E-C6BL3	Wbox/ADIPro	CAT6 Patch Cable, 3' (0.91m), Blu	11	$2.55	$28.05
0E-CAT6PBLP	Wbox/ADIPro	CAT6 Plenum Cable, 23/4 Solid BC, Unshielded, UTP, CMP/FT6, 1000' (304.8m) Reel in Box, Blue	7	$316.67	$2,216.69

Attachment: DSSQ6628 Updated (RES-2025-734 : Digital Surveillance Solutions (DSS): NTC Analog Camera Replacements (CRS #5770))

Item Number	Description		QTY	Unit Price	Total Price
Labor					
CCTV/Surveillance Camera System	DSS Labor	Interior and exterior camera installation.Cable runs and terminations. Two techs needed due to lift. Prevailing wage. Will bill acutal time.	94	$140.00	$13,160.00
Offsite Integration/Maintenance	DSS Labor	Camera Configuration/Addressing. Adding to Exacq server.	5.5	$125.00	$687.50
Project/Program Manager	DSS Labor	Project Management. Oversees all onsite work. Provide cable reports.	8	$175.00	$1,400.00

SUBTOTAL	$32,863.7
SALES TAX	$0.0
Optional Item Total	$0.0
TOTAL	$32,863.7

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors

To accept this proposal, sign here and return: _____ _____

Signature Date

Attachment: DSSQ6628 Updated (RES-2025-734 : Digital Surveillance Solutions (DSS): NTC Analog Camera Replacements (CRS #5770))

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30790 **RESOLUTION 2025-735** **ADOPTED**

Memorandum of Understanding Peanut Line Parallel Interceptor Sewer Project CRS #5765

The Engineering Department requests the Town Board to approve the above Memorandum of understanding in regards to the Peanut Line Parallel Interceptor Sewer Project. For several years the Town of Amherst, Town of Clarence, and Erie County Sewer District (ECSD) No. 5 have discussed implementation of the "Peanut Line Parallel Interceptor Sewer Project", which consists of approximately 3,000 linear feet of new 24-inch diameter pipe, manholes, a new chamber, flow measuring devices, and other appurtenances installed from Transit Road to Paradise Road in the Town of Amherst. This project would increase sewer capacity to accommodate future sanitary demand within various areas in the Town of Clarence and ECSD No. 5, as well as provide surcharge relief in the Town of Amherst's existing Dodge Road Interceptor sewer. The "Peanut Line Parallel Interceptor Sewer Project" is expected to be bid in 2026.

With the current engineer's cost estimate for "Peanut Line Parallel Interceptor Sewer Project" of approximately $5,200,000, the cost share would be $1,040,00 for the Town of Amherst with the balance paid by Town of Clarence and ECSD No. 5.

This project is currently identified in the 2025-2030 CIP with Amherst's cost share to be paid by Sewer District bonds.

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

Thank you for considering this request.

8/18/2025
Consent

FINANCIAL IMPACT:

2025-2030 CIP TBD

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

MEMORANDUM OF AGREEMENT~~UNDERSTANDING~~
PEANUT LINE PARALLEL INTERCEPTOR SEWER PROJECT

This MEMORANDUM OF AGREEMENT ~~UNDERSTANDING~~ entered into this __ day of _____ 20__, by and between the TOWN OF AMHERST, a municipal corporation of the State of New York with its principal offices at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as "Amherst")

AND

The TOWN OF CLARENCE, a municipal corporation of the State of New York with its principal offices at One Town Place, Clarence, New York 14031 (hereinafter referred to as "Clarence")

AND

The COUNTY OF ERIE / ERIE COUNTY SEWER DISTRICT NO. 5, a municipal corporation of the State of New York with its principal offices at 95 Franklin Street, Buffalo, New York, 14202 (hereinafter referred to as the "County")

W I T N E S S E T H:

WHEREAS, Amherst, Clarence, and the County (hereinafter referred to as "the municipalities") desire to construct the "Peanut Line Parallel Interceptor Sewer Project" (hereinafter referred to as "the project"); and

WHEREAS, the project consists of approximately 3,000 lineal feet of new 24-inch diameter pipe, manholes, a new chamber, flow measuring devices, and other appurtenances installed from Transit Road to Paradise Road in the Town of Amherst; and

WHEREAS, this Memorandum of Agreement~~Understanding~~ allows the municipalities to memorialize the sanitary sewer flow capacity allocations, construction cost share, and various conditions/responsibilities related to implementation of the project.

NOW, THEREFORE, BE IT RESOLVED, that the municipalities agree to the following:

(1) Amherst will be responsible for completion of the engineering design and bidding for the project.

(2) Clarence will be responsible for completion of the State Environmental Quality Review Act (SEQRA) documentation as lead agency. Amherst and the County shall be interested and/or involved agencies in the SEQRA process.

(3) The project shall be designed to construct infrastructure necessary to provide additional sanitary sewer capacity within the Amherst sanitary sewer system of 4.70 million gallons per day (MGD) or more. At completion of the project, a minimum of 0.90 MGD of capacity shall be reserved for Amherst, a minimum of 2.32 MGD of capacity shall be reserved for Clarence, and a minimum of 1.48 MGD shall be reserved for the County.

(4) For all costs associated with construction of the project, the share amongst the municipalities shall be based on the minimum reserved capacities. The proportional share percentages shall be 19.1% for Amherst, 49.4% for Clarence, and 31.5% for the County.

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Attachment: MOA - Parallel Peanut Line (RES-2025-735 : Memorandum of Understanding CRS #5765)

(5) Prior to advertising bids for the project, the Clarence Town Engineer and the County Deputy Commissioner of Sewerage Management shall offer their written authorization to proceed.

(6) Upon receipt of bids for the project, the total construction cost submitted by the lowest responsible bidder for the project shall be provided to the Clarence Town Engineer and the County Deputy Commissioner of Sewerage Management.

(7) The Amherst Town Engineer, Clarence Town Engineer, and the County Deputy Commissioner of Sewerage Management shall provide a written recommendation to proceed with award to the lowest responsible bidder.

(8) Upon receipt of all written recommendations from the representatives from the municipalities, the Amherst Town Engineer shall proceed with award of the project to the lowest responsible bidder. Should the Amherst Town Board award the contract, Amherst shall manage all aspects of the project. Amherst shall own all project improvements, except those components specifically designated otherwise on the design drawings for the project.

(9) After award of the contract, Amherst may send invoices to Clarence and the County requesting funding for the project. The invoices may request the total contract award for the project, multiplied by the applicable proportional cost share percentages under Item #43, and then multiplied by 50%. Said invoices shall be paid no later than 60 days after receipt of the invoices by Clarence and the County.

(10) At the point where Amherst has received contractor invoices exceeding 25% of the total contract award for the project, Amherst may send invoices to Clarence and the County requesting additional funding for the project. The invoices may request the total contract award for the project, multiplied by the applicable proportional cost share percentages under Item #34, multiplied by up to 95%, less any costs paid pursuant to Item #9. Said invoices shall be paid no later than 60 days after receipt of the invoices by Clarence and the County.

(11) During construction of the project, should conditions arise such that change orders are required, the Amherst Town Engineer shall notify the Clarence Town Engineer and the County Deputy Commissioner of Sewerage Management in writing. The sum of all change orders for the entire project shall not exceed 10% of the awarded contract cost, unless written authorization is received from the Amherst Town Engineer, the Clarence Town Engineer, and the County Deputy Commissioner of Sewerage Management. The Clarence Town Engineer and the County Deputy Commissioner of Sewerage Management shall provide their response to the request for authorization within 25 days after the request for the authorizations have been received by them. If authorized, Amherst may send invoices to Clarence and the County requesting additional funding for the project. The invoices may request the total amount authorized for the additional change order costs, multiplied by the applicable proportional cost share percentages under Item #4. Said invoices shall be paid no later than 60 days after receipt of the invoices by Clarence and the County. ~~the County and Town shall provide the additional authorized sums within 30 days after authorizing the additional sums.~~

(12) Upon completion of the project, Amherst shall tabulate all construction costs inclusive of change orders, final tabulation of quantities, and other adjustments (hereinafter referred to as final costs). Amherst shall send invoices to Clarence and the County requesting an amount equal to the final costs multiplied by the applicable proportional cost share percentage under Item #43, less any costs paid pursuant to Items #9, ~~and~~ 10, and 11. Said invoices shall be paid no later than 60 days after receipt.

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Attachment: MOA - Parallel Peanut Line (RES-2025-735 : Memorandum of Understanding CRS #5765)

(13) The municipalities agree to pursue amendments of the existing Intermunicipal Agreements between Amherst – Clarence and Amherst – County related to sanitary sewer services to account for the project. Understandings in this Memorandum of Agreement ~~Understanding~~ may be modified through the amended Intermunicipal Agreements. This Memorandum of Agreement ~~Understanding~~ shall be referenced and included in the amended Intermunicipal Agreements.

(14) Any references to funding in this Memorandum of Agreement ~~Understanding~~ are ~~not~~ binding once~~, unless~~ specifically authorized by a resolution from the applicable governing board of the municipalities i.e. the Town Board for Amherst, the Town Board for Clarence, and ~~or~~ the Legislature for the County.

(15) All notices and demands required or permitted by either party under this Agreement shall be served upon the other party by personal delivery, by registered or certified United States Mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier (such as Federal Express or UPS), addressed to the respective parties at their respective addresses as set forth below:

If to the Town of Amherst:

Town of Amherst
Town Supervisor
Amherst Municipal Building
5583 Main Street
Williamsville, New York 14221

With a copies to the following:

Town of Amherst
Town Attorney Amherst
c/o Municipal Building
5583 Main Street
Williamsville, NY 14221

and

Town of Amherst
Amherst Town Engineer
455 Tonawanda Creek Road
~~455 Tonawanda Creek Road~~
Amherst, NY 14228

If to the County of Erie:

Erie County Executive
95 Franklin Street, 16th Floor
Buffalo, NY 14202

with copies to the following:

County Attorney's Office

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Attachment: MOA - Parallel Peanut Line (RES-2025-735 : Memorandum of Understanding CRS #5765)

95 Franklin Street, Rm. 1634
Buffalo, NY 14202

and

Erie County Sewer District (ECSD) No. 5
c/o Deputy Commissioner of Sewerage Management
95 Franklin Street, Room 1034
Buffalo, New York, 14202

If to the Town of Clarence:
Clarence Town Supervisor
One Town Place
Clarence, New York 14301

with a copies to the following:

Clarence Town Attorney
One Town Place
Clarence, New York 14031

and

Clarence Town Engineer
6221 Goodrich Road
Clarence Center, New York 14032

Delivery shall be deemed complete on the earlier of actual receipt, duly receipted for, if personally delivered, or two (2) postal delivery days after mailing, or one (1) business day after deposit with an overnight courier. The addresses to which notices and demands shall be delivered or sent may be changed from time to time, by notice served as hereinabove provided by either party upon the other party.

(16) ~~16.~~ Any action by a party to this Memorandum of Agreement shall be commenced and Maintained in the New York State Supreme Court located in the County of Erie.

[Signature Page to Follow]

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Attachment: MOA - Parallel Peanut Line (RES-2025-735 : Memorandum of Understanding CRS #5765)

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[Signature Page]

IN WITNESS WHEREOF, the Town of Amherst, the Town of Clarence, and the County of Erie on behalf of ECSD No. 5, have caused this Memorandum of Understanding to be executed.

TOWN OF AMHERST

By: _____
Name: Brian Kulpa
Title: Town Supervisor
Date: _____

Approved as to Content & Recommended:

By: _____
Name: Jeffrey Burroughs, P.E.
Title: Town Engineer
Date: _____

Approved as to Form:

By: _____
Name: Steven Bengart, Esq
Title: Town Attorney
Date: _____

TOWN OF CLARENCE

By: _____
Name: Patrick Casilio
Title: Town Supervisor
Date: _____

Approved as to Content & Recommended:

By: _____
Name: Timothy Lavocat, P.E.
Title: Town Engineer
Date: _____

Approved as to Form:

By: _____
Name: Lawrence Meckler, Esq.
Title: Town Attorney
Date: _____

THE COUNTY OF ERIE

By: _____
Name: Mark Poloncarz/Lisa Chimera
Title: County Executive/Deputy County Executive
Date: _____

Approved as to Content & Recommended:

By: _____
Name: Joseph Fiegl, P.E., BCEE
Title: Deputy Commissioner
Date: _____

Approved as to Form:

By: _____
Name: Richard Stanton, Esq.
Title: Assistant County Attorney
Date: _____

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Attach County & Towns resolutions

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Attachment: MOA - Parallel Peanut Line (RES-2025-735 : Memorandum of Understanding CRS #5765)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30736 **RESOLUTION 2025-736** **ADOPTED**

Sheltering Agreement - Transit Middle CRS #5750

Authorize the Town Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Williamsville Central School District for emergency sheltering use of the Clearfield Community Center.

8/18/2025
Consent

FINANCIAL IMPACT:

NONE

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

TRANSIT MIDDLE SCHOOL

Daniel F. Walh Ph.D.
Principal
(716) 626-8701

Travis Moore
Assistant Principal
(716) 626-8702

Kaitlyn Parrino
Assistant Principal
(716) 626-8703

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
SHELTERING AGREEMENT

This agreement is made on the on the_____, by and between WILLIAMSVILLE CENTRAL SCHOOL DISTRICT (WCSD), with principal offices for the conducting of its business as a central school district in the Town of Amherst, New York at 105 Casey Road, East Amherst, New York (the "District") and **TOWN OF AMHERST** with a principal office for the conducting of its activities and affairs located at **5583 Main Street, Amherst, NY 14221** (hereinafter referred to as the **"TOWN OF AMHERST"**, is as follows:

WHEREAS, the District may have a need from time to time because of unforeseen circumstances to obtain the use of off-site facilities for the conducting of its student classes and/or activities or to use the same as a temporary shelter of its students and have outside facilities available to it on an emergency as-needed basis; and

WHEREAS, the **TOWN OF AMHERST** has various facilities under its possession and control, particularly including the lobby, public assembly areas and restrooms located in the **CLEARFIELD COMMUNITY CENTER IN WILLIAMSVILLE, NY** and

WHEREAS, the **TOWN OF AMHERST** is willing to make its aforesaid facilities available to the District on as as-needed and as-requested basis so long as such facilities are available at the time of the District's request for the use of the same; and

NOW, THEREFORE, upon the above and foregoing premises and the other terms, covenants and agreements hereinafter set forth in this Agreement, the parties hereto by and through their respective authorized agents and representatives, hereby agree as follows:

1. The **TOWN OF AMHERST** agrees to permit the use by the District of its lobby, public assembly areas and restrooms facilities located at **CLEARFIELD COMMUNITY CENTER, WILLIAMSVILLE, New York**, on such emergency occasions as the same may be requested by the District from **AUGUST 14, 2025**, through and including **AUGUST 19, 2026**, provided said facilities are otherwise not in the use or being prepared for any previously scheduled use by the Town or any of its own activities.

Attachment: TRANSIT MIDDLE (RES-2025-736 : Sheltering Agreement - Transit Middle CRS #5750)

2. In the event of the District makes a request for the use of the **CLEARFIELD COMMUNITY CENTER,** aforesaid facilities and its permitted to possess and occupy said facilities, then for each such day or per thereof, the District will pay the **TOWN OF AMHERST** an amount pursuant to the actual cost of any food services provided to students and staff as deemed necessary. The District will give such notice of its intention to use the **TOWN OF AMHERST'S** facilities as is reasonably practicable, but the parties acknowledge that no particular amount of advance notice shall be required, and the District's uses of said facilities shall be subject only to the facilities availability at the time a request is made for the use thereof.

3. The district will be solely responsible for the transportation of all students to and from the facilities for their supervision while there and further agrees to hold harmless and indemnify the **TOWN OF AMHERST** from any and all losses, claims, damages, suits and/or liabilities to person or property arising from the District's use, possession and occupancy of the facilities and further agrees to name and include the **TOWN OF AMHERST** as an additional insured on the District's liability policies for the purpose of providing said indemnification and loss protection.

4. That neither this Agreement nor any part of provision thereof shall create or be constructed as creating any type of partnership or other principal and agent or any other type business relationship between the parties hereto, actually occupies the **TOWN OF AMHERST'S** aforesaid facilities.

5. That this Agreement shall be renewable every year upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective authorized agents, representatives and/or employees, have duly executed this Agreement on the day and yet set forth above.

WILLIAMSVILLE CENTAL SCHOOL DISTRICT

By:_____ _____

DR. BROWN-HALL, Superintendent Date

By:_____ _____

BRIAN J. KULPA, Supervisor Date

Attachment: TRANSIT MIDDLE (RES-2025-736 : Sheltering Agreement - Transit Middle CRS #5750)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2025

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 Arthur J. Gallagher Risk Management Services, LLC 285 Delaware Ave Ste 4000 Buffalo NY 14202 License#: 0D69293	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: certrequests@ajg.com
INSURED Williamsville Central School District 105 Casey Road East Amherst NY 14051 WILLCEN-02	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Republic-Franklin Insurance Company — 12475 INSURER B : Utica National Insurance Company of Ohio — 13998 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 806297226 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		CPP5719729	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 $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			5724731	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5724731	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Educators Professional Liability			CPP5719729	7/1/2025	7/1/2026	Each Loss Annual Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
re: Districts use of premises/facilities for all events during the policy period

The Certificate holder is included as an additional insured under form number 8E3042(NY) as required in written and executed contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: TRANSIT MIDDLE (RES-2025-736 : Sheltering Agreement - Transit Middle CRS #5750)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTION COVERAGE ENDORSEMENT

SCHEDULE*

Student Medical Expenses Limit **$0**

* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any educational institution by you or on your behalf the insurance is amended as follows:

A. NEW JERSEY LAWS

The following applies only to a policy issued to an insured for exposures which exist in New Jersey:

Such insurance as is afforded by the Policy applies to the obligations imposed upon you by N.J.S.A. 18A: 12-20; 18A: 16-6; and if permitted by law, 18A: 16-6.1.

B. STATE OF NEW YORK LAWS

The following applies only to a policy issued to an insured for exposures which exist in the State of New York:

Such insurance as is afforded by the Policy applies:

1. To the obligations imposed upon you by Sections 3023, 3028, 3811 of the Education law of the State of New York; and
2. To the obligations imposed upon you by Section 18 of the Public Officers Law of the State of New York, if you have elected, in accordance with the law, to come within its purview.

C. STUDENT MEDICAL EXPENSE EXCLUSION

The following exclusion is added to COVERAGE **C** (SECTION **I**):

We will not pay expenses for "bodily injury" to your student.

This exclusion does not apply if the Schedule above shows a Student Medical Expenses Limit.

D. HOSPITAL EXCLUSION

The following exclusion is added to COVERAGES **A** and **B** (SECTION I):

If the educational institution owns or operates a clinic or hospital, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

a. The rendering or failure to render:
   (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
   (2) Any health or therapeutic service, treatment, advice or instruction; or
   (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.
b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

The term clinic as used in this endorsement does not include an infirmary with facilities only for lodging and treatment of students.

E. EXTENDED BODILY INJURY COVERAGE

Under Paragraph **2. Exclusions** of **Section - I Coverage A**, the **Expected Or Intended Injury** exclusion is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

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(1) The use of reasonable physical force to protect oneself or other persons from physical injury;

(2) The use of reasonable physical force to protect the property of the educational institution or others; or

(3) The use of reasonable physical force to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of educational institution functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

The following is added only if the policy is issued to an insured for exposures which exist in New Jersey:

(4) The use of force which is reasonable and necessary:

(a) To quell a disturbance, threatening physical injury to others; and/or

(b) To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; and/or

(c) For the purpose of self-defense.

The following is added only if the policy is issued to an insured for exposures which exist in Georgia:

(4) Corporal punishment administered to a student by a teacher, principal, or other executive or administrative official of the school or school punishment is:

(a) Administered without malicious intent and without intent to cause injury; and

(b) Administered in compliance with the school's or the school district's regulations governing corporal punishment.

F. BODILY INJURY OR PROPERTY DAMAGE FROM POLLUTION - EDUCATIONAL INSTITUTION ACTIVITIES WITHIN BUILDINGS

Under Paragraph **2. Exclusions** of **Section - I Coverage A**, the following is added to part **(1)(a)** of the **Pollution** exclusion:

(iv) "Bodily injury" or "property damage" arising from activities and functions that are characteristic of, or distinctive to any educational institution curriculum or program which occur within buildings on educational institution premises of any insured. However, except for swimming pool chemicals that are used and stored in compliance with all applicable laws, regulations and license requirements, this exception does not apply to building operations, maintenance or repair.

This provision does not apply to exposures in the state of Vermont.

G. AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION REVISED (PROVIDES CERTAIN COVERAGES FOR NONOWNED WATERCRAFT AND MODEL AIRCRAFT)

Exclusion **g.** of COVERAGE **A** (SECTION **I**) is replaced by the following:

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by, or rented or loaned to, any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of students to and from schools.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) An aircraft that is:

(a) Hired, chartered or loaned to an insured with a paid crew; and

(b) Not owned by an insured;

(2) A watercraft while ashore on premises you own or rent;

(3) A watercraft you do not own that is:

(a) Not being used to carry persons or property for a charge which is intended to make a profit for your educational institution; and

(b) Not being used to furnish transportation of your students to and from schools.

Exceptions **(1)** and **(3)** to this exclusion **g.** do not apply, and exclusion **g.** is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis, except for any insurance specifically written as excess over this insurance.

(4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

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(5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(6) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph **e.(1), f.(2)** or **f.(3)** of the definition of "mobile equipment."

With respect to **(5)** above, "insured contract" does not include any contract to furnish transportation of your students to and from schools.

As used in this exclusion, aircraft means any contrivance used or designed for flight, except model rockets:

(i) Used with any educational institution curriculum or program; and

(ii) Not used or designed to carry people or cargo.

H. EXTENDED PROPERTY DAMAGE COVERAGE

a. With respect to property in your care, custody or control, the following is added to Exclusion **j.** of COVERAGE **A** (SECTION **I**):

Paragraph **(4)** of this exclusion applies only to:

(a) Liability assumed by you under any contract or agreement; or

(b) "Property damage" to property which is:

(i) Owned or occupied by or rented to you; or

(ii) Held by you for sale or entrusted to you for storage or safe keeping.

Part **(ii)** does not apply to "property damage" arising from the use of elevators.

b. Exclusion **j.(4)** under **SECTION I - COVERAGE A.** applies as follows:

(i) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.

(ii) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:

(a) To property which you have contracted to install;

(b) The direct result of the property being raised, lowered or otherwise moved by a crane;

(c) To "mobile equipment" or an "auto;"

(d) To that particular part of property which you are attempting to service or repair; or

(e) Covered by other insurance which will pay for the "property damage."

c. The following are added to exclusion **j. SECTION I - COVERAGE A.:**

(1) Paragraphs **(3)**, **(4)** and **(6)** of exclusion **j.** of **SECTION I - COVERAGE A** do not apply to the use of elevators.

(2) Paragraph **(4)** of this exclusion does not apply to "property damage," to borrowed equipment while not being used to perform operations at the job site.

This extended property damage liability coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured.

This applies to insurance such as, but not limited to, fire, extended coverage, builder's risk coverage or installation risk coverage. The other insurance condition of the policy is amended accordingly.

I. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

Under Section **I - Coverage B - Personal And Advertising Injury**, the following is added to Exclusion **e. Contractual Liability:**

This exclusion does not apply to liability for damages assumed in a contract or agreement that is an "insured contract", provided the offense causing the "personal and advertising injury" was committed subsequent to the execution of the contract or agreement.

J. FIRE, LIGHTNING OR EXPLOSION DAMAGE

a. The last paragraph of **COVERAGE A. (SECTION I)** (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

b. Paragraph **6.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

6. Subject to **5.** above, the most we will pay under **COVERAGE A.** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning strike or explosion is the greater of:

(1) $500,000; or

(2) The Damage To Premises Rented To You Limit shown in the Declarations.

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The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes in a single incident.

c. Paragraph **4.b.(1)(a)(ii)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

(ii) That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

K. SUPPLEMENTARY PAYMENTS

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. The paragraph related to bail bonds is replaced by the following which increases the limit:

Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. The paragraph related to reasonable expenses incurred by the insured at our request is replaced by the following which increases the limit:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

L. WHO IS AN INSURED (ADDS APPOINTED OR ELECTED OFFICIALS, STUDENTS FOR CERTAIN ACTIVITIES AND AUXILIARY INSTRUCTORS)

The following replaces SECTION II - WHO IS AN INSURED:

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members and your managers are also insureds, but only with respect to conduct of your business.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
   b. Your "volunteer workers" and students who participate in internships, school-to-work or other similar programs, but only while acting:
      (1) Under your direction and within the scope of duties for you; or
      (2) Under your curriculum requirements.

      When used in this Coverage Form, "students who participate in internships, school-to-work or other similar programs" means a person who is not paid a fee, salary, or other remuneration.
   c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee," "volunteer worker", auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

(1) "Bodily injury" or "personal and advertising injury":
   (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee," co-"volunteer worker" or co-instructor while that co-"employee," co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;
   (b) To the spouse, child, parent, brother or sister of that co-"employee," co-"volunteer worker" or co-instructor as a consequence of paragraph **(1)(a)** above; or
   (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(1)(b)** above.

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(2) "Property damage" to property owned, occupied or used by, rented or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are a partnership or joint venture, any partner or member;

(c) Any member or manager if you are a limited liability company.

d. Any of the following, but only with respect to their duties in connection with the positions described below:

(1) Any of your appointed or elected administrative officials;

(2) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;

(3) Any of your board members or commissioners if you are a public board or commission; or

(4) Any student teachers teaching as part of their educational requirements.

e. Any person (other than your "employee"), or any organization while acting as your real estate manager.

f. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

g. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. As used in this endorsement, the term auxiliary instructor means any person acting in a teaching capacity who is neither an employee of nor a "volunteer worker" for an insured.

4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

6. The following is added under SECTION II - WHO IS AN INSURED:

a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or

b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph **6.a.** above; is also an insured.

The insurance afforded under paragraphs **6.a.** and **6.b.** applies only if no other insurance of any kind is available to such entity for this kind of liability.

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M. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

a. Additional Insureds - By Contract, Agreement or Permit

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only with respect to liability arising out of your ongoing operations, "your work," or property owned or used by, or rented or leased to, you. The insurance afforded any additional insured under this paragraph **M.a.(1)** will be subject to all applicable exclusions or limitations described in paragraphs **M.b.(1), (2), (3)** and **(4)** and in **M.c.(1), (2), (3), (4), (5), (6)** and **(7)** below.

(2) Such insurance as is provided by paragraph **M.a.(1)** for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

The Limits of Insurance applicable to the additional insureds are those specified in the written contract, agreement or permit or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs **M.a.(1), (2) and (3)** ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or

(b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to 'bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

(a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

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(5) Vendor's of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

c. Such insurance as is afforded for any additional insured under paragraph **M.a.** or **b.** above is subject to all applicable exclusions of **2.** Exclusions, **COVERAGE A** (Section **I**), other than exclusion **b. Contractual Liability,** to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

(1) The independent acts or omissions of such additional insured.

(2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:

(a) The occurrence of any "bodily injury" or "property damage"; or

(b) The commission of any offense which caused "personal and advertising injury."

(3) Any liability arising from construction or demolition work or operations performed for you.

(4) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

(5) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.

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(6) Any liability from "bodily injury" or "property damage," arising out of "your work," which is included in the "products-completed operations hazard." Paragraph **(6)** of this exclusion does not apply to such insurance as is provided by this endorsement during the policy period of the policy to which this Coverage Form is attached.

This additional exclusion **M.c.(6)** does not apply with respect to such vendors coverage as is provided under **M.b.(5)** above.

(7) Any person or organization included as an insured under any other provision of Section **C.** Who Is An Insured or included as an additional insured by any endorsement to this policy.

N. LIMITED COVERAGE FOR PROFESSIONAL HEALTH CARE SERVICES

The insurance provided under **Section I - Coverages A** and **B** is amended as follows:

1. "Bodily injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an "occurrence"; and
2. "Personal and advertising injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an offense.

For the purpose of determining the Limits of Insurance under Coverage **A** for this coverage, any act or omission together with all related acts or omissions in the furnishing of these services to any one person, will be considered one "occurrence".

The insurance provided by **1.** and **2.** above does not apply to "bodily injury" or "personal and advertising injury" caused by the willful violation of a penal statute or ordinance relating to the provision of professional health care services by or with the knowledge or consent of any insured.

O. LIMITED COVERAGE FOR BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEERS OR CO-INSTRUCTORS

1. **a.** The coverage provided by this Section of this endorsement is subject to the reduced limits stated below. These limits do not increase the Commercial General Liability Limits of Insurance stated in the Declarations. The reduced limits stated below are the total Limits of Insurance for all damages or medical expenses under Coverages **A** or **C** for the coverage provided by this Section of this endorsement.

Limits of Insurance for This Section:

General Aggregate Limit - $25,000

Each Occurrence Limit - $25,000

b. The **Employer's Liability** exclusion under Paragraph **2. Exclusions** of **Section - I Coverage A** does not apply to the coverage provided by this Section of this endorsement.

2. Subject to the reduced limits above for such coverage as is provided by this Section of this endorsement, parts **2.a., b.** and **c.** of Section **L.** of this endorsement, which modify part **2.a.** of **Section II - Who Is An Insured** of the Commercial General Liability Coverage Form, are replaced by the following:

a. Your "employees", other than your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

b. Your "volunteer workers", but only while acting:

(1) Under your direction and within the scope of duties for you; or

(2) Under your curriculum requirements.

c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee", "volunteer worker" or auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

(1) "Personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee", co-"volunteer worker" or co-instructor while that co-"employee", co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

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(b) To the spouse, child, parent, brother or sister of that co-"employee", co-"volunteer worker" or co-instructor as a consequence of paragraph **(1)(a)** above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(1)(b)** above.

(2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are partnership or joint venture, any partner or member; or

(c) Any member or manager if you are a limited liability company.

P. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial Liability Conditions, Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph **a.** applies only if one of the following knows of the "occurrence" or offense:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph **b.** will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

Q. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Commercial General Liability Conditions:**

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

Attachment: TRANSIT MIDDLE (RES-2025-736 : Sheltering Agreement - Transit Middle CRS #5750)

R. COVERAGE TERRITORY

Under the **Definitions** Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

a. The United State of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or

c. All other parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in **a.** above; or

(b) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:

(a) The territory described in **a.** above;

(b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands;

or in a settlement we agree to.

S. BODILY INJURY DEFIINITION

Under the **Definitions** Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or

b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease; provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

T. DAMAGE TO PROPERTY NOT PHYSICALLY INJURED

a. Under the **Definitions** Section "impaired property" does not apply.

b. Exclusions **m.** and **n.** under **SECTION I - COVERAGE A** are replaced by the following:

m. Loss Of Use Of Tangible Property

Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

(1) A delay in or lack of performance by or on behalf of the named insured of any contract or agreement; or

(2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on behalf of the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of " your product" or "your work" after such products or work have been put to use by any person or organization other than an insured.

n. Recall Of Products, Work Or Other Property

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) Any property which includes "your product" or "your work";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

U. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

Under the **Definitions** Section, "Personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation; other than "bodily injury"; arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement";

Attachment: TRANSIT MIDDLE (RES-2025-736 : Sheltering Agreement - Transit Middle CRS #5750)

7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
8. Discrimination.

   As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

   But discrimination does not include:

   a. Acts of differentiation that cause injury to a person arising out of any:

   (1) Refusal to employ that person;

   (2) Termination of that person's employment; or

   (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

   b. Acts of differentiation that cause injury to the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs **(1)**, **(2)** or **(3)** above as directed.

   Paragraphs **a.** and **b.** above apply:

   (1) Whether the "insured" may be liable as an employer or in any other capacity; and

   (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   c. Acts of differentiation involving any actual or alleged:

   (1) Failure to provide an appropriate Individualized Education Program (IEP) pursuant to the Individuals with Disabilities in Education Act (IDEA) or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto; or

   (2) Violation of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Article 89 of the New York Education Law, or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto.

   In the State of New York, the word discrimination as used above only means actual or alleged conduct:

   (a) That results in disparate impact; or

   (b) That you are vicariously liable for.

V. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Section **IV - Commercial General Liability Conditions:**

If this Coverage Endorsement and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or offense, the aggregate maximum Limit of Insurance under all the Coverage Endorsements, Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Endorsement, Coverage Form or policy. This Condition does not apply to any endorsement, Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

This provision does not apply in New York.

W. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

Attachment: TRANSIT MIDDLE (RES-2025-736 : Sheltering Agreement - Transit Middle CRS #5750)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30773 **RESOLUTION 2025-737** **ADOPTED**

North Amherst Recreation Center - Lighting Upgrade - CRS #5732

Authorize the Supervisor to sign an Energy Initiative Agreement between the Town of Amherst (Youth & Recreation Department) and National Grid. This Energy Initiative agreement is in connection with a lighting upgrade at the North Amherst Recreation Center. A waiver of insurance requirements is requested as this is a reimbursement only contract and National Grid will not enter the premises.

8/18/2025
Consent

FINANCIAL IMPACT:

A7143 : 05001 (Revenue)

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

2025 Lighting Incentive Deadlines
UNY Electric Commercial and Industrial Program

Important Information Regarding Your Lighting Incentive Application # 16198638

Thank you for your recent application for a lighting incentive from National Grid. We are pleased that you have chosen to take advantage of the final year of lighting incentives available in New York State (NYS). Please note that utilities in NYS will no longer be able to offer incentives for lighting projects started after December 31, 2025.

In accordance with the directive from the NYS Public Service Commission, you MUST adhere to the following deadlines to receive an incentive for your project:

- Customer Report Submission: You must return the signed and dated Customer Report by December 31, 2025. By signing the report, you agree to accept the National Grid incentive and adhere to the deadlines specified in this letter.
- Project Completion: This incentive offer is valid for projects completing no later than October 30, 2026. Project completion is defined as the installation and measures being operational that are included in the scope, along with returning final signatures to National Grid. Failure to receive the final signatures confirming project completion and operation by October 30, 2026, may result in the incentive not being paid.
- Partial rebates will be considered for what is completed by October 31, 2026.
- Payment Deadline: The project must be paid for by December 15, 2026*.
- If these deadlines are not met, National Grid will not be able to issue an incentive.

Shine Bright 25 in '25 Bonus Program

The good news is that your lighting project is eligible for our Shine Bright 25 in '25 bonus program. This program provides an additional 25% on any lighting project in National Grid's Commercial and Industrial Electric Program that meets the deadlines outlined above. If these deadlines are met, National Grid will automatically increase the incentive by 25%, which equates to *$ 2,500.00* in additional incentive, resulting in a grand total incentive of *$ 12,500.00*.

The Shine Bright bonus offer is exclusively for customers participating in National Grid's Commercial and Industrial Electric Program for lighting applications, including Prescriptive, Custom, Lighting Express, and Illuminating Excellence. Please note that projects under the Small Business Services Program and sales through the On The Spot Light midstream lighting program are NOT eligible for this bonus For more information, please consult your National Grid Representative.

**To have a project paid, National Grid must receive final signatures, final paid invoices for labor and materials, and a completed post-inspection to verify that the equipment is installed and operational. If all of this data is not complete, the incentive will not be paid.*

The total incentive amount with the bonus applied cannot exceed 100% of the cost of the project.

nationalgrid

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Energy Initiative

Energy Efficient Lighting Systems

Customer Report: TOWN OF AMHERST RECREATION
Application No: 16198638
Report Date: 07-24-2025
Report Version: Proposed

Customer Information

Customer Name:	**TOWN OF AMHERST RECREATION**	Facility Name:	**TOWN OF AMHERST RECREATION- NARC LED LIGHTING**
Billing Acct No:	**8984894106**	Street Address:	**4415 Millersport Hwy**
Contact Person:	**Eric Guzdek**	City:	**East Amherst**
Telephone:	**716-631-7132**	State:	**New York**
Email Address:	**eguzdek@amherst.ny.us**	Zip:	**14051**

Savings Summary		Incentive Summary	
Gross Annual kWh Savings	**3,396 kWh**	**Authorized Incentive:**	**$10,000**
Estimated Customer Cost per kWh	**0.1**	**Total Cost of Installed Measures:**	**$18,424**
Annual Electric Cost Savings	**$340**	**Simple Payback**	**54.3 years**
CO2 Savings (lbs)*	**3,735.6**	**Simple Payback with Incentive**	**24.81 years**
		Total Incentive	**$10,000**

Application Date:	**July 10, 2025**
Expected Completion Date:	**November 10, 2025**
Proposed Incentive Recipient:	**CUSTOMER**

*CO2 savings is based on annual kWh savings.

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Customer Report: TOWN OF AMHERST RECREATION
Application No: 16198638
Report Date: 07-24-2025

Summary of Planned Efficiency Measures

ECM Plan Version: Proposed
Version Create Date: 07-15-2025

Lighting Systems Incentive Calculation

	Existing Devices				*Proposed Devices*				
Row #	**Device Code**	**Device Description**	**Quantity of Devices**	**Measure Code**	**Device Code**	**Device Description**	**Quantity of Devices**	**Per Unit Incentive**	**Authorized Incentive**
1	F46GHL	Fluorescent, (6) 48", STD HO T5 lamp	50	86DP	FLED318	LED Fixture, 318W	50	200	$10,000.00
								Lighting System Totals:	**$10,000.00**

Recycling Requested: Yes_____ No_____

Attachment: DOC080825-08082025150318 (RES-2025-737 : North Amherst Recreation Center - Lighting Upgrade - CRS #5732)

Customer Report: TOWN OF AMHERST RECREATION

Application No: 16198638

Report Date: 07-24-2025

Facility Detail

ECM Plan Version: Proposed

Version Create Date: 07-15-2025

Installation site: Indoor Soccer Field

Measure Category	Existing/ Proposed	Measure Code	Device Code	Device Description	Device Quantity	Annual Hours of Operation
Lighting System	Existing	__	F46GHL	Fluorescent, (6) 48", STD HO T5 lamp	50	___
	Proposed	86DP	FLED318	LED Fixture, 318W	50	1954

Attachment: DOC080825-08082025150318 (RES-2025-737 : North Amherst Recreation Center - Lighting Upgrade - CRS #5732)

1. Incentives
Subject to these terms and conditions ("Terms and Conditions") of the Program, the Program Administrator will pay an Incentive to the Customer for the installation of EEM(s).
2. Definitions
(a) "Customer" means the customer who has an account for service with the Program Administrator and who satisfies the Program eligibility requirements established by the Program Administrator under the Program Materials and these Terms and Conditions.
(b) "EEM" means the energy efficiency measure(s) described in the Program Materials or other custom measures that may be approved by the Program Administrator.
(c) "Facility" means the Customer's premises or location served by the Program Administrator where EEM(s) will be installed.
(d) "Incentive" means the payment(s) to be paid by the Program Administrator to the Customer for the installation of the EEM(s) pursuant to the Program and these Terms and Conditions.
(e) "Program" means the Commercial and Industrial Electric Program as approved by the New York Public Service Commission and offered by the Program Administrator to Customers.
(f) "Program Administrator" means Niagara Mohawk Power Corporation d/b/a/ National Grid.
(g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEM(s), technology requirements, costs and other Program requirements, which include, without limitation, Program guidelines and requirements, application forms and approval letters.
3. Application Process and Requirement for Program Administrator Approval
(a) The Customer shall submit a completed application in the form provided by the Program Administrator. In addition, at the Program Administrator's discretion, the Customer may be required to provide to the Program Administrator, for its approval, a copy of the detailed specifications and scope of work as well as an analysis of the energy savings and/or demand reduction for the EEM(s) proposed by the Customer to the Program Administrator. To the extent required by law, this analysis shall be prepared by a professional engineer licensed in the state where the Facility is located. After the installation of the EEM(s), the Customer shall also, upon request by the Program Administrator, provide to the Program Administrator with a copy of the as-built drawings and installed EEM(s) for the Facility.
(b) Subject to Sections 8, 10 and 14, the Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and/or demand reduction potential. The Program Administrator may, in its sole discretion, reject or modify any calculations, based on the Program Administrator's own analysis.
(c) The Program Administrator is not obligated to pay any Incentive unless the Program Administrator issues an approval letter regarding the EEM(s) proposed by the Customer, and any necessary pre- and/or post- installation verification(s) is/are successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEM(s) must be fully installed and operational to qualify for the Incentive. The Program Administrator may also require the Customer to execute additional agreements or provide additional documentation regarding the proposed installation of the EEM(s) and for determination of Incentive(s).
(d) The Customer shall have no right to receive, and the Program Administrator shall have no obligation to pay, Incentives for any EEM(s) that have not been approved in advance in writing by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator shall not pay Incentives for EEM(s) which may have been pre-approved, but are subsequently determined after the installation, to be not in compliance with the Program requirements.
(e) The Program Administrator reserves the right to approve or disapprove of any Program application or proposed EEM(s).
4. Equipment and Contractor Selection and Contracting
Customer is responsible for selecting and purchasing the EEM(s) and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEM(s) meet the Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Program Administrator may exclude certain EEM from the Program.
5. Pre- and Post-Installation Verification
The Program Administrator shall not pay an Incentive until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEM (s) were not installed in accordance with these Terms and Conditions and the Program Materials, the Program Administrator may require modifications to the EEM(s) before it pays any Incentive(s). The Program Administrator may, at its sole discretion, withhold payment of Incentives until it has been verified that (i) the Customer has received, as appropriate, final drawings, operations and maintenance manuals, and operator training; and (ii) the Program Administrator has received documentation detailing that the installation of the EEM(s) has been completed in accordance with these Terms and Conditions, the Program Materials, and the Program Administrator's approval.
6. Monitoring and Inspection
The Program Administrator reserves the right to perform monitoring and inspection of the EEM (s) to determine the actual demand reduction and energy savings. As a condition of receiving an Incentive, the Customer agrees to provide access and information to the Program Administrator and to cooperate with the Program Administrator regarding such monitoring and inspection. By participating in the Program, the Customer acknowledges and agrees that no such activity by the Program Administrator includes any kind of safety, code or other compliance review. All safety, code or other compliance reviews are the sole responsibility of the Customer.
7. Customer Measures
The Program Administrator will only approve of the EEM(s) that has/have cost-effective energy savings as calculated by the Program Administrator. The Program Administrator reserves the right to approve or disapprove of any specific EEM(s) proposed by the Customer.
8. Incentive Amounts
(a) Once an Incentive amount is pre-approved, the Program Administrator shall pay to the Customer no more than the cost of purchasing and installing the EEM(s), or the pre-approved Incentive amount, whichever is less.
(b) The Program Administrator reserves the right to reduce or eliminate the Incentive amount if the EEM(s) are not installed in accordance with these Terms and Conditions and the Program Materials. Customer shall be obligated to refund such Incentives paid by the Program Administrator if the projected energy savings have not been achieved as a result of the foregoing circumstances. The Customer shall be obligated to refund the Incentive paid by the Program Administrator when EEM(s) that have been installed have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at facility where the EEM's) are located.
9. Equipment and Installation
The Customer shall be responsible for ensuring that the EEM(s) are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits, approvals and inspections are obtained. The Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEM(s). The itemized invoices shall include the details of all EEM(s) including the model, quantity and cost for each EEM, and shall identify any applicable discounts or other incentives received by the Customer, or for which the Customer is eligible. The Customer shall provide the Program Administrator with the details on the installation location(s) of the EEM(s) in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator shall, in its sole discretion, determine the appropriate costs of EEM(s) in order to calculate the Incentive amount.
10. Installation Schedule Requirements
If the Customer does not complete installation of the approved EEM(s) within the earlier of the completion date specified in the Program Administrator's approval letter or six (6) months from the date the Program Administrator provides its prior written approval of the EEM installation, the Program Administrator may terminate any

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obligation to issue Incentives or any Incentive amount agreed to in an approval letter issued by the Program Administrator.

11. Incentive Issue Conditions

Subject to these Terms and Conditions and provided that the Program Administrator is satisfied that the Customer has satisfied all of the conditions and requirements of the Program, , the Program Administrator will use commercially reasonable efforts to pay the Incentive amount to the Customer within forty-five (45) days after all of the following conditions are met: (i) Program Administrator's approval of the EEM installation has been provided; (ii) all applicable permits, licenses and inspections have been obtained by the Customer; (iii) installation of the EEM(s) has been completed in accordance with the requirements hereof; and (iv) the Program Administrator has verified all project and installation costs and the satisfactory installation of the EEM(s), all in accordance with the Terms and Conditions hereof. The Customer shall not assign any of its rights or obligations referenced in these Terms and Conditions or in the Program Materials (including, without limitation, the right to receive Incentives) without the prior written consent of the Program Administrator.

12. Maintenance of EEM(s)

The Customer acknowledges and agrees that Customer shall operate and maintain the EEM(s) in accordance with the manufacturer's recommendations and the terms hereof, and shall replace consumable parts and other components with comparable or superior efficient products at the Customer's expense.

13. Participation in Other Energy Efficiency Programs

The Customer shall not receive Incentives from the Program Administrator for the same EEM(s) if the Customer has received incentives already from other System Benefits Charge ("SBC")-funded New York State utilities or the New York State Energy Research and Development Authority ("NYSERDA"). A Customer enrolled in the Self-Direct Program for 2017-2019 offered by National Grid is not eligible to receive an Incentive amount under this Program for any electric EEMs installed during the Customer's enrollment in the Self-Direct Program cycle. The Company's Self-Direct Program requirements address eligibility requirements under this Program in the event a Customer withdraws from the Self-Direct Program mid-cycle.

14. Program/Terms and Conditions Changes

Program expenditures, requirements and eligibility, and these Terms and Conditions, may be changed by the Program Administrator at any time without notice. The Program Administrator reserves the right to withhold approval of projects and any EEM(s) for which the Customer may apply for an Incentive for any reason and to cancel or alter the Program at any time without notice. Approved applications for EEM(s) will be processed under the Terms and Conditions and Program Materials in effect at the time of such approval by the Program Administrator.

15. Indemnification and Limitation of the Program Administrator's Liability

The Customer shall indemnify, defend and hold harmless the Program Administrator, its affiliates and their respective contractors, officers, directors, employees, agents, representatives and assigns ("Indemnified Parties") from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity arising out of the acts and/or omissions of the Customer or the Customer's agent(s) in connection with the Customer's participation in the Program ("Damages") brought by or for a third party except to the extent that Damages are caused by the negligence of any of the Indemnified Parties. To the fullest extent allowed by law, the Program Administrator's liability will be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives and assigns shall not be liable to the Customer or any other party for any other obligation except to the extent liability is caused by the negligence of the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives and assigns. The Program Administrator shall not be liable to the Customer for any special, indirect, incidental, penal, punitive, or consequential damages of any nature in connection with Customer's participation in the Program or these Terms and Conditions.

16. No Warranties or Representations by the Program Administrator

(a) THE PROGRAM ADMINISTRATOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE PROGRAM, EEM(s) OR ANY SERVICES PERFORMED IN CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM ("THIRD PARTY WARRANTIES"), ARE NOT TO BE CONSIDERED WARRANTIES OF THE PROGRAM ADMINISTRATOR AND THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PROGRAM ADMINISTRATOR'S OTHER DOCUMENTS.

(b) Neither the Program Administrator nor any of its employees, contractors, agents, representatives or assigns is/are responsible for determining that the design, engineering or installation of the EEM(s) is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits, demand reduction, or energy savings to be achieved by the EEM(s) or the adequacy or safety of the EEMs.

(c) The Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert, not the Program Administrator) for all aspects of the EEM(s) and related work including, but not limited to: selecting the EEM(s); selecting contractors to perform the work; inspecting the work and the EEM(s); ensuring that the EEM(s) is/are in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for the Customer's purposes; and determining if work was properly performed.

(d) The Customer agrees and acknowledges that the Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work which might be used to install the EEM(s) under the Program.

(e) The provisions of this Section shall survive the termination, cancellation or completion of the Customer's participation in the Program.

17. Customer Confidentiality

The Customer consents to the release by the Company of the Customer's energy use information to authorized representatives of the Program Administrator performing evaluations and/or determining eligibility, demand reduction, or energy savings in connection with the Program provided that the Program Administrator requires that the Customer's energy use information is kept confidential and used only for the purposes of evaluation and/or determining eligibility, demand reduction, or energy savings in connection with the Program. The Customer further grants to the Program Administrator the right to use and reference the Customer's participation in the Program and the energy savings relating to the Customer's participation in the Program for regulatory purposes. The Program Administrator shall keep the Customer's information in strict confidence, shall exercise reasonable care to maintain the confidentiality, and shall not divulge the Customer's information to any third party without the prior written consent of the Customer, except to the extent expressly permitted by these Terms and Conditions.

18. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in this Program, including the receipt of the Incentive, may be taxable by the federal, state, and/or local government. The Customer is responsible for declaring and paying all such taxes. The Program Administrator is not responsible for the payment of any such taxes.

19. Customer Consent

Customer of National Grid agrees and authorizes the utility's sharing of the participant-customer's information and/or project-level information with New York State Department of Public Service Staff and NYSERDA, including its agents or authorized representatives, consistent with NYSERDA's New York State Public Service Commission and statutorily authorized responsibilities, including, but not limited to supporting market development initiatives, and other evaluation and measurement activities. (For clarity, the term project level includes the information based on the scope of the project, including, but not limited to, aggregated and anon

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building, building or subsets of the project.)

20. Counterpart Execution; Scanned Copy. Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

21. Miscellaneous

(a) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.

(b) These Terms and Conditions shall be interpreted and enforced according to the laws of the State of New York.

(c) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.

(d) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and duly authorized by the Program Administrator.

(e) Sections 15, 16, 17, 18 and 20(b) shall survive the termination or expiration of the Customer's participation in the Program.

Attachment: DOC080825-08082025150318 (RES-2025-737 : North Amherst Recreation Center - Lighting Upgrade - CRS #5732)

Energy Initiative
Lighting Pre-Installation Site Inspection Form

Customer Report: TOWN OF AMHERST RECREATION
Billing Acct No: 8984894106
Application No 16198638
Report Date: 07-24-2025

Pre-Installation Inspection Date:_____ **Company Rep.:** _____

Vendor Present *(name):* _____ **Manager's Signature:**_____

Customer Present *(name):* _____

Lighting Systems Inventory

Existing Devices ***Proposed Devices***

Room/Area	Device Code	Device Description	Quantity of Devices	Measure Code	Device Code	Device Description	Quantity of Devices	Annual Hours of Operation

Opened fixtures:#_____ **or %**_____

Recycling Requested: **Yes**_____ **No**_____ **Number of Ballasts to be recycled:**_____

Lighting Controls Inventory

Control Description	Quantity of Controls	Quantity of Devices Controlled Fixtures)	Fixture Measure Code	New/Existing	Hours of Reduction

Attachment: DOC080825-08082025150318 (RES-2025-737 : North Amherst Recreation Center - Lighting Upgrade - CRS #5732)

Energy Initiative

Lighting Pre-Installation Site Inspection Form

Notes: _____

_____

_____

_____

_____

_____

_____

_____

_____

Attachment: DOC080825-08082025150318 (RES-2025-737 : North Amherst Recreation Center - Lighting Upgrade - CRS #5732)

Energy Initiative

Lighting Post-Installation Site Inspection Form

Customer Report: TOWN OF AMHERST RECREATION
Billing Acct No: 8984894106
Application No: 16198638
Report Date: 07-24-2025

Post-Installation Inspection Date:_____ **Company Rep.:** _____

Vendor Present ***(name):*** _____

Customer Present ***(name):*** _____

Manager's Signature: _____ **Date:**_____

Opened fixture:#_____ or %_____ Counted fixtures:#_____ or %_____

Site inspection during construction:_____

(List dates and comments): _____

Compliance (note agreement or changes): _____

Attachment: DOC080825-08082025150318 (RES-2025-737 : North Amherst Recreation Center - Lighting Upgrade - CRS #5732)

Customer Report: TOWN OF AMHERST RECREATION

Application Number: 16198638

Installation Site: Indoor Soccer Field

Measure Category	Proposed	Measure Code	Device Code	Device Description	Device Quantity	Installed Quantity
Lighting System	Proposed	86DP	FLED318	LED Fixture, 318W	50	

Attachment: DOC080825-08082025150318 (RES-2025-737 : North Amherst Recreation Center - Lighting Upgrade - CRS #5732)

Energy Initiative

Signatures

Customer Report: TOWN OF AMHERST RECREATION

Application No: 16198638

Report Date: 07-24-2025

Customer's Acknowledgement

We are pleased to offer an incentive for the proposed energy savings measures at the site referenced on this Customer Report. To accept this offer and reserve funding, please sign this form which summarizes the equipment and operational specifications required to be complete to qualify for an incentive for the associated with this project. The signed Customer Report serves as your acceptance of this incentive offer and confirms your intention to proceed with this project.
By signing below, the Customer hereby certifies that all statements made on this Customer Report as presented by a National Grid Sales Representative are true, accurate and complete. The Customer acknowledges such measures are appropriate for the type and purpose of the facility in which they will be installed. Customer also certifies that the Customer has read the Terms and Conditions provided in this Customer Report package. Customer agrees that the project costs and incentive amount are correct and as agreed upon with the Vendor/Contractor and National Grid. Customer further understands and acknowledge that payment of the incentive is contingent upon (1) a post-inspection verification of the newly installed equipment to ensure the installation is consistent with the application as approved, represents sound engineering practice and complies with this Customer Report; (2) submittal of paid invoices by the customer.(3) detailed itemized unit cost invoices for the material and labor costs associated with the project from the vendor/contractor who installed the measures. The Customer reaffirms that the incentive recipient provided in the application is still valid. If the incentive recipient has changed since initial application submittal, please notify your National Grid Sales Representative in writing to reaffirm your new selection.

If you decide to make a change in your project after pre-approval you must notify National Grid prior to beginning installation. We will determine whether the proposed change will require any revision to your application or incentive as pre-approved. To qualify for this incentive offer, the project needs to be completed within 180 days of the signing of the letter.

Thank you for participating in National Grid's Electric Energy Efficiency Program. We look forward to working with you.

Customer Signature: _____

Estimated Project Completion Date: 12-31-2025 **Today's Date** _____

Name: *(print)* _____ **Phone:** _____

Certification of Installation

By signing this section, I am certifying that the measures identified in this customer report have been installed and fully operational.

Customer Signature: _____ **Date:** _____

Name: *(print)* _____

Attachment: DOC080825-08082025150318 (RES-2025-737 : North Amherst Recreation Center - Lighting Upgrade - CRS #5732)

Town of Amherst Recreation
4415 Millersport Hwy
East Amherst 14051
Attn: Eric Guzdek

GraybaR

July 25, 2025

JOB NAME:
North Amherst Recreation Center

Qty	Item/Type	Manuf.	Part Number / Description		U/M	TOTAL
50	HB	ILP	EVT3-36L/42L/48L-U-40-FRL			$0.00
50	HNG	ILP	AC10Y			$0.00
50	WC	ILP	EVT3-WC-KIT			$0.00
	NOTE		Total Cost			$13,809.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
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						$0.00
						$0.00
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						$0.00
						$0.00
						$0.00

GRAYBAR ELECTRIC
425 Cayuga Road
Cheektowaga, NY 14225

John Aguglia
OFFICE: (716) 565-5906
FAX: (716) 565-5999

Attachment: DOC080825-08082025150318 (RES-2025-737 : North Amherst Recreation Center - Lighting Upgrade - CRS #5732)

						$0.00
						$0.00
						$0.00

			1) THIS QUOTATION INCLUDES ONLY THE ITEMS AND			$0.00
			QUANTITIES LISTED HERE-IN. PLEASE VERIFY YOUR B.O.M. AND			$0.00
			COUNTS BEFORE USING THIS QUOTATION.			$0.00
			2) UNLESS OTHERWISE NOTED ABOVE,THERE ARE NO SPARE			$0.00
			PARTS OF ANY KIND INCLUDED IN THIS QUOTATION.			$0.00
						$0.00
						$0.00
				TOTAL		$13,809.00

Notes:

1) THIS QUOTATION INCLUDES ONLY THE ITEMS AND QUANTITIES LISTED HERE-IN. PLEASE VERIFY YOUR B.O.M. AND COUNTS BEFORE USING THIS QUOTATION.

2) UNLESS SPECIFICALLY NOTED ABOVE, THERE ARE NO SPARE PARTS OF ANY KIND INCLUDED IN THIS QUOTATION.

3) SALES TAX (IF APPLICABLE) IS NOT INCLUDED IN ABOVE PRICING.

Mounting hardware, unless specifically called out in this quote, is not included. This quotation is subject to Graybar Electric's standard terms and conditions of sale which are available on request. Unless otherwise noted, this quotation expires 30 days from the date issued. This quotation is void if changed. Complete quotation must be used, no partials without approval. Prices are FOB shipping point unless otherwise noted. ALL PARTIAL RELEASES OF LIGHTING FIXTURES, LAMPS, AND/OR ANCHOR BOLTS ARE SUBJECT TO ADDITIONAL FREIGHT CHARGES. Unless noted, lighting fixtures DO NOT include lamps. All fixtures quoted here-in are quoted "Subject To Approval."

This quotation does not cover BAA (Buy American Act) unless specifically noted. The Buy American Act (BAA) is a critical piece of the American Reinvestment and Recovery Act (ARRA) that was signed into law in February 2009. We will not absorb any additional costs incurred for product transformation to meet BAA requirements. If the project requires conformance, any BBA requiements must be forwarded to us for a requote.

GRAYBAR ELECTRIC
425 Cayuga Road
Cheektowaga, NY 14225

John Aguglia
OFFICE: (716) 565-5906
FAX: (716) 565-5999

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30775 **RESOLUTION 2025-738** **ADOPTED**

Clearfield Community Center Lighting Upgrade - CRS #5733

Authorize the Supervisor to sign an Energy Initiative Agreement between the Town of Amherst (Youth & Recreation Department) and National Grid. This Energy Initiative agreement is in connection with a lighting upgrade at the Clearfield Community Center. A waiver of insurance requirements is requested as this is a reimbursement only contract and National Grid will not enter the premises.

8/18/2025
Consent

FINANCIAL IMPACT:

A7141 : 05001 (Revenue)

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

2025 Lighting Incentive Deadlines
UNY Electric Commercial and Industrial Program

Important Information Regarding Your Lighting Incentive Application # 16191563

Thank you for your recent application for a lighting incentive from National Grid. We are pleased that you have chosen to take advantage of the final year of lighting incentives available in New York State (NYS). Please note that utilities in NYS will no longer be able to offer incentives for lighting projects started after December 31, 2025.

In accordance with the directive from the NYS Public Service Commission, you MUST adhere to the following deadlines to receive an incentive for your project:

- Customer Report Submission: You must return the signed and dated Customer Report by December 31, 2025. By signing the report, you agree to accept the National Grid incentive and adhere to the deadlines specified in this letter.
- Project Completion: This incentive offer is valid for projects completing no later than October 30, 2026. Project completion is defined as the installation and measures being operational that are included in the scope, along with returning final signatures to National Grid. Failure to receive the final signatures confirming project completion and operation by October 30, 2026, may result in the incentive not being paid.
- Partial rebates will be considered for what is completed by October 31, 2026.
- Payment Deadline: The project must be paid for by December 15, 2026*.
- If these deadlines are not met, National Grid will not be able to issue an incentive.

Shine Bright 25 in '25 Bonus Program

The good news is that your lighting project is eligible for our Shine Bright 25 in '25 bonus program. This program provides an additional 25% on any lighting project in National Grid's Commercial and Industrial Electric Program that meets the deadlines outlined above. If these deadlines are met, National Grid will automatically increase the incentive by 25%, which equates to *$ 2,500.00* in additional incentive, resulting in a grand total incentive of *$ 12,500.00*.

The Shine Bright bonus offer is exclusively for customers participating in National Grid's Commercial and Industrial Electric Program for lighting applications, including Prescriptive, Custom, Lighting Express, and Illuminating Excellence. Please note that projects under the Small Business Services Program and sales through the On The Spot Light midstream lighting program are NOT eligible for this bonus For more information, please consult your National Grid Representative.

**To have a project paid, National Grid must receive final signatures, final paid invoices for labor and materials, and a completed post-inspection to verify that the equipment is installed and operational. If all of this data is not complete, the incentive will not be paid.*

The total incentive amount with the bonus applied cannot exceed 100% of the cost of the project.

nationalgrid

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

Energy Initiative

Energy Efficient Lighting Systems

Customer Report: TOWN OF AMHERST RECREATION
Application No: 16191563
Report Date: 07-23-2025
Report Version: Proposed

Customer Information

Customer Name:	**TOWN OF AMHERST RECREATION**	Facility Name:	**TOWN OF AMHERST RECREATION- LED LIGHTING**
Billing Acct No:	**8423712107**	Street Address:	**730 Hopkins Rd**
Contact Person:	**Eric Guzdek**	City:	**Williamsville**
Telephone:	**716-631-7132**	State:	**New York**
Email Address:	**eguzdek@amherst.ny.us**	Zip:	**14221**

Savings Summary		Incentive Summary	
Gross Annual kWh Savings	**15,663 kWh**	**Authorized Incentive:**	**$10,000**
Estimated Customer Cost per kWh	**0.1**	**Total Cost of Installed Measures:**	**$19,550**
Annual Electric Cost Savings	**$1,566**	**Simple Payback**	**12.5 years**
CO2 Savings (lbs)*	**17,229.3**	**Simple Payback with Incentive**	**6.1 years**
		Total Incentive	**$10,000**

Application Date:	**July 01, 2025**
Expected Completion Date:	**November 10, 2025**
Proposed Incentive Recipient:	**CUSTOMER**

*CO2 savings is based on annual kWh savings.

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

Customer Report: TOWN OF AMHERST RECREATION
Application No: 16191563 **Report Date:** 07-23-2025

Summary of Planned Efficiency Measures

ECM Plan Version: Proposed
Version Create Date: 07-08-2025

Lighting Systems Incentive Calculation

Existing Devices *Proposed Devices*

Row #	Device Code	Device Description	Quantity of Devices	Measure Code	Device Code	Device Description	Quantity of Devices	Per Unit Incentive	Authorized Incentive
1	F46ILL	Fluorescent, (6) 48", T-8, Instant Start, NLO (BF: .85-.95)	50	86DP	FLED060	LED Fixture, 60W	50	200	$10,000.00
								Lighting System Totals:	**$10,000.00**

Recycling Requested: Yes_____ No_____

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

Customer Report: TOWN OF AMHERST RECREATION

Application No: 16191563

Report Date: 07-23-2025

Facility Detail

ECM Plan Version: Proposed

Version Create Date: 07-08-2025

Installation site: Large Gymnasium

Measure Category	Existing/ Proposed	Measure Code	Device Code	Device Description	Device Quantity	Annual Hours of Operation
Lighting System	Existing	__	F46ILL	Fluorescent, (6) 48", T-8, Instant Start,	30	___
	Proposed	86DP	FLED060	LED Fixture, 60W	30	2586

Installation site: Small Gymnasium

Measure Category	Existing/ Proposed	Measure Code	Device Code	Device Description	Device Quantity	Annual Hours of Operation
Lighting System	Existing	__	F46ILL	Fluorescent, (6) 48", T-8, Instant Start,	20	___
	Proposed	86DP	FLED060	LED Fixture, 60W	20	2586

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

1. Incentives
Subject to these terms and conditions ("Terms and Conditions") of the Program, the Program Administrator will pay an Incentive to the Customer for the installation of EEM(s).
2. Definitions
(a) "Customer" means the customer who has an account for service with the Program Administrator and who satisfies the Program eligibility requirements established by the Program Administrator under the Program Materials and these Terms and Conditions.
(b) "EEM" means the energy efficiency measure(s) described in the Program Materials or other custom measures that may be approved by the Program Administrator.
(c) "Facility" means the Customer's premises or location served by the Program Administrator where EEM(s) will be installed.
(d) "Incentive" means the payment(s) to be paid by the Program Administrator to the Customer for the installation of the EEM(s) pursuant to the Program and these Terms and Conditions.
(e) "Program" means the Commercial and Industrial Electric Program as approved by the New York Public Service Commission and offered by the Program Administrator to Customers.
(f) "Program Administrator" means Niagara Mohawk Power Corporation d/b/a/ National Grid.
(g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEM(s), technology requirements, costs and other Program requirements, which include, without limitation, Program guidelines and requirements, application forms and approval letters.
3. Application Process and Requirement for Program Administrator Approval
(a) The Customer shall submit a completed application in the form provided by the Program Administrator. In addition, at the Program Administrator's discretion, the Customer may be required to provide to the Program Administrator, for its approval, a copy of the detailed specifications and scope of work as well as an analysis of the energy savings and/or demand reduction for the EEM(s) proposed by the Customer to the Program Administrator. To the extent required by law, this analysis shall be prepared by a professional engineer licensed in the state where the Facility is located. After the installation of the EEM(s), the Customer shall also, upon request by the Program Administrator, provide to the Program Administrator with a copy of the as-built drawings and installed EEM(s) for the Facility.
(b) Subject to Sections 8, 10 and 14, the Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and/or demand reduction potential. The Program Administrator may, in its sole discretion, reject or modify any calculations, based on the Program Administrator's own analysis.
(c) The Program Administrator is not obligated to pay any Incentive unless the Program Administrator issues an approval letter regarding the EEM(s) proposed by the Customer, and any necessary pre- and/or post- installation verification(s) is/are successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEM(s) must be fully installed and operational to qualify for the Incentive. The Program Administrator may also require the Customer to execute additional agreements or provide additional documentation regarding the proposed installation of the EEM(s) and for determination of Incentive(s).
(d) The Customer shall have no right to receive, and the Program Administrator shall have no obligation to pay, Incentives for any EEM(s) that have not been approved in advance in writing by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator shall not pay Incentives for EEM(s) which may have been pre-approved, but are subsequently determined after the installation, to be not in compliance with the Program requirements.
(e) The Program Administrator reserves the right to approve or disapprove of any Program application or proposed EEM(s).
4. Equipment and Contractor Selection and Contracting
Customer is responsible for selecting and purchasing the EEM(s) and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEM(s) meet the Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Program Administrator may exclude certain EEM from the Program.
5. Pre- and Post-Installation Verification
The Program Administrator shall not pay an Incentive until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEM (s) were not installed in accordance with these Terms and Conditions and the Program Materials, the Program Administrator may require modifications to the EEM(s) before it pays any Incentive(s). The Program Administrator may, at its sole discretion, withhold payment of Incentives until it has been verified that (i) the Customer has received, as appropriate, final drawings, operations and maintenance manuals, and operator training; and (ii) the Program Administrator has received documentation detailing that the installation of the EEM(s) has been completed in accordance with these Terms and Conditions, the Program Materials, and the Program Administrator's approval.
6. Monitoring and Inspection
The Program Administrator reserves the right to perform monitoring and inspection of the EEM (s) to determine the actual demand reduction and energy savings. As a condition of receiving an Incentive, the Customer agrees to provide access and information to the Program Administrator and to cooperate with the Program Administrator regarding such monitoring and inspection. By participating in the Program, the Customer acknowledges and agrees that no such activity by the Program Administrator includes any kind of safety, code or other compliance review. All safety, code or other compliance reviews are the sole responsibility of the Customer.
7. Customer Measures
The Program Administrator will only approve of the EEM(s) that has/have cost-effective energy savings as calculated by the Program Administrator. The Program Administrator reserves the right to approve or disapprove of any specific EEM(s) proposed by the Customer.
8. Incentive Amounts
(a) Once an Incentive amount is pre-approved, the Program Administrator shall pay to the Customer no more than the cost of purchasing and installing the EEM(s), or the pre-approved Incentive amount, whichever is less.
(b) The Program Administrator reserves the right to reduce or eliminate the Incentive amount if the EEM(s) are not installed in accordance with these Terms and Conditions and the Program Materials. Customer shall be obligated to refund such Incentives paid by the Program Administrator if the projected energy savings have not been achieved as a result of the foregoing circumstances. The Customer shall be obligated to refund the Incentive paid by the Program Administrator when EEM(s) that have been installed have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at facility where the EEM's) are located.
9. Equipment and Installation
The Customer shall be responsible for ensuring that the EEM(s) are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits, approvals and inspections are obtained. The Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEM(s). The itemized invoices shall include the details of all EEM(s) including the model, quantity and cost for each EEM, and shall identify any applicable discounts or other incentives received by the Customer, or for which the Customer is eligible. The Customer shall provide the Program Administrator with the details on the installation location(s) of the EEM(s) in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator shall, in its sole discretion, determine the appropriate costs of EEM(s) in order to calculate the Incentive amount.
10. Installation Schedule Requirements
If the Customer does not complete installation of the approved EEM(s) within the earlier of the completion date specified in the Program Administrator's approval letter or six (6) months from the date the Program Administrator provides its prior written approval of the EEM installation, the Program Administrator may terminate any

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

obligation to issue Incentives or any Incentive amount agreed to in an approval letter issued by the Program Administrator.

11. Incentive Issue Conditions

Subject to these Terms and Conditions and provided that the Program Administrator is satisfied that the Customer has satisfied all of the conditions and requirements of the Program, , the Program Administrator will use commercially reasonable efforts to pay the Incentive amount to the Customer within forty-five (45) days after all of the following conditions are met: (i) Program Administrator's approval of the EEM installation has been provided; (ii) all applicable permits, licenses and inspections have been obtained by the Customer; (iii) installation of the EEM(s) has been completed in accordance with the requirements hereof; and (iv) the Program Administrator has verified all project and installation costs and the satisfactory installation of the EEM(s), all in accordance with the Terms and Conditions hereof. The Customer shall not assign any of its rights or obligations referenced in these Terms and Conditions or in the Program Materials (including, without limitation, the right to receive Incentives) without the prior written consent of the Program Administrator.

12. Maintenance of EEM(s)

The Customer acknowledges and agrees that Customer shall operate and maintain the EEM(s) in accordance with the manufacturer's recommendations and the terms hereof, and shall replace consumable parts and other components with comparable or superior efficient products at the Customer's expense.

13. Participation in Other Energy Efficiency Programs

The Customer shall not receive Incentives from the Program Administrator for the same EEM(s) if the Customer has received incentives already from other System Benefits Charge ("SBC")-funded New York State utilities or the New York State Energy Research and Development Authority ("NYSERDA"). A Customer enrolled in the Self-Direct Program for 2017-2019 offered by National Grid is not eligible to receive an Incentive amount under this Program for any electric EEMs installed during the Customer's enrollment in the Self-Direct Program cycle. The Company's Self-Direct Program requirements address eligibility requirements under this Program in the event a Customer withdraws from the Self-Direct Program mid-cycle.

14. Program/Terms and Conditions Changes

Program expenditures, requirements and eligibility, and these Terms and Conditions, may be changed by the Program Administrator at any time without notice. The Program Administrator reserves the right to withhold approval of projects and any EEM(s) for which the Customer may apply for an Incentive for any reason and to cancel or alter the Program at any time without notice. Approved applications for EEM(s) will be processed under the Terms and Conditions and Program Materials in effect at the time of such approval by the Program Administrator.

15. Indemnification and Limitation of the Program Administrator's Liability

The Customer shall indemnify, defend and hold harmless the Program Administrator, its affiliates and their respective contractors, officers, directors, employees, agents, representatives and assigns ("Indemnified Parties") from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity arising out of the acts and/or omissions of the Customer or the Customer's agent(s) in connection with the Customer's participation in the Program ("Damages") brought by or for a third party except to the extent that Damages are caused by the negligence of any of the Indemnified Parties. To the fullest extent allowed by law, the Program Administrator's liability will be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives and assigns shall not be liable to the Customer or any other party for any other obligation except to the extent liability is caused by the negligence of the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives and assigns. The Program Administrator shall not be liable to the Customer for any special, indirect, incidental, penal, punitive, or consequential damages of any nature in connection with Customer's participation in the Program or these Terms and Conditions.

16. No Warranties or Representations by the Program Administrator

(a) THE PROGRAM ADMINISTRATOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE PROGRAM, EEM(s) OR ANY SERVICES PERFORMED IN CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TIIIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM IN CONNECTION WITII THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN TIIE PROGRAM ("THIRD PARTY WARRANTIES"), ARE NOT TO BE CONSIDERED WARRANTIES OF THE PROGRAM ADMINISTRATOR AND THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO TIIE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PROGRAM ADMINISTRATOR'S OTHER DOCUMENTS.

(b) Neither the Program Administrator nor any of its employees, contractors, agents, representatives or assigns is/are responsible for determining that the design, engineering or installation of the EEM(s) is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits, demand reduction, or energy savings to be achieved by the EEM(s) or the adequacy or safety of the EEMs.

(c) The Customer acknowledges and agrees that it is solely responsible (directly-based on its o judgment or indirectly-based on the advice of an independent expert, not the Program Administrator) for all aspects of the EEM(s) and related work including, but not limited to: selecting the EEM(s); selecting contractors to perform the work; inspecting the work and the EEM(s); ensuring that the EEM(s) is/are in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for the Customer's purposes; and determining if work was properly performed.

(d) The Customer agrees and acknowledges that the Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work which might be used to install the EEM(s) under the Program.

(e) The provisions of this Section shall survive the termination, cancellation or completion of the Customer's participation in the Program.

17. Customer Confidentiality

The Customer consents to the release by the Company of the Customer's energy use information to authorized representatives of the Program Administrator performing evaluations and/or determining eligibility, demand reduction, or energy savings in connection with the Program provided that the Program Administrator requires that the Customer's energy use information is kept confidential and used only for the purposes of evaluation and/or determining eligibility, demand reduction, or energy savings in connection with the Program. The Customer further grants to the Program Administrator the right to use and reference the Customer's participation in the Program and the energy savings relating to the Customer's participation in the Program for regulatory purposes. The Program Administrator shall keep the Customer's information in strict confidence, shall exercise reasonable care to maintain the confidentiality, and shall not divulge the Customer's information to any third party without the prior written consent of the Customer, except to the extent expressly permitted by these Terms and Conditions.

18. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in this Program, including the receipt of the Incentive, may be taxable by the federal, state, and/or local government. The Customer is responsible for declaring and paying all such taxes. The Program Administrator is not responsible for the payment of any such taxes.

19. Customer Consent

Customer of National Grid agrees and authorizes the utility's sharing of the participant-customer's information and/or project-level information with New York State Department of Public Service Staff and NYSERDA, including its agents or authorized representatives, consistent with NYSERDA's New York State Public Service Commission and statutorily authorized responsibilities, including, but not limited to supporting market development initiatives, and other evaluation and measurement activities. (For clarity, the term project level includes the information based on the scope of the project, including, but not limited to, aggregated and ano

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

building, building or subsets of the project.)

20. Counterpart Execution; Scanned Copy. Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

21. Miscellaneous

(a) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.

(b) These Terms and Conditions shall be interpreted and enforced according to the laws of the State of New York.

(c) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.

(d) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and duly authorized by the Program Administrator.

(e) Sections 15, 16, 17, 18 and 20(b) shall survive the termination or expiration of the Customer's participation in the Program.

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

Energy Initiative
Lighting Pre-Installation Site Inspection Form

Customer Report: TOWN OF AMHERST RECREATION
Billing Acct No: 8423712107
Application No 16191563
Report Date: 07-23-2025

Pre-Installation Inspection Date:_____ **Company Rep.:** _____

Vendor Present *(name):* _____ **Manager's Signature:**_____

Customer Present *(name):* _____

Lighting Systems Inventory

Existing Devices ***Proposed Devices***

Room/Area	Device Code	Device Description	Quantity of Devices	Measure Code	Device Code	Device Description	Quantity of Devices	Annual Hours of Operation

Opened fixtures:#_____**or %**_____

Recycling Requested: Yes_____ **No**_____ **Number of Ballasts to be recycled:**_____

Lighting Controls Inventory

Control Description	Quantity of Controls	Quantity of Devices Controlled Fixtures)	Fixture Measure Code	New/Existing	Hours of Reduction

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

Energy Initiative
Lighting Pre-Installation Site Inspection Form

Notes: _____

_____

_____

_____

_____

_____

_____

_____

_____

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

Energy Initiative

Lighting Post-Installation Site Inspection Form

Customer Report: TOWN OF AMHERST RECREATION
Billing Acct No: 8423712107
Application No: 16191563
Report Date: 07-23-2025

Post-Installation Inspection Date:_____ **Company Rep.:** _____

Vendor Present ***(name):*** _____

Customer Present ***(name):*** _____

Manager's Signature: _____ **Date:**_____

Opened fixture:#_____or %_____ Counted fixtures:#_____or %_____

Site inspection during construction:_____

_____

_____

_____

(List dates and comments): _____

_____

_____

_____

Compliance (note agreement or changes): _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

Customer Report: TOWN OF AMHERST RECREATION

Application Number: 16191563

Installation Site: Large Gymnasium

Measure Category	Proposed	Measure Code	Device Code	Device Description	Device Quantity	Installed Quantity
Lighting System	Proposed	86DP	FLED060	LED Fixture, 60W	30	

Installation Site: Small Gymnasium

Measure Category	Proposed	Measure Code	Device Code	Device Description	Device Quantity	Installed Quantity
Lighting System	Proposed	86DP	FLED060	LED Fixture, 60W	20	

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

Energy Initiative

Signatures

Customer Report: TOWN OF AMHERST RECREATION

Application No: 16191563

Report Date: 07-23-2025

Customer's Acknowledgement

We are pleased to offer an incentive for the proposed energy savings measures at the site referenced on this Customer Report. To accept this offer and reserve funding, please sign this form which summarizes the equipment and operational specifications required to be complete to qualify for an incentive for the associated with this project. The signed Customer Report serves as your acceptance of this incentive offer and confirms your intention to proceed with this project.
By signing below, the Customer hereby certifies that all statements made on this Customer Report as presented by a National Grid Sales Representative are true, accurate and complete. The Customer acknowledges such measures are appropriate for the type and purpose of the facility in which they will be installed. Customer also certifies that the Customer has read the Terms and Conditions provided in this Customer Report package. Customer agrees that the project costs and incentive amount are correct and as agreed upon with the Vendor/Contractor and National Grid. Customer further understands and acknowledge that payment of the incentive is contingent upon (1) a post-inspection verification of the newly installed equipment to ensure the installation is consistent with the application as approved, represents sound engineering practice and complies with this Customer Report; (2) submittal of paid invoices by the customer.(3) detailed itemized unit cost invoices for the material and labor costs associated with the project from the vendor/contractor who installed the measures. The Customer reaffirms that the incentive recipient provided in the application is still valid. If the incentive recipient has changed since initial application submittal, please notify your National Grid Sales Representative in writing to reaffirm your new selection.

If you decide to make a change in your project after pre-approval you must notify National Grid prior to beginning installation. We will determine whether the proposed change will require any revision to your application or incentive as pre-approved. To qualify for this incentive offer, the project needs to be completed within 180 days of the signing of the letter.

Thank you for participating in National Grid's Electric Energy Efficiency Program. We look forward to working with you.

Customer Signature: _____

Estimated Project Completion Date: 12-31-2025 **Today's Date** _____

Name: *(print)* _____ **Phone:** _____

Certification of Installation

By signing this section, I am certifying that the measures identified in this customer report have been installed and fully operational.

Customer Signature: _____ **Date:** _____

Name: *(print)* _____

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

Town of Amherst Recreation

730 Hopkins Rd

Williamsville NY 14221

Attn: Eric Guzdek

GraybaR

July 25, 2025

JOB NAME:

Clearfield Recreation Center Gymnasium

Qty	Item/Type	Manuf.	Part Number / Description		U/M	TOTAL
30	HB	ILP	EVT2-24L/30L/36L-U-40-FRL - Large Gym			$0.00
30	HNG	ILP	AC10Y			$0.00
30	WC	ILP	EVT2-WC-KIT - Wire Guard			$0.00
	NOTE		Total Cost - Large Gym			$7,116.00
						$0.00
						$0.00
20	HB	ILP	EVT2-24L/30L/36L-U-40-FRL - Small Gym			$0.00
20	HNG	ILP	AC10Y			$0.00
20	WC	ILP	EVT2-WC-KIT - Wire Guard			$0.00
	NOTE		Total Cost - Small Gym			$4,744.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00

GRAYBAR ELECTRIC
425 Cayuga Road
Cheektowaga, NY 14225

John Aguglia
OFFICE: (716) 565-5906
FAX: (716) 565-5999

Attachment: DOC080825-08082025145921 (RES-2025-738 : Clearfield Community Center Lighting Upgrade - CRS #5733)

						$0.00
						$0.00
						$0.00

			1) THIS QUOTATION INCLUDES ONLY THE ITEMS AND			$0.00
			QUANTITIES LISTED HERE-IN. PLEASE VERIFY YOUR B.O.M. AND			$0.00
			COUNTS BEFORE USING THIS QUOTATION.			$0.00
			2) UNLESS OTHERWISE NOTED ABOVE,THERE ARE NO SPARE			$0.00
			PARTS OF ANY KIND INCLUDED IN THIS QUOTATION.			$0.00
						$0.00
						$0.00
				TOTAL		$11,860.00

Notes:

1) THIS QUOTATION INCLUDES ONLY THE ITEMS AND QUANTITIES LISTED HERE-IN. PLEASE VERIFY YOUR B.O.M. AND COUNTS BEFORE USING THIS QUOTATION.

2) UNLESS SPECIFICALLY NOTED ABOVE, THERE ARE NO SPARE PARTS OF ANY KIND INCLUDED IN THIS QUOTATION.

3) SALES TAX (IF APPLICABLE) IS NOT INCLUDED IN ABOVE PRICING.

Mounting hardware, unless specifically called out in this quote, is not included. This quotation is subject to Graybar Electric's standard terms and conditions of sale which are available on request. Unless otherwise noted, this quotation expires 30 days from the date issued. This quotation is void if changed. Complete quotation must be used, no partials without approval. Prices are FOB shipping point unless otherwise noted. ALL PARTIAL RELEASES OF LIGHTING FIXTURES, LAMPS, AND/OR ANCHOR BOLTS ARE SUBJECT TO ADDITIONAL FREIGHT CHARGES. Unless noted, lighting fixtures DO NOT include lamps. All fixtures quoted here-in are quoted "Subject To Approval."

This quotation does not cover BAA (Buy American Act) unless specifically noted. The Buy American Act (BAA) is a critical piece of the American Reinvestment and Recovery Act (ARRA) that was signed into law in February 2009. We will not absorb any additional costs incurred for product transformation to meet BAA requirements. If the project requires conformance, any BBA requiements must be forwarded to us for a requote.

GRAYBAR ELECTRIC
425 Cayuga Road
Cheektowaga, NY 14225

John Aguglia
OFFICE: (716) 565-5906
FAX: (716) 565-5999

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30780 **RESOLUTION 2025-739** **ADOPTED**

Sheltering Agreement - Casey Middle CRS #5768

Authorize the Town Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Williamsville Central School District for emergency sheltering use of the North Amherst Recreation Center.

8/18/2025
Consent

FINANCIAL IMPACT:

NONE

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

CASEY MIDDLE SCHOOL

105 Casey Road, East Amherst, New York 14051 | Phone 716-626-8567

Dr. Salvatore Curella
Principal

Mrs. Clare Battle
Assistant Principal

CASEY MIDDLE SCHOOL
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
SHELTERING AGREEMENT FOR CASEY MIDDLE SCHOOL

This agreement is made on the on the ____ day of _____, by and between WILLIAMSVILLE CENTRAL SCHOOL DISTRICT (WCSD), with principal offices for the conducting of its business as a central school district in the Town of Amherst, New York at 105 Casey Road, East Amherst, New York (the "District") and TOWN OF AMHERST with a principal office for the conducting of its activities and affairs located at 5583 Main St. Amherst, NY 14221 (hereinafter referred to as the "*Town of Amherst*"), is as follows:

WHEREAS, the District may have a need from time to time because of unforeseen circumstances to obtain the use of off-site facilities for the conducting of its student classes and/or activities or to use the same as a temporary shelter of its students and have outside facilities available to it on an emergency as needed basis; and

WHEREAS, the *TOWN OF AMHERST* has various facilities under its possession and control, particularly including the lobby, public assembly areas and restrooms located in the *NORTH AMHERST RECREATION CENTER* at in East Amherst, NY and

WHEREAS, the *TOWN OF AMHERST* is willing to make its aforesaid facilities available to the District on as as-needed and as-requested basis so long as such facilities are available at the time of the District's request for the use of the same; and

NOW, THEREFORE, upon the above and foregoing premises and the other terms, covenants and agreements hereinafter set forth in this Agreement, the parties hereto by and through their respective authorized agents and representatives, hereby agree as follows:

1. The *TOWN OF AMHERST* agrees to permit the use by the District of its lobby, public assembly areas and restrooms facilities located at *NORTH AMHERST RECREATION CENTER*, New York, on such emergency occasions as the same may be requested by the District from *JULY 22, 2025*, through and including *JULY 1, 2026*, provided said facilities are otherwise not in the use or being prepared for any previously scheduled use by the Church or any of its own activities.

2. In the event of the District makes a request for the use of the *NORTH AMHERST RECREATION CENTER* aforesaid facilities and its permitted to possess and occupy said facilities, then for each such day or per thereof, the District will pay the *TOWN OF*

Attachment: DOC081225-08122025080118 (RES-2025-739 : Sheltering Agreement - Casey Middle CRS #5768)

AMHERST an amount pursuant to the actual cost of any food services provided to students and staff as deemed necessary. The District will give such notice of its intention to use the *TOWN OF AMHERST'S* facilities as is reasonably practicable, but the parties acknowledge that no particular amount of advance notice shall be required, and the District's uses of said facilities shall be subject only to the facilities availability at the time a request is made for the use thereof.

3. The district will be solely responsible for the transportation of all students to and from the facilities for their supervision while there and further agrees to hold harmless and indemnify the *TOWN OF AMHERST* from any and all losses, claims, damages, suits and/or liabilities to person or property arising from the District's use, possession and occupancy of the facilities and further agrees to name and include the *TOWN OF AMHERST* as an additional insured on the District's liability policies for the purpose of providing said indemnification and loss protection.

4. That neither this Agreement nor any part of provision thereof shall create or be constructed as creating any type of partnership or other principal and agent or any other type business relationship between the parties hereto, actually occupies the *TOWN OF AMHERST'S* aforesaid facilities.

5. That this Agreement shall be renewable every year upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective authorized agents, representatives and/or employees, have duly executed this Agreement on the day and yet set forth above.

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

By:_____ _____

DR. DARREN J. BROWN-HALL, Superintendent Date

By:_____ _____

DR. SALVATORE CURELLA , Principal Date

Attachment: DOC081225-08122025080118 (RES-2025-739 : Sheltering Agreement - Casey Middle CRS #5768)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/21/2025

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
Arthur J. Gallagher Risk Management Services, LLC
285 Delaware Ave Ste 4000
Buffalo NY 14202

License#: 0D69293

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Republic-Franklin Insurance Company	12475
INSURER B : Utica National Insurance Company of Ohio	13998
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Williamsville Central School District
105 Casey Road
East Amherst NY 14051

WILLCEN-02

COVERAGES **CERTIFICATE NUMBER:** 806297226 **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	Y		CPP5719729	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			5724731	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			5724731	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Educators Professional Liability			CPP5719729	7/1/2025	7/1/2026	Each Loss / Annual Aggregate	$1,000,000 / $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
re: Districts use of premises/facilities for all events during the policy period

The Certificate holder is included as an additional insured under form number 8E3042(NY) as required in written and executed contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: DOC081225-08122025080118 (RES-2025-739 : Sheltering Agreement - Casey Middle CRS #5768)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTION COVERAGE ENDORSEMENT

SCHEDULE*

Student Medical Expenses Limit **$0**

* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any educational institution by you or on your behalf the insurance is amended as follows:

A. NEW JERSEY LAWS

The following applies only to a policy issued to an insured for exposures which exist in New Jersey:

Such insurance as is afforded by the Policy applies to the obligations imposed upon you by N.J.S.A. 18A: 12-20; 18A: 16-6; and if permitted by law, 18A: 16-6.1.

B. STATE OF NEW YORK LAWS

The following applies only to a policy issued to an insured for exposures which exist in the State of New York:

Such insurance as is afforded by the Policy applies:

1. To the obligations imposed upon you by Sections 3023, 3028, 3811 of the Education law of the State of New York; and
2. To the obligations imposed upon you by Section 18 of the Public Officers Law of the State of New York, if you have elected, in accordance with the law, to come within its purview.

C. STUDENT MEDICAL EXPENSE EXCLUSION

The following exclusion is added to COVERAGE C (SECTION I):

We will not pay expenses for "bodily injury" to your student.

This exclusion does not apply if the Schedule above shows a Student Medical Expenses Limit.

D. HOSPITAL EXCLUSION

The following exclusion is added to COVERAGES A and B (SECTION I):

If the educational institution owns or operates a clinic or hospital, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

a. The rendering or failure to render:
   (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
   (2) Any health or therapeutic service, treatment, advice or instruction; or
   (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.
b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

The term clinic as used in this endorsement does not include an infirmary with facilities only for lodging and treatment of students.

E. EXTENDED BODILY INJURY COVERAGE

Under Paragraph **2. Exclusions** of **Section - I Coverage A**, the **Expected Or Intended Injury** exclusion is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

with its permission.
Copyright, Utica Mutual Insurance Company, 2020.

Attachment: DOC081225-08122025080118 (RES-2025-739 : Sheltering Agreement - Casey Middle CRS #5768)

(1) The use of reasonable physical force to protect oneself or other persons from physical injury;

(2) The use of reasonable physical force to protect the property of the educational institution or others; or

(3) The use of reasonable physical force to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of educational institution functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

The following is added only if the policy is issued to an insured for exposures which exist in New Jersey:

(4) The use of force which is reasonable and necessary:

(a) To quell a disturbance, threatening physical injury to others; and/or

(b) To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; and/or

(c) For the purpose of self-defense.

The following is added only if the policy is issued to an insured for exposures which exist in Georgia:

(4) Corporal punishment administered to a student by a teacher, principal, or other executive or administrative official of the school or school punishment is:

(a) Administered without malicious intent and without intent to cause injury; and

(b) Administered in compliance with the school's or the school district's regulations governing corporal punishment.

F. BODILY INJURY OR PROPERTY DAMAGE FROM POLLUTION - EDUCATIONAL INSTITUTION ACTIVITIES WITHIN BUILDINGS

Under Paragraph **2. Exclusions** of **Section - I Coverage A**, the following is added to part **(1)(a)** of the **Pollution** exclusion:

(iv) "Bodily injury" or "property damage" arising from activities and functions that are characteristic of, or distinctive to any educational institution curriculum or program which occur within buildings on educational institution premises of any insured. However, except for swimming pool chemicals that are used and stored in compliance with all applicable laws, regulations and license requirements, this exception does not apply to building operations, maintenance or repair.

This provision does not apply to exposures in the state of Vermont.

G. AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION REVISED (PROVIDES CERTAIN COVERAGES FOR NONOWNED WATERCRAFT AND MODEL AIRCRAFT)

Exclusion g. of COVERAGE A (SECTION I) is replaced by the following:

g. **Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by, or rented or loaned to, any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of students to and from schools.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) An aircraft that is:

(a) Hired, chartered or loaned to an insured with a paid crew; and

(b) Not owned by an insured;

(2) A watercraft while ashore on premises you own or rent;

(3) A watercraft you do not own that is:

(a) Not being used to carry persons or property for a charge which is intended to make a profit for your educational institution; and

(b) Not being used to furnish transportation of your students to and from schools.

Exceptions (1) and (3) to this exclusion g. do not apply, and exclusion g. is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis, except for any insurance specifically written as excess over this insurance.

(4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

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(5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(6) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph **e.(1), f.(2)** or **f.(3)** of the definition of "mobile equipment."

With respect to **(5)** above, "insured contract" does not include any contract to furnish transportation of your students to and from schools.

As used in this exclusion, aircraft means any contrivance used or designed for flight, except model rockets:

(i) Used with any educational institution curriculum or program; and

(ii) Not used or designed to carry people or cargo.

H. EXTENDED PROPERTY DAMAGE COVERAGE

a. With respect to property in your care, custody or control, the following is added to Exclusion **j.** of COVERAGE **A** (SECTION **I**):

Paragraph **(4)** of this exclusion applies only to:

(a) Liability assumed by you under any contract or agreement; or

(b) "Property damage" to property which is:

(i) Owned or occupied by or rented to you; or

(ii) Held by you for sale or entrusted to you for storage or safe keeping.

Part **(ii)** does not apply to "property damage" arising from the use of elevators.

b. Exclusion **j.(4)** under **SECTION I - COVERAGE A.** applies as follows:

(i) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.

(ii) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:

(a) To property which you have contracted to install;

(b) The direct result of the property being raised, lowered or otherwise moved by a crane;

(c) To "mobile equipment" or an "auto;"

(d) To that particular part of property which you are attempting to service or repair; or

(e) Covered by other insurance which will pay for the "property damage."

c. The following are added to exclusion **j. SECTION I - COVERAGE A.:**

(1) Paragraphs **(3)**, **(4)** and **(6)** of exclusion **j.** of **SECTION I - COVERAGE A** do not apply to the use of elevators.

(2) Paragraph **(4)** of this exclusion does not apply to "property damage," to borrowed equipment while not being used to perform operations at the job site.

This extended property damage liability coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured.

This applies to insurance such as, but not limited to, fire, extended coverage, builder's risk coverage or installation risk coverage. The other insurance condition of the policy is amended accordingly.

I. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

Under Section I - **Coverage B - Personal And Advertising Injury**, the following is added to Exclusion **e. Contractual Liability:**

This exclusion does not apply to liability for damages assumed in a contract or agreement that is an "insured contract", provided the offense causing the "personal and advertising injury" was committed subsequent to the execution of the contract or agreement.

J. FIRE, LIGHTNING OR EXPLOSION DAMAGE

a. The last paragraph of **COVERAGE A. (SECTION I)** (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

b. Paragraph **6.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

6. Subject to **5.** above, the most we will pay under **COVERAGE A.** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning strike or explosion is the greater of:

(1) $500,000; or

(2) The Damage To Premises Rented To You Limit shown in the Declarations.

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The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes in a single incident.

c. Paragraph **4.b.(1)(a)(ii)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

(ii) That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

K. SUPPLEMENTARY PAYMENTS

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. The paragraph related to bail bonds is replaced by the following which increases the limit:

Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. The paragraph related to reasonable expenses incurred by the insured at our request is replaced by the following which increases the limit:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

L. WHO IS AN INSURED (ADDS APPOINTED OR ELECTED OFFICIALS, STUDENTS FOR CERTAIN ACTIVITIES AND AUXILIARY INSTRUCTORS)

The following replaces SECTION II - WHO IS AN INSURED:

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members and your managers are also insureds, but only with respect to conduct of your business.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
   b. Your "volunteer workers" and students who participate in internships, school-to-work or other similar programs, but only while acting:
      (1) Under your direction and within the scope of duties for you; or
      (2) Under your curriculum requirements.

      When used in this Coverage Form, "students who participate in internships, school-to-work or other similar programs" means a person who is not paid a fee, salary, or other remuneration.
   c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee," "volunteer worker", auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

(1) "Bodily injury" or "personal and advertising injury":
   (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee," co-"volunteer worker" or co-instructor while that co-"employee," co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;
   (b) To the spouse, child, parent, brother or sister of that co-"employee," co-"volunteer worker" or co-instructor as a consequence of paragraph **(1)(a)** above; or
   (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(1)(b)** above.

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(2) "Property damage" to property owned, occupied or used by, rented or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are a partnership or joint venture, any partner or member;

(c) Any member or manager if you are a limited liability company.

d. Any of the following, but only with respect to their duties in connection with the positions described below:

(1) Any of your appointed or elected administrative officials;

(2) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;

(3) Any of your board members or commissioners if you are a public board or commission; or

(4) Any student teachers teaching as part of their educational requirements.

e. Any person (other than your "employee"), or any organization while acting as your real estate manager.

f. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

g. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. As used in this endorsement, the term auxiliary instructor means any person acting in a teaching capacity who is neither an employee of nor a "volunteer worker" for an insured.

4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

6. The following is added under SECTION II - WHO IS AN INSURED:

a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or

b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph **6.a.** above; is also an insured.

The insurance afforded under paragraphs **6.a.** and **6.b.** applies only if no other insurance of any kind is available to such entity for this kind of liability.

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M. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

a. Additional Insureds - By Contract, Agreement or Permit

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only with respect to liability arising out of your ongoing operations, "your work," or property owned or used by, or rented or leased to, you. The insurance afforded any additional insured under this paragraph **M.a.(1)** will be subject to all applicable exclusions or limitations described in paragraphs **M.b.(1), (2), (3)** and **(4)** and in **M.c.(1), (2), (3), (4), (5), (6)** and **(7)** below.

(2) Such insurance as is provided by paragraph **M.a.(1)** for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

The Limits of Insurance applicable to the additional Insureds are those specified in the written contract, agreement or permit or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs **M.a.(1), (2) and (3)** ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or

(b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to 'bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

(a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

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(5) **Vendor's of "Your Products"**

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

c. Such insurance as is afforded for any additional insured under paragraph **M.a.** or **b.** above is subject to all applicable exclusions of **2.** Exclusions, **COVERAGE A** (Section **I**), other than exclusion **b. Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

(1) The independent acts or omissions of such additional insured.

(2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:

(a) The occurrence of any "bodily injury" or "property damage"; or

(b) The commission of any offense which caused "personal and advertising injury."

(3) Any liability arising from construction or demolition work or operations performed for you.

(4) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

(5) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.

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(6) Any liability from "bodily injury" or "property damage," arising out of "your work," which is included in the "products-completed operations hazard." Paragraph (6) of this exclusion does not apply to such insurance as is provided by this endorsement during the policy period of the policy to which this Coverage Form is attached.

This additional exclusion **M.c.(6)** does not apply with respect to such vendors coverage as is provided under **M.b.(5)** above.

(7) Any person or organization included as an insured under any other provision of Section **C.** Who Is An Insured or included as an additional insured by any endorsement to this policy.

N. LIMITED COVERAGE FOR PROFESSIONAL HEALTH CARE SERVICES

The insurance provided under **Section I - Coverages A** and **B** is amended as follows:

1. "Bodily injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an "occurrence"; and
2. "Personal and advertising injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an offense.

For the purpose of determining the Limits of Insurance under Coverage **A** for this coverage, any act or omission together with all related acts or omissions in the furnishing of these services to any one person, will be considered one "occurrence".

The insurance provided by **1.** and **2.** above does not apply to "bodily injury" or "personal and advertising injury" caused by the willful violation of a penal statute or ordinance relating to the provision of professional health care services by or with the knowledge or consent of any insured.

O. LIMITED COVERAGE FOR BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEERS OR CO-INSTRUCTORS

1. a. The coverage provided by this Section of this endorsement is subject to the reduced limits stated below. These limits do not increase the Commercial General Liability Limits of Insurance stated in the Declarations. The reduced limits stated below are the total Limits of Insurance for all damages or medical expenses under Coverages **A** or **C** for the coverage provided by this Section of this endorsement.

Limits of Insurance for This Section:

General Aggregate Limit -	$25,000
Each Occurrence Limit -	$25,000

b. The **Employer's Liability** exclusion under Paragraph **2. Exclusions** of **Section - I Coverage A** does not apply to the coverage provided by this Section of this endorsement.

2. Subject to the reduced limits above for such coverage as is provided by this Section of this endorsement, parts **2.a., b.** and **c.** of Section **L.** of this endorsement, which modify part **2.a.** of **Section II - Who Is An Insured** of the Commercial General Liability Coverage Form, are replaced by the following:

a. Your "employees", other than your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

b. Your "volunteer workers", but only while acting:

(1) Under your direction and within the scope of duties for you; or

(2) Under your curriculum requirements.

c. Auxiliary Instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee", "volunteer worker" or auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

(1) "Personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee", co-"volunteer worker" or co-instructor while that co-"employee", co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

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(b) To the spouse, child, parent, brother or sister of that co-"employee", co-"volunteer worker" or co-instructor as a consequence of paragraph **(1)(a)** above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(1)(b)** above.

(2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are partnership or joint venture, any partner or member; or

(c) Any member or manager if you are a limited liability company.

P. **DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV - Commercial Liability Conditions, Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph **a.** applies only if one of the following knows of the "occurrence" or offense:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph **b.** will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

Q. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to **Section IV - Commercial General Liability Conditions:**

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

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R. **COVERAGE TERRITORY**

Under the **Definitions** Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

a. The United State of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or

c. All other parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in **a.** above; or

(b) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:

(a) The territory described in **a.** above;

(b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands;

or in a settlement we agree to.

S. **BODILY INJURY DEFIINITION**

Under the **Definitions** Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or

b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease; provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

T. **DAMAGE TO PROPERTY NOT PHYSICALLY INJURED**

a. Under the **Definitions** Section "impaired property" does not apply.

b. Exclusions **m.** and **n.** under **SECTION I - COVERAGE A** are replaced by the following:

m. Loss Of Use Of Tangible Property

Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

(1) A delay in or lack of performance by or on behalf of the named insured of any contract or agreement; or

(2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on behalf of the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of " your product" or "your work" after such products or work have been put to use by any person or organization other than an insured.

n. Recall Of Products, Work Or Other Property

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) Any property which includes "your product" or "your work";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

U. **PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION**

Under the **Definitions** Section, "Personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation; other than "bodily injury"; arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement";

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7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
8. Discrimination.

   As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

   But discrimination does not include:

   a. Acts of differentiation that cause injury to a person arising out of any:
      (1) Refusal to employ that person;
      (2) Termination of that person's employment; or
      (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

   b. Acts of differentiation that cause injury to the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs **(1)**, **(2)** or **(3)** above as directed.

      Paragraphs **a.** and **b.** above apply:
      (1) Whether the "insured" may be liable as an employer or in any other capacity; and
      (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   c. Acts of differentiation involving any actual or alleged:
      (1) Failure to provide an appropriate Individualized Education Program (IEP) pursuant to the Individuals with Disabilities in Education Act (IDEA) or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto; or
      (2) Violation of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Article 89 of the New York Education Law, or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto.

   In the State of New York, the word discrimination as used above only means actual or alleged conduct:
   (a) That results in disparate impact; or
   (b) That you are vicariously liable for.

V. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Section **IV - Commercial General Liability Conditions:**

If this Coverage Endorsement and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or offense, the aggregate maximum Limit of Insurance under all the Coverage Endorsements, Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Endorsement, Coverage Form or policy. This Condition does not apply to any endorsement, Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

This provision does not apply in New York.

W. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

Attachment: DOC081225-08122025080118 (RES-2025-739 : Sheltering Agreement - Casey Middle CRS #5768)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Clerk
DOC ID: 30796

COMMUNICATION 2025-80 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive

Letter from Sean Hopkins, Esq. requesting the Town Board to table the issuance of a decision during its August 18th meeting until the September 15th meeting.

8/18/2025
Referred to Town Attorney and Planning

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

August 13, 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 Town Board held a public hearing in connection with the pending request to amend the Comprehensive Plan during its meeting on July 21st and scheduled a decision date for its upcoming meeting on Monday, August 18th.

The Project Sponsor is requesting that the Town Board table the issuance of a decision during its upcoming meeting on August 18th until its meeting to be held on September 15th in order to provide the project team with additional time to evaluate additional possible modifications to the project layout.

Please contact me at 716.510-4338 or via e-mail if you have any questions regarding this letter or the status of the proposed project.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.
cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director, Town of Amherst Planning Department

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-08-13-25 (COM-2025-80 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

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-08-13-25 (COM-2025-80 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Clerk
DOC ID: 30776

COMMUNICATION 2025-81 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

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

8/18/2025
Referred to Town Attorney and Planning

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

HSM

August 7, 2025

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Proposed Mixed-Use Project – Site Plan Review [SP-2022-03A]
4300 Millersport Highway
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Cimato & Sons (the "Project Sponsor") for the purpose of requesting that the Town Board adopt a resolution during its next meeting to be held on Monday, August 18th for the purpose of approving the Project Sponsor's previous requests that the Town enter into a long-term agreement with the Project Sponsor and its successors and assigns, for the maintenance and future repairs of the on-site privately owned infrastructure.

A copy of my most recent previous letter to the Town Board dated May 20, 2025 relative to this request with Exhibits 1 and 2 is provided at Exhibit "A".

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.

cc: 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
Steve Bengart, Esq., Town Attorney
Jeff Burroughs, P.E., Town Engineer
Fred Cimato
Patricia Bittar, P.E., Wm. Schutt & Associates P.C.

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Drive, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-08-07-25 (COM-2025-81 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Exhibit "A"

Attachment: Kulpa-Ltr-08-07-25 (COM-2025-81 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

May 20, 2025

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Proposed Mixed-Use Project – Site Plan Review [SP-2022-03A]
4300 Millersport Highway
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

On April 2, 2025, I submitted a letter on behalf of Cimato & Sons (the "Project Sponsor") in connection with the above referenced mixed-use project at 4300 Millersport Highway ("Project Site"). A copy of my letter dated April 2, 2025 is provided at Exhibit "1".

As set forth in my letter dated April 2, 2025, sanitary sewer service for the approved project will be provided via private on-site sanitary sewer infrastructure improvements including but not limited to a pump station and sanitary sewer force main. The Project Sponsor has requested that the Town enter into a long-term agreement with the Project Sponsor for the maintenance and future repairs to the on-site privately owned sanitary sewer infrastructure for the project. Pursuant to the terms and conditions of the requested agreement, the Project Sponsor would be responsible for making financial payments for the purpose of ensuring the Town is reimbursed for its expenditures in connection with maintenance and future repairs of the privately owned sanitary sewer infrastructure for the project.

During its meeting on April 7, 2025, the Town Board adopted a resolution referring the pending request of the Project Sponsor to enter into a long-term agreement with the Town for maintenance and repairs to the on-site privately owned sanitary sewer infrastructure for the project to the Engineering Department and the Town Attorney's Office. A copy of the resolution adopted by the Town Board on April 7, 2025 is provided at Exhibit "2".

The Project Sponsor is requesting that the Town provide an update on the status of the review of the Project Sponsor's request to enter into a long-term agreement with the Town for maintenance and future repairs to the on-site privately owned sanitary sewer infrastructure for the project

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Drive, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-08-07-25 (COM-2025-81 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director
Steve Bengart, Esq., Town Attorney
Jeff Burroughs, P.E., Town Engineer
Fred Cimato
Patricia Bittar, P.E., Wm. Schutt & Associates P.C.

Attachment: Kulpa-Ltr-08-07-25 (COM-2025-81 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Exhibit 1

Attachment: Kulpa-Ltr-08-07-25 (COM-2025-81 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

HSM

April 2, 2025

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Proposed Mixed-Use Project – Site Plan Review [SP-2022-03A]
4300 Millersport Highway
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Cimato & Sons (the "Project Sponsor") in connection with the above referenced mixed-use project at 4300 Millersport Highway ("Project Site"). As the Town Board is aware, sanitary sewer service for the approved project will be provided via private on-site sanitary sewer infrastructure improvements including but not limited to a pump station and sanitary sewer force main.

The Project Sponsor is that the Town enter into a long-term agreement with the Project Sponsor for the maintenance and future repairs to the on-site privately owned sanitary sewer infrastructure for the project. Pursuant to the terms and conditions of the requested agreement, the Project Sponsor would be responsible for making financial payments for the purpose of ensuring the Town is reimbursed for its expenditures in connection with maintenance and future repairs of the privately owned sanitary sewer infrastructure for the project.

The Project Sponsor is requesting that this request be referred to the appropriate Town Departments for their input during the upcoming meeting of the Town Board to be held on Monday, April 7th at 7:00 p.m.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.
cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-08-07-25 (COM-2025-81 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director
Steve Bengart, Esq., Town Attorney
Jeff Burroughs, P.E., Town Engineer
Fred Cimato
Patricia Bittar, P.E., Wm. Schutt & Associates P.C.

Attachment: Kulpa-Ltr-08-07-25 (COM-2025-81 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Exhibit 2

Attachment: Kulpa-Ltr-08-07-25 (COM-2025-81 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

Town of Amherst
Erie County, New York

Referred
Apr 7, 2025 7:00 PM

Communication
COM-2025-33

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

Information

Department: Town Clerk
Category: Communications
Sponsors:

Attachments

Printout
Kulpa-Ltr-04-02-25

Body

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

4/7/2025
Referred to Town Attorney & Planning

Meeting History

Apr 7, 2025 7:00 PM **Town Board** **Regular Meeting of the Town Board**

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

Discussion

Add Comment

Powered by Granicus

Attachment: Kulpa-Ltr-08-07-25 (COM-2025-81 : Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Clerk
DOC ID: 30799

COMMUNICATION 2025-82 **REFERRED**

Correspondence from Joe Voytovich - Sidewalks

Letter from Joe Voytovich regarding the sidewalks at 2365 Sweet Home Road.

8/18/2025
Referred to Town Attorney, Planning, Highway, Engineering and Traffic & Safety

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

August 13, 2025

Amherst Town Board
5583 Main Street
Williamsville, New York 14221

RE: Sidewalks at 2365 Sweet Home Road

Members of the Amherst Town Board,

On Monday, August 11, 2025 I was driving home, northbound on Sweet Home Road at about 8:45 pm. As I was passing N Ellicott Creek Road, I saw a glimpse of something moving on the side of the curbed road. It was a bicyclist along with another just passed him. I was able to move over in plenty of time for a safe clearance.

But what if I didn't notice him riding, or what if there was a truck along side of me when I tried to swerve? When I got home, I wanted to talk to the people riding there, so I took my bike to Sweet Home and waited for them to come by. I stopped the one still riding there and talked to him (a Sweet Home High School student) about the dangers of riding in a road with 4 lanes of traffic at a posted speed limit of 45 MPH. He told me of other friends who had problems there; one who bumped against the curb and fell along the side the road, and another who tried riding on the ground next to the road and fell there also.

I posted my concerns on Facebook and had others tell me their stories of their children experiencing the same troubles with that stretch of road. One mother said her daughter would cross Sweet Home 3 times going to the high school to try to stay on stretches of sidewalks, but crossing a 4 lane road during rush hours is in itself dangerous at times also. I myself ride in this section many times during the summer and will NOT ride in the road and instead keep on the grass, which is bumpy and not at all easy to follow.

This stretch extends for about 730 feet. The property owners of this section (from north to south) are Amherst, National Grid, Ashley Gardens Apartments, and a private resident, whose home is on N Ellicott Creek Road. (See attachments for maps of the area.) None of these property owners has any interest in having a sidewalk built there, but the public interest is intense for having a safe and easy method of walking or biking down a very busy roadway.

Attachment: Sidewalk Comment 8-13-2025 (COM-2025-82 : Correspondence from Joe Voytovich - Sidewalks)

I have talked with the Amherst Planning Department and have been given the forms for requesting a sidewalk in this area. The first step would be to have Erie County issue a permit for the construction, since they own Sweet Home Road in that section. A resident petition would be the next step. After that though, we run into a real logjam. The town's schedule on sidewalk applications end on June 1 of each year. This would entail us waiting until NEXT YEAR for the process to start. After that, it is a protracted process still with various meetings going on through the fall, winter and into the spring before any construction would start that next summer. This would delay the build for two more years.

Why was this sidewalk work not done in the past? The apartments were built in 2011 – 14 years ago. Why did they not put in sidewalks there at that time? With the lots of Amherst and National Grid, this would have covered about 60% of that stretch. We need a modified process for this project to protect students travelling down to the school and other areas to the south. Seeing those boys out there and hearing these other stories really brought out the urgency on making that roadway safe. If an serious accident did happen there, others will notice the danger there and the Town of Amherst could be held liable for not assuring the safety of its residents for the minimal cost needed for a sidewalk.

We have spent millions for parks, yet can't pay for a sidewalk. We need to move on this now.

Joe Voytovich

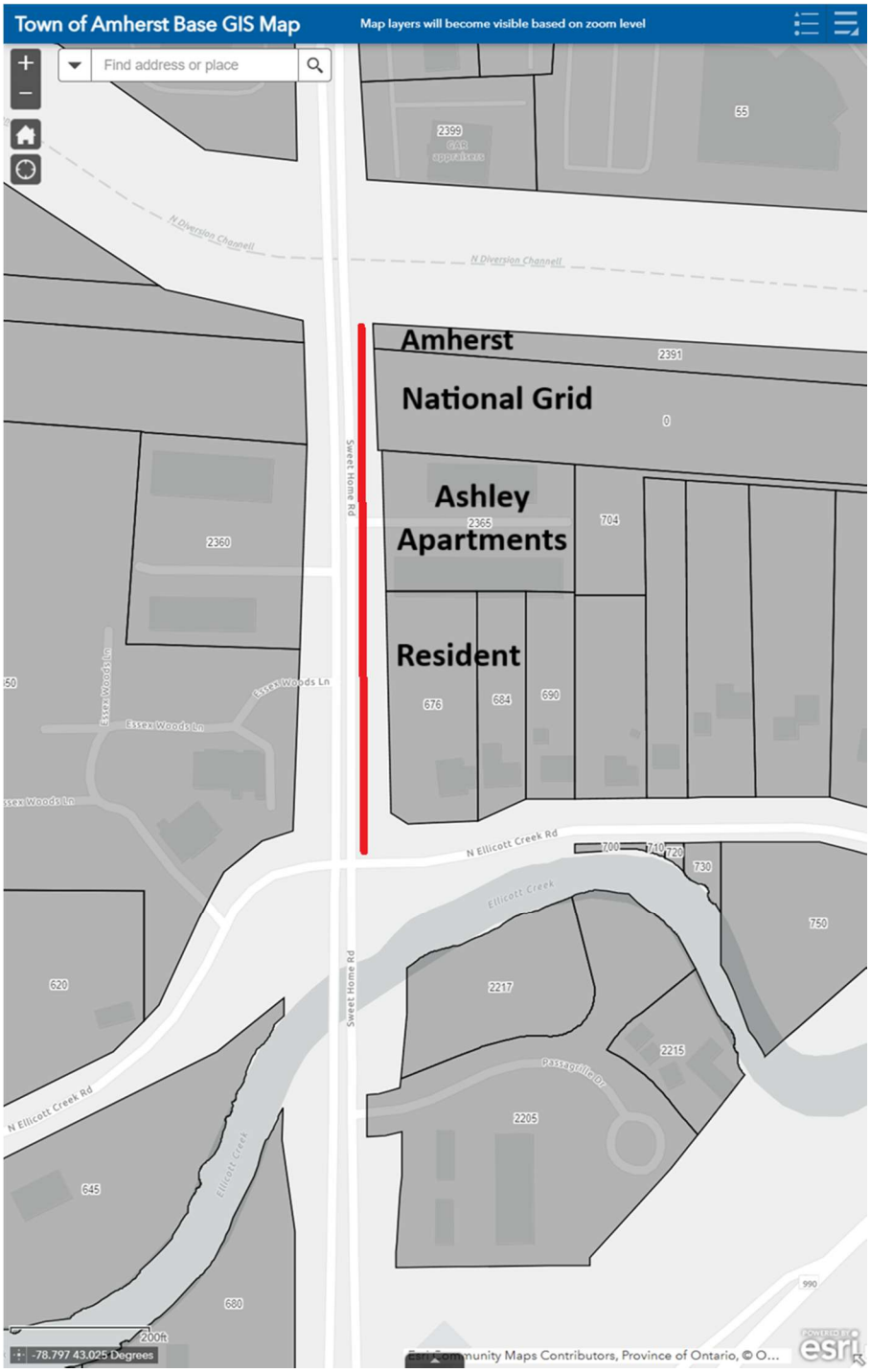
Attachment: Sidewalk Comment 8-13-2025 (COM-2025-82 : Correspondence from Joe Voytovich - Sidewalks)

Map of Sidewalk Gap



Attachment: Sidewalk Comment 8-13-2025 (COM-2025-82 : Correspondence from Joe Voytovich - Sidewalks)

Map of Property Owners



Attachment: Sidewalk Comment 8-13-2025 (COM-2025-82 : Correspondence from Joe Voytovich - Sidewalks)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Clerk
DOC ID: 30747

COMMUNICATION 2025-83 **REFERRED**

Notice of Claim: Progressive A/S/O Nicole M Heckler Vs. Town of Amherst

8/18/2025
Referred to Town Attorney

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

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (877)818-0139
Fax: (888) 781-6947

Notice of Intent to File Claim
7/29/2025 7:34:00 AM
Certified Mail Return Receipt Requested

TOWN CLERK,
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

Your Client: CYNTHIA GRIFFIN
Your Claim Number:NA
Our Insured:NICOLE M HECKLER
Our Claim Number:25-599296469
Amount Subject to Reimbursement:$35,572.98 OPEN ($34,111.91 COLL + $1,461.07 PIP OPEN + $0.00 UIM OPEN)
Amount of Insured's Deductible:$1,000.00

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: N FOREST RD & WILTSHIRE RD AMHERST, NY ERIE, USA
Date and Time of Loss:05/20/2025, 09:00 AM ET

Description of Loss: OUR INSURED WAS TRAVELING AT N FOREST RD & WILTSHIRE RD, IN AMHERST, NY WHEN A TOWN VEHICLE, OPERATED BY CYNTHIA GRIFFIN, FAILED TO MAINTAIN PROPER LOOKOUT, AND YIELD THE RIGHT OF WAY, IMPROPERLY ATTEMPTED TO MERGE MERGING ENTERING THE ROADWAY AND STRUCK OUR INSURED'S VEHICLE. WE ARE SEEKING REIMBURSEMENT FOR OUR INSURED'S VEHICLE DAMAGES.

Please make your draft payable to" Progressive Advanced Insurance Company as subrogee of NICOLE M HECKLER ", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

X _____
Progressive Subrogation
Progressive Advanced Insurance Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

AUG 5 2025 AM 10:1

Sworn to me and subscribed in my presence this 29 day of July 2025

_____
NOTARY PUBLIC

KELLI ZNIDARSIC
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 08-01-26
STATE OF OHIO

Attachment: DOC080525-08052025101014 (COM-2025-83 : Notice of Claim: Progressive A/S/O Nicole M Heckler Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Clerk
DOC ID: 30766

COMMUNICATION 2025-84 **REFERRED**

Notices of Petition to Review Tax Assessments

The following Notices of Petition to Review Tax Assessments were received at the Town Clerk's office:

Autozone Inc #6497
Public Storage a/k/a Storage Equities, Inc.
Public Storage, Inc.
Public Storage Prop VI
Juri Properties LLC
Robert Marin & Celeste de Schulthess Marin Family Trust
Amherst Station II LLC
Taksum Associates LLC; Architectural Elements LLC
Nathaniel P. Billings
76 Brice Landing LLC
Clover Communities Sweethome, LLC
Dipaola Properties LLC
Sheridan Center LLC
11 Sean Riley Ct LLC
Parashar & Bhatnagar LLC & Akash Parashar
WNY Real Estate Group Equities III, LLC & WNY Real Estate Group LLC
Reist Street Realty, LLC
Amherst II VF LLC
FCJA, LLC
John F. Gowen III
Jens Ponikau & Ragna Ponikau
Mohammad Qasaymeh
1185 Sweet Home Road (NY)
SEC Main Union Associates, LLC
Trancom, LLC
Blvdcon, LLC
4575 Main Street LLC
570 DAB 3, LLC
Delta Sonic Car Wash Systems, Inc.
MMAC HT II Amherst NY, LLC
570 Associates XVIII, LLC
Donna Warzala
Amherst NY Properties KP6 LLC
Aldi Inc. (New York)
Amherst Care Group LLC & Sunshine Retirement Living LLC
200 Bassett Road, LLC, 245 Bassett Road, LLC, 111 Saint Gregory Court, LLC & 4459 Bailey Avenue, LLC
Amherst Lodging Partners LLC
Christopher O'Brien
3D Partners LLC
Thomas M. Mercure
Neil Cuomo
440 LeBrun Road LLC

Larry J Skerker & Catherine K Skerker
Park Place Condominium
Lamplighter Condominium
Mill Manor Condominium
Pomeroy Lane Condominium
Beacon Park Condominium
Nottingham Village East Condominium
Nottingham Village Condominium
Sunmist Square Condominium
Interwest Holding I LLC
2150 Wehrle Drive LLC
One John James Holdings LLC
Getzville Plaza 2006 LLC
ALS Main & Transit LLC; The Plaza at Transit LLC
335 GB LLC; Anthony B. Habib & Becky A. Machado & Amelia J. Habib
Park Lane Court by Noah Yellen
Nicholas Ingold
68 Forestglen LLC
Amherst Medical Park Inc
Jemal's Boulevard LLC
296 Main, LLC
Christopher Ritter & Vivian L. Lindfield
Yunus Kumek & Nabawia Osman; Colorful Flowers LLC; Calm Rose LLC
MPD Development LLC; David Sutton & Kristine Sutton; Sutton Property Development LLC; 261 Cadman Drive LLC; 5409 Associates LLC; California Drive LLC; David J Sutton

8/18/2025
Referred to Town Attorney

RESULT:	**REFERRED [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: 08/18/25 07:00 PM
Department: Town Clerk
DOC ID: 30735

COMMUNICATION 2025-85

REFERRED

Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.

8/18/2025
Referred to Town Attorney

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

FILED: ERIE COUNTY CLERK 07/21/2025 08:48 AM INDEX NO. 812434/2025
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 07/21/2025

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

BRADLEY ENSMINGER

Plaintiff,

v.

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221,

COUNTY OF ERIE
92 Franklin Street, Room 1634
Buffalo, New York 14202,

ACCENT STRIPE, INC.
3275 North Benzing Road
Orchard Park, New York 14127,

Defendants.

SUMMONS

Index No:

Plaintiff Demands a Trial by Jury of All Issues

JUL 31 2025 AM 10:3

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HERBY SUMMONED, to answer the complaint in this action, and to serve a copy of your answer, or, if the summons is not served with a complaint, to serve a notice of appearance, on the Plaintiff's attorney within twenty (20) days after service of this summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Erie County is designated as the place of trial based upon the residence of both the Plaintiff and the Defendants.

Attachment: DOC080125-080120250956222 (COM-2025-85 : Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.)

FILED: ERIE COUNTY CLERK 07/21/2025 08:48 AM INDEX NO. 812434/2025
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 07/21/2025

DATED: July 21, 2025
Williamsville, New York

Yours Respectfully,

Christina M. Gullo, Esq.
THE KANTOR GULLO LAW FIRM, PLLC
Attorneys for the Plaintiff
348 Harris Hill Road, Suite A
Williamsville, NY 14221
(716) 626-0404

TO: TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

COUNTY OF ERIE
92 Franklin Street, Room 1634
Buffalo, New York 14202

ACCENT STRIPE, INC.
3275 North Benzing Road
Orchard Park, New York 14127

Attachment: DOC080125-080120250956222 (COM-2025-85 : Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.)

FILED: ERIE COUNTY CLERK 07/21/2025 08:48 AM INDEX NO. 812434/2025
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 07/21/2025

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

BRADLEY ENSMINGER,

Plaintiff,

v.

TOWN OF AMHERST, COUNTY OF ERIE, and ACCENT STRIPE, INC.,

Defendants.

VERIFIED COMPLAINT

Index No:

Plaintiff Demands a Trial by Jury of All Issues

NOW COMES the Plaintiff, BRADLEY ENSMINGER, by and through his attorneys, THE KANTOR GULLO LAW FIRM, PLLC, as for his Verified Complaint against the Defendants, TOWN OF AMHERST, COUNTY OF ERIE, and ACCENT STRIPE, INC., states as follows:

1. That at all times hereinafter mentioned, the Plaintiff, BRADLEY ENSMINGER, was and still is a resident of the

2. That upon information and belief, and at all times mentioned herein, the Defendant, TOWN OF AMHERST, was and is a duly organized and constituted municipal identity and governmental subdivision of the State of New York, with main offices located in the County of Erie, and State of New York.

3. That upon information and belief, and at all times mentioned herein, the Defendant, COUNTY OF ERIE, was and is a duly organized and constituted municipal identity and governmental subdivision of the State of New York, with main offices located in the County of Erie, and State of New York.

Attachment: DOC080125-08012025095622 (COM-2025-85 : Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.)

FILED: ERIE COUNTY CLERK 07/21/2025 08:48 AM INDEX NO. 812434/2025
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 07/21/2025

4. That upon information and belief, and at all times mentioned herein, the Defendant, ACCENT STRIPE, INC., is a domestic business corporation maintaining a principal place of business in the County of Erie, located at: 3275 North Benzing Road, Orchard Park, New York 14127.

5. The incident giving rise to this claim occurred on or about the 20th day of July, 2024, at approximately 5:45 p.m., at or about the intersection of Sheridan Drive (also known as Route 324) and Sweet Home Road in the Town of Amherst, County of Erie, and State of New York, property that, upon information and belief, is owned, sponsored, inspected, maintained, studied, and patrolled by the Defendants, TOWN OF AMHERST and COUNTY OF ERIE, their agents, servants, and/or employees.

6. That upon information and belief, on and for some time prior to July 20, 2024, the Defendant, ACCENT STRIPE, INC., performed roadwork, pavement resurfacing, and/or striping on or about the intersection of Sheridan Drive and Sweet Home Road.

7. The amount of damages in this claim exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT TOWN OF AMHERST

8. The Plaintiff repeats, reiterates, and realleges each and every allegation set forth in paragraphs "1" through "7" inclusive of this complaint, with the same force and effect as though fully set forth herein.

9. On or about August 13, 2024, a Verified Notice of Intention to File a Claim was filed against the Defendant, TOWN OF AMHERST.

10. The Verified Notice of Intention to File a Claim was served within ninety (90) days after the cause of action in this matter accrued.

Attachment: DOC080125-080120250956222 (COM-2025-85 : Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.)

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11. A hearing was conducted by the Defendant, TOWN OF AMHERST, pursuant to General Municipal Law 50-h on December 20, 2024.

12. Thirty (30) days have elapsed since that claim has been filed and the claims have not been adjusted to resolution.

13. This action was timely commenced within one year and ninety days after the cause of action herein accrued.

14. The claim of the Plaintiff, BRADLEY ENSMINGER, is for personal injuries and damages, including but not limited to: past and future lost wages, past and future medical expenses, and past and future pain and suffering, and disfigurement.

15. That upon information and belief, on or about July 20, 2024, at approximately 5:45 p.m., the Plaintiff, BRADLEY ENSMINGER, while operating his 2017 Harley Davidson Motorcycle, bearing the New York License Plate Number: 10RT30, was traveling on Sweet Home Road, intending to make a right-hand turn onto Sheridan Drive. While operating the aforementioned 2017 Harley Davidson Motorcycle, the Plaintiff encountered glass beads and/or residual debris in the roadway causing him to lose control of his motorcycle and be ejected onto the road, sustaining both personal injuries and property damages as a result.

16. That upon information and belief, the incident giving rise to this claim occurred on or about the 20th day of July, 2024, on or about the intersection of Sheridan Drive and Sweet Home Road in the Town of Amherst, County of Erie, and State of New York, property that, upon information and belief, is owned, sponsored, inspected, maintained, studied and patrolled by the Defendant, TOWN OF AMHERST.

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17. As a result of the aforementioned, the Plaintiff, BRADLEY ENSMINGER, sustained injuries including but not limited to the following: his bilateral lower extremities with resulting scarring, and disfigurement. The Plaintiff reserves the right to claim an aggravation and/or exacerbation of any pre-existing condition.

18. The Plaintiff, BRADLEY ENSMINGER, sustained severe personal injuries due to the negligence, recklessness, and carelessness in the acts or omissions to act by the Defendant, TOWN OF AMHERST, their agents, servants, and/or employees, for their: (1) failure to inspect, maintain, study, and/or repair the roadway; (2) failure to study the road; (3) failure to guard; (4) failure to warn; (5) failure to address prior complaints; and (6) violation of the Defendant's special duty and/or proprietary functions.

19. The incident and injuries to Plaintiff, BRADLEY ENSMINGER, resulted from the negligence, recklessness, and carelessness in the acts or omissions to act, by the Defendant, TOWN OF AMHERST, their agents, servants, and/or employees, without any negligence on the part of the Plaintiff contributing hereto.

20. The subject incident was reported to the Amherst Police Department, and reports were filed with them.

21. As a result of the serious injuries sustained by the Plaintiff, BRADLEY ENSMINGER, the Plaintiff has and will suffer: past and future medical expenses; past and future pain and suffering; past and future lost wages; inability to perform household duties; inability to perform normal activities of daily living; susceptibility to future injury; disfigurement; and will suffer additional damages into the future.

22. The amount of damages in this claim exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

Attachment: DOC080125-080120250956222 (COM-2025-85 : Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.)

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23. The limitations of liability set forth in Article 16 of the Civil Practice Law and Rules (hereinafter, "CPLR") do not apply to this action since this action falls within one or more of the exceptions set forth in CPLR § 1602.

24. That the Plaintiff, BRADLEY ENSMINGER, demands a trial by jury of all issues.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT COUNTY OF ERIE

25. The Plaintiff repeats, reiterates, and realleges each and every allegation set forth in paragraphs "1" through "24" inclusive of this complaint, with the same force and effect as though fully set forth herein.

26. On or about August 13, 2024, a Verified Notice of Intention to File a Claim was filed against the Defendant, COUNTY OF ERIE.

27. The Verified Notice of Intention to File a Claim was served within ninety (90) days after the cause of action in this matter accrued.

28. A hearing was conducted by the Defendant, COUNTY OF ERIE, pursuant to General Municipal Law 50-h on December 20, 2024.

29. Thirty (30) days have elapsed since that claim has been filed and the claims have not been adjusted to resolution.

30. This action was timely commenced within one year and ninety days after the cause of action herein accrued.

31. The claim of the Plaintiff, BRADLEY ENSMINGER, is for personal injuries and damages, including but not limited to: past and future lost wages, past and future medical expenses, and past and future pain and suffering, and disfigurement.

Attachment: DOC080125-080120250956222 (COM-2025-85 : Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.)

FILED: ERIE COUNTY CLERK 07/21/2025 08:48 AM INDEX NO. 812434/2025
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32. That upon information and belief, on upon information and belief, on or about July 20, 2024, at approximately 5:45 p.m., the Plaintiff, BRADLEY ENSMINGER, while operating his 2017 Harley Davidson Motorcycle, bearing the New York License Plate Number: 10RT30, was traveling on Sweet Home Road, intending to make a right-hand turn onto Sheridan Drive (also known as Route 324). While operating the aforementioned 2017 Harley Davidson Motorcycle, the Plaintiff encountered glass beads and/or residual debris in the roadway causing him to lose control of his motorcycle and be ejected onto the road, sustaining both personal injuries and property damages as a result.

33. That upon information and belief, the incident giving rise to this claim occurred on or about the 20th day of July, 2024, on or about the intersection of Sheridan Drive and Sweet Home Road in the Town of Amherst, County of Erie, and State of New York, property that, upon information and belief, is owned, sponsored, inspected, maintained, studied and patrolled by the Defendant, COUNTY OF ERIE.

34. As a result of the aforementioned, the Plaintiff, BRADLEY ENSMINGER, sustained injuries including but not limited to the following: his bilateral lower extremities with resulting scarring, and disfigurement. The Plaintiff reserves the right to claim an aggravation and/or exacerbation of any pre-existing condition.

35. The Plaintiff, BRADLEY ENSMINGER, sustained severe personal injuries due to the negligence, recklessness, and carelessness in the acts or omissions to act by the Defendant, COUNTY OF ERIE, their agents, servants, and/or employees, for their: (1) failure to inspect, maintain, study, and/or repair the roadway; (2) failure to study the road; (3) failure to guard; (4) failure to warn; (5) failure to address prior complaints; and (6) violation of the Defendant's special duty and/or proprietary functions.

Attachment: DOC080125-080120250956222 (COM-2025-85 : Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.)

FILED: ERIE COUNTY CLERK 07/21/2025 08:48 AM INDEX NO. 812434/2025
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36. The incident and injuries to Plaintiff, BRADLEY ENSMINGER, resulted from the negligence, recklessness, and carelessness in the acts or omissions to act, by the Defendant, COUNTY OF ERIE, their agents, servants, and/or employees, without any negligence on the part of the Plaintiff contributing hereto.

37. The subject incident was reported to the Amherst Police Department, and reports were filed with them.

38. As a result of the serious injuries sustained by the Plaintiff, BRADLEY ENSMINGER, has and will suffer past and future medical expenses; past and future pain and suffering; past and future lost wages; inability to perform household duties; inability to perform normal activities of daily living; susceptibility to future injury; disfigurement; and will suffer additional damages into the future.

39. The amount of damages in this claim exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

40. The limitations of liability set forth in Article 16 of the CPLR do not apply to this action since this action falls within one or more of the exceptions set forth in CPLR § 1602.

41. That the Plaintiff, BRADLEY ENSMINGER, demands a trial by jury of all issues.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT ACCENT STRIPE, INC.

42. The Plaintiff repeats, reiterates, and realleges each and every allegation set forth in paragraphs "1" through "41" inclusive of this complaint, with the same force and effect as though fully set forth herein.

Attachment: DOC080125-080120250956222 (COM-2025-85 : Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.)

FILED: ERIE COUNTY CLERK 07/21/2025 08:48 AM INDEX NO. 812434/2025
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43. That upon information and belief, the incident giving rise to this claim occurred on or about the 20th day of July, 2024, at approximately 5:45 p.m., on or about the intersection of Sheridan Drive (also known as Route 324) and Sweet Home Road in the Town of Amherst, County of Erie, and State of New York.

44. That upon information and belief, on and prior to July 20, 2024, the Defendant, ACCENT STRIPE, INC., contracted with the State of New York and New York State Department of Transportation to perform pavement resurfacing and/or striping pursuant to project D265000.

45. That upon information and belief, on and prior to July 20, 2024, the Defendant, ACCENT STRIPE, INC., performed roadwork, including but not limited to pavement resurfacing and/or striping, on or about the intersection of Sheridan Drive and Sweet Home Road. Said work was performed in a negligent, reckless, and carless manner in that Defendant, ACCENT STRIPE, INC., its agents, servants, and/or employees, failed to properly inspect and maintain the roadway surface so that it was free of roadway defects, including but not limited to: remaining debris and/or glass beads, and that the aforementioned caused the injuries sustained by the Plaintiff, BRADLEY ENSMINGER on or about July 20, 2024.

46. That upon information and belief, on or about July 20, 2024, at approximately 5:45 p.m., the Plaintiff, BRADLEY ENSMINGER, while operating his 2017 Harley Davidson Motorcycle, bearing the New York License Plate Number: 10RT30, was traveling on Sweet Home Road, intending to make a right-hand turn onto Sheridan Drive (also known as Route 324). While operating the aforementioned 2017 Harley Davidson Motorcycle, the Plaintiff encountered glass beads and/or residual debris in the roadway causing him to lose control of his motorcycle and be ejected onto the road, sustaining both personal injuries and property damages as a result.

Attachment: DOC080125-080120250956222 (COM-2025-85 : Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.)

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47. The subject incident was reported to the Amherst Police Department, and reports were filed with them.

48. As a result of the aforementioned, negligence, recklessness, and carelessness by the Defendant, ACCENT STRIPE, INC., their agents, servants, and/or employees, the Plaintiff, BRADLEY ENSMINGER, sustained injuries including but not limited to the following: his bilateral lower extremities with resulting scarring, and disfigurement. The Plaintiff reserves the right to claim an aggravation and/or exacerbation of any pre-existing condition.

49. As a result of the serious injuries sustained by the Plaintiff, BRADLEY ENSMINGER, has and will suffer past and future medical expenses; past and future pain and suffering; past and future lost wages; inability to perform household duties; inability to perform normal activities of daily living; susceptibility to future injury; disfigurement; and will suffer additional damages into the future.

50. The Plaintiff, BRADLEY ENSMINGER, sustained severe personal injuries due to the negligence, recklessness, and carelessness in the acts or omissions to act by the Defendant, ACCENT STRIPE, INC. their agents, servants, and/or employees, for their: (1) failure to properly inspect and maintain the roadway surface so that it was free of roadway defects, including but not limited to: remaining debris and/or glass beads; and (2) failure to post and/or warn of the aforementioned dangerous condition that caused the injuries sustained by the Plaintiff, BRADLEY ENSMINGER on or about July 20, 2024.

51. The incident and injuries to Plaintiff, BRADLEY ENSMINGER, resulted from the negligence, recklessness, and carelessness in the acts or omissions to act, by the Defendant, ACCENT STRIPE, INC., their agents, servants, and/or employees, without any negligence on the part of the Plaintiff contributing hereto.

Attachment: DOC080125-080120250956222 (COM-2025-85 : Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.)

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52. As a result of the serious injuries sustained by the Plaintiff, BRADLEY ENSMINGER, the Plaintiff has and will suffer past and future medical expenses; past and future pain and suffering; past and future lost wages; susceptibility to future injury; and disfigurement.

53. The amount of damages in this claim exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

54. The limitations of liability set forth in Article 16 of the CPLR do not apply to this action since this action falls within one or more of the exceptions set forth in CPLR § 1602.

55. That the Plaintiff, BRADLEY ENSMINGER, demands a trial by jury of all issues.

WHEREFORE, the Plaintiff, BRADLEY ENSMINGER, demands judgment against the Defendants, TOWN OF AMHERST, COUNTY OF ERIE, and ACCENT STRIPE, INC., in an amount to be determined by a jury upon of this action, together with the costs of disbursements of the action, with any and all further relief as this court deems just and proper.

Dated: July 21, 2025
Williamsville, New York

Yours Respectfully,

Christina M. Gullo, Esq.
THE KANTOR GULLO LAW FIRM, PLLC
Attorneys for the Plaintiff
348 Harris Hill Road, Suite A
Williamsville, NY 14221
(716) 626-0404

TO: TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

Attachment: DOC080125-080120250956222 (COM-2025-85 : Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.)

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COUNTY OF ERIE
92 Franklin Street, Room 1634
Buffalo, New York 14202

ACCENT STRIPE, INC.
3275 North Benzing Road
Orchard Park, New York 14127

Attachment: DOC080125-080120250956222 (COM-2025-85 : Summons and Verified Complaint: Bradley Ensminger Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30810 **RESOLUTION 2025-740** **ADOPTED**

Travel Request

SUSPENSION AGENDA ITEM: August 18, 2025

TO: Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: August 15, 2025

RE: Suspension Item for Town Board meeting of 8/18/25

Authorize Youth and Recreation Department Employees, Roseanne McCarthy and Anne Rohrer, to attend the CADCA Mid-Year Training Institute in Nashville, TN from 7/20/25 through 7/24/25.

This training is REQUIRED as a condition of CRS #5034, approved via RES 2024-720 on September 3, 2024.

8/18/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

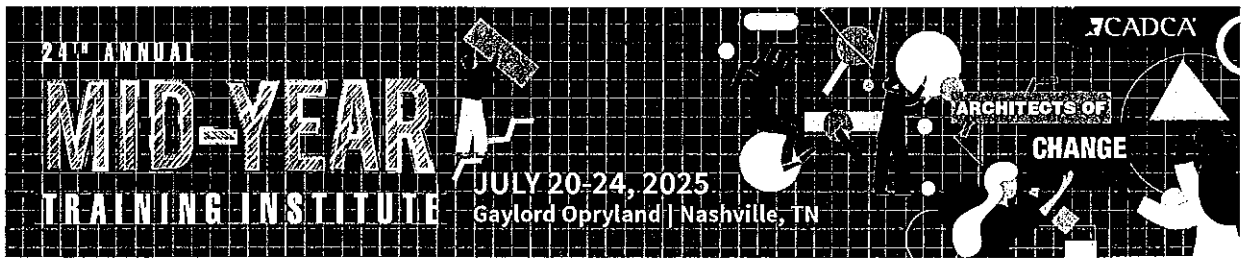
A 7257.4040: up to $7,400. Training in 2025 Budget.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Pouli, Mary-Diana

From: General Price <news@cadca.org>
Sent: Monday, June 9, 2025 9:29 AM
To: Pouli, Mary-Diana
Subject: [CAUTION: SUSPECT SENDER] Join Us at Mid-Year: Empower, Connect, and Prepare for the Challenges Ahead

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.



Dear Friends,

I'm reaching out personally to invite you to **CADCA's Mid-Year Training Institute**, taking place July 20-24 in Nashville, Tennessee. This event has always been a cornerstone for our field; a place to gather, learn, and grow together. This year, its importance cannot be overstated.

Amid looming budget cuts that threaten prevention efforts, this event is more than a conference, it's our rallying point. It's where we build collective strength to protect and advance the work that we all believe in.

Over four days, you'll gain hands-on training, cutting-edge insights, and access to national experts and peers tackling today's toughest challenges. The depth and breadth of sessions ensure you will walk away with the latest and greatest in the art and science of prevention. Some of the exciting sessions we have in store for you include:

- Cultivating Partners for Cannabis Prevention Policy
- Data-Driven Strategies to Tackle Cheap, High-ABV Alcohol
- Anti-Stigma Training and Innovation in Prevention
- Plus, an exclusive screening of Can't Look Away, a powerful film that exposes the real-world consequences of dangerous social media algorithms and join us as we unpack how these trends affect our prevention efforts.

We're also thrilled to host dedicated youth sessions designed to empower the next generation to lead. With the addition of robust international programming, this event bridges global perspectives with our local impact.

Along with training, you'll also have countless opportunities to connect with colleagues from across the country, and the world, who may have already solved the challenges you're facing.

Attachment: CADCA Travel Y&R (RES-2025-740 : Travel Request)

These connections are invaluable, because prevention is not a solitary journey, it's a collective effort that thrives on collaboration and shared wisdom.
Mid-Year is all about empowerment, connection, and renewed commitment. Together, we can meet today's challenges and continue making a meaningful impact in the communities we serve. I look forward to seeing you in Nashville and sharing this transformative week with you.



Major General Barrye Price (Ret.)
President & CEO, CADCA

Register Here

CADCA Members save $200 or more on registration fees. Learn more and join here.

CADCA
(703) 706-0560

Unsubscribe

Attachment: CADCA Travel Y&R (RES-2025-740 : Travel Request)

Sunday, July 20	
4:00 PM - 7:00 PM	Registration Open
5:00 PM - 6:30 PM	Welcome Reception, Table-Top Displays, & CADCA Corner Open
Monday, July 21	
7:00 AM - 4:00 PM	Registration, Table-Top Displays, & CADCA Corner Open
7:30 AM - 8:15 AM	Networking Continental Breakfast
8:30 AM - 10:00 AM	Adult Opening Plenary
8:30 AM - 10:00 AM	Youth Opening Plenary
10:30 AM - 12:00 PM	Adult Training Sessions & HOSA Presentations
1:00 PM - 2:00 PM	Lunch on Your Own
2:00 PM - 3:30 PM	Adult & Youth Training Sessions
3:30 PM - 4:00 PM	Networking Refreshment Break
4:00 PM - 5:30 PM	Adult & Youth Training Sessions
8:00 PM - 10:00 PM	Youth Meetup & Chill
Tuesday, July 22	
7:30 AM - 8:15 AM	Networking Continental Breakfast
7:30 AM - 4:00 PM	Registration, Table-top Displays, & CADCA Corner Open
8:30 AM - 12:00 PM	Adult and Youth Training Sessions
10:00 AM - 10:30 AM	Networking Refreshment Break
12:00 PM - 1:30 PM	Lunch on Your Own
1:30 PM - 5:00 PM	Adult and Youth Training Sessions
3:00 PM - 3:30 PM	Networking Refreshment Break
Wednesday, July 23	
7:30 AM - 8:15 AM	Networking Continental Breakfast
7:30 AM - 4:00 PM	Registration, Table-top Displays, & CADCA Corner Open
8:30 AM - 12:00 PM	Adult and Youth Training Sessions
10:00 AM - 10:30 AM	Networking Refreshment Break
12:00 PM - 1:30 PM	Lunch on Your Own
1:30 PM - 5:00 PM	Adult & Youth Training Sessions
3:00 PM - 3:30 PM	Networking Refreshment Break
8:00 PM - 10:00 PM	Youth Talent Show
Thursday, July 24	
7:30 AM - 8:15 AM	Networking Continental Breakfast
8:30 AM - 12:00 PM	Adult & Youth Training Sessions
8:30 AM - 12:00 PM	Registration, Table-top Displays, & CADCA Corner Open

Attachment: CADCA Travel Y&R (RES-2025-740 : Travel Request)

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

REVISED 05/08/2023

- [ ] Travel in New York State and under $750 - Department Head Approval
- [ ] Travel in New York State $750 and over - Department Head Approval and Town Board Approval
- [X] Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Roseanne McCarthy	**6148**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
7/20/2025	**7/24/2025**	**Nashville, TN**	**CADCA Mid-Year Training as required by CRS #5034**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	**$850.00**		
Lodging:			
4 # nights @ **$325.00**	**$1,300.00**		
Meals:			
3 IRS Per Diem Per Day **$86.00**	**$258.00**		
2 1st & Last Day of Travel @ 75%	**$129.00**		
0 # Breakfasts @ **$0.00**	**$0.00**		
0 # Lunches @ **$0.00**	**$0.00**		
0 # Dinners @ **$0.00**	**$0.00**		
3 # Incidentals @ **$5.00**	**$15.00**		
Registration/Conference Fee	**$750.00**		
Other			
Subtotal	**$3,302.00**		N/A
Contingency - 10% of subtotal or $200	**$200.00**		N/A
TOTAL	**$3,502.00**		

Request Approved By:

Mary Daia Rossi

Department Head Signature

7/1/25

Date

Town Board :

Date of Town Board Approval

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: CADCA Travel Y&R (RES-2025-740 : Travel Request)

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

REVISED 05/08/2023

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☒ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
Anne Rohrer	**7123**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
7/20/2025	**7/24/2025**	**Nashville, TN**	**CADCA Mid-Year Training as required by CRS #5034**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$850.00		
Lodging:			
4 # nights @ $325.00	$1,300.00		
Meals:			
3 IRS Per Diem Per Day $86.00	$258.00		
2 1st & Last Day of Travel @ 75%	$129.00		
0 # Breakfasts @ $0.00	$0.00		
0 # Lunches @ $0.00	$0.00		
0 # Dinners @ $0.00	$0.00		
3 # Incidentals @ $5.00	$15.00		
Registration/Conference Fee	$750.00		
Other			
Subtotal	$3,302.00		N/A
Contingency - 10% of subtotal or $200	$200.00		N/A
TOTAL	$3,502.00		

Request Approved By:

Mary Daina Rohrer

Department Head Signature

7/1/25

Date

Town Board :

Date of Town Board Approval

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: CADCA Travel Y&R (RES-2025-740 : Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30811 **RESOLUTION 2025-741** **ADOPTED**

Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond Remediation CRS #5780

SUSPENSION AGENDA ITEM : AUGUST 18TH, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **August 18, 2025**

RE: **Creek Bend Estates Pond Remediation:**
Temporary Ingress, Egress & Access Agreement – (CRS #5780)

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement for remediation work pertaining to the Creek Bend Estates pond remediation, pending successful completion of the CRS.

Thank you.

SBB:rms
c: Tim Koller, Deputy Town Clerk (**Agenda Item – August 18, 2025**)

8/18/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

TEMPORARY AGREEMENT FOR INGRESS, EGRESS AND ACCESS

This Temporary Agreement for Ingress, Egress and Access ("Temporary Agreement") is executed by CREEK BEND ESTATES CONDOMINIUM; CLEAN CUT 716, INC and MP YOUNG CONSTRUCTION, herein call "Contractors" in favor of THE TOWN OF AMHERST, herein call "The Town" for the purposes herein set forth:

RECITALS

The Contractors are requesting permission from the Town for access to the Town of Amherst Highway Department property and the Town of Amherst Engineering property in order to proceed with the remediation of the retention pond at Creek Bend Estates Condominium in which truck and hauling services will need to cross over the property to have access to the retention pond for the removal of the debris in the retention pond. It is contemplated that the access to the retention pond across The Town property would be doing normal working hours and would need at least five (5) consecutive days from the start of the work depending on weather.

GRANT OF TEMPORARY AGREEMENT FOR INGRESS, EGRESS AND ACCESS

The Town hereby agrees to allow the Contractors ingress, egress and access over the Town property of the Town of Amherst Highway department and Town of Amherst Engineering department which grant shall be temporary commencing on the start date of the contractors and continuing for a minimum of five (5) days from commencement depending on weather with he recitals set forth above incorporated into this grant as though fully set forth herein.

GENERAL COVENANTS

1. Duration. Contractors will provide notice to The Town when work is to be commenced and shall be temporary with a minimum of five (5) consecutive working days depending on weather. Further Contractors will provide notice to The Town when work is completed and ingress, egress and access to the Town property will no longer be necessary.
2. Maintenance. Contractors shall repair the pavement areas and grass areas located on the Town property which damage shall be caused by the ingress, egress and access to the Town property by the Contractors. Contractors will make a reasonable effort to avoid damage to black top area of the Town of Amherst property but will not be held responsible for superficial chips, scratches or abrasions to the surface of the black top area of the Town of Amherst property.
3. Indemnity. Contractors do hereby defend, indemnify and hold harmless for the acts, omissions and negligence of the Contractors, its agents, employees, contractors, successors

Attachment: TempAgreement.CreekBendEstates (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond

and assigns, and for any damages, cause of action, costs, expenses and liability which may result from such acts, omissions or negligence, including reasonable attorney's fees, litigation expenses and costs of court. This section shall apply to any appeals related to same.

4. The Contractors shall each obtain and provide the Town of Amherst with a minimum One Million Dollars ($1,000,000.00) per occurrence of Liability Coverage for bodily injury (including wrongful death) and property damage. The policies shall name the Town of Amherst as additional insured on a primary and non-contributory basis and shall contain a waiver of subrogation. The Contractors shall also provide the Town of Amherst with proof of a valid and existing New York State Workers Compensation Policy with shall list the Town of Amherst as a Certificate Holder.
5. Notices. All notices required or permitted to be given pursuant to this agreement shall be in writing and shall be received when sent by mail through the United States Post Office or by email to the parties at the addresses set forth below:

Creek Bend Estates Condominium
c/o John Mye
87 Hidden Creek Drive
Williamsville, NY 14221
John Mye jmye87@gmail.com

Creek Bend Estates Condominium
c/o Realty Performance Group
Jeffrey Hawkes, Agent
52 South Union Road
Williamsville, NY 14221
716-204-2771
jeffrey@realtyperformancegroup.com

Clean Cut 716, Inc.
PO Box 2031
Williamsville, NY 14231
716-812-2763
Nick Castellani <cleancutlawncare716@gmail.com>

MP Young Construction
13173 Stage Road
Akron, NY 14001
Attn: Mary Kay Young

Attachment: TempAgreement.CreekBendEstates (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond

Town of Amherst
Attn: Brian J. Kulpa, Town Supervisor
5583 Main Street
Williamsville, New York 14221

Town of Amherst
Attn: Steven Floss, Town Highway Superintendent
1042 North Forest Road
Williamsville, New York 14221

Town of Amherst
Steven B. Bengart, Esq., Town Attorney
5583 Main Street
Williamsville, New York 14221

6. Entire Agreement. This agreement contains the entire agreement between the parties relating to the work contemplated to be performed. Any subsequent amendments or modifications shall be in writing and agreed to by the parties.
7. Authority. The undersigned individuals who sign this Agreement on behalf of the parties set forth in this Agreement, have all necessary authority to execute this agreement and to bind the parties they represent.
8. Multiple Counterparts. This Agreement may be executed in multiple counterparts, and be sent and signed electronically, each of which shall have the force and effect of an original but together shall constitute one agreement.

Executed on the day of August 2025.

CREEK BEND ESTATES CONDOMINIUM

By:_____
Jeffrey Hawkes, Agent
Realty Performance Group, Inc. Management

CLEAN CUT 716, INC.

By:_____
Nicholas Castellani

Attachment: TempAgreement.CreekBendEstates (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond

MP YOUNG CONSTRUCTION

By: Mary K Young
Mary Kay Young

Town of Amherst

By: _____
Brian J. Kulpa, Town Supervisor

Attachment: TempAgreement.CreekBendEstates (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond

To: Steven B. Bengart , Esq., Attorney for the Town of Amherst

From: Creek Bend Estates Homeowners Association (HOA)

Date: August 1, 2025

Subject: Retention Pond Remediation

EXECUTIVE SUMMARY:

The HOA requests written permission from the Town of Amherst for access to cross/work on town property in order to proceed with the remediation of the retention pond at Creek Bend Estates on North Forest Rd., Williamsville, NY.

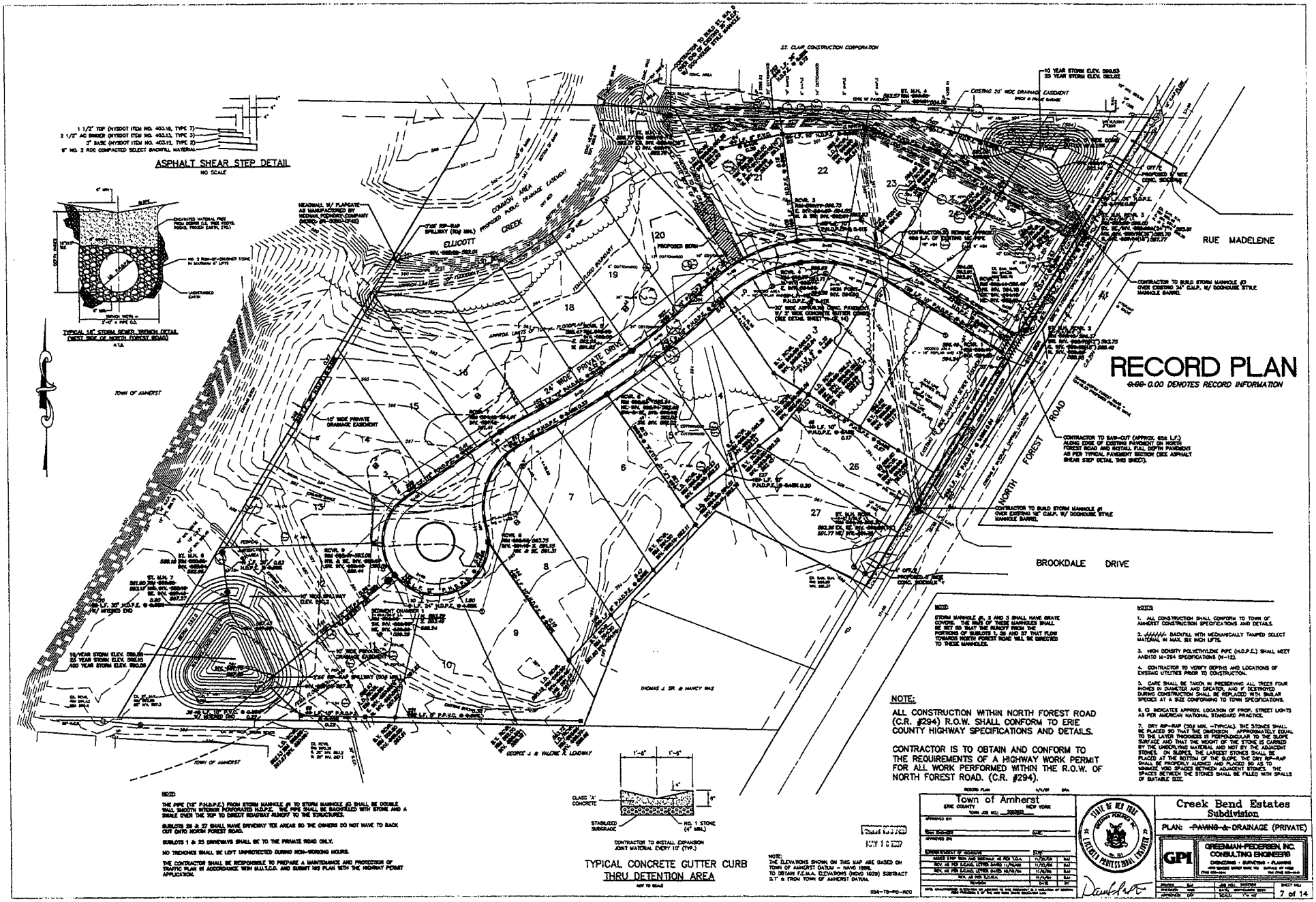
BACKGROUND:

The storm water retention pond at Creek Bend Estates is overgrown with weeds and is in need of remediation. Attached please find both a photograph showing the pond and a site drawing delineating the retention pond. The HOA is contracting with Clean Cut 716 to undertake this project. A copy of the contract with Clean Cut 716 together with their Insurance Certificate is also attached herewith.
Steve Floss, Superintendent of Highways for Town of Amherst has approved the contractor to have access to the HOA via town property. As noted in the contract, Clean Cut 716 will repair damaged town property as required in the affected work area.
Work is expected to start on Monday August 4, 2025 and last five days.

Attachment: CreekBendSummary8125 (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond



Attachment: CreekBendSummary8125 (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond


ASPHALT SHEAR STEP DETAIL
NO SCALE
TYPICAL 18" STORM SEWER TRENCH DETAIL
(WEST SIDE OF NORTH FOREST ROAD)
N.T.S.
RECORD PLAN
0.00- 0.00 DENOTES RECORD INFORMATION
RUE MADELEINE
BROOKDALE DRIVE
NORTH FOREST ROAD
PRIVATE DRIVE
24' WIDE
CREEK
ELLICOTT
COMMON AREA
PROPOSED BERM
TOWN OF AMHERST
THOMAS J. SR. & NANCY WAS
GEORGE J. & VALORIE E. LOGHWAY
NOTE:
ALL CONSTRUCTION WITHIN NORTH FOREST ROAD (C.R. #294) R.O.W. SHALL CONFORM TO ERIE COUNTY HIGHWAY SPECIFICATIONS AND DETAILS.
CONTRACTOR IS TO OBTAIN AND CONFORM TO THE REQUIREMENTS OF A HIGHWAY WORK PERMIT FOR ALL WORK PERFORMED WITHIN THE R.O.W. OF NORTH FOREST ROAD. (C.R. #294).
TYPICAL CONCRETE GUTTER CURB
THRU DETENTION AREA
Town of Amherst
ERIE COUNTY NEW YORK
Creek Bend Estates
Subdivision
PLAN: -PAVING- & DRAINAGE (PRIVATE)
GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS
GPI
7 of 14

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/25/2025

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	CONTACT NAME: Kim R. Spence
John J Grimaldi and Associates Inc. 137 Summer Street Buffalo NY 14222	PHONE (A/C, No, Ext): (716) 636-1355 FAX (A/C, No): (716) 636-1350 E-MAIL ADDRESS: krs@grimaldiinsurance.net

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Creek Bend Estates Condominium c/o Realty Performance Group, Inc. 52 South union Rd Williamsville NY 14221	INSURER A : American Family Home Insurance Company (CAU)	
	INSURER B : PMA Insurance Group	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CAU401825-5	08/15/2024	08/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 1,000,000 $ 5,000 $ 3,000,000 $ unlimited $ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAU401825-5	08/15/2024	08/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2024010917948Y	08/15/2024	08/15/2025	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam P. Grimaldi

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Attachment: Creek Bend Estates COI (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/12/2025

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 Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031	**CONTACT NAME:** Elizabeth Burtch **PHONE (A/C, No, Ext):** (716) 631-0190 **FAX (A/C, No):** (716) 631-0198 **E-MAIL ADDRESS:** eburtch@efm-agency.com
INSURED Clean Cut 716 Inc & Nicholas Castellani PO Box 2031 Williamsville NY 14231	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Erie Insurance Co. 26263 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2541616799 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		Q29-5600060	05/06/2025	05/06/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Q04-6430320	04/14/2025	04/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		Q29-5670033	05/06/2025	05/06/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q89-5500315	05/05/2025	05/05/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			Q43-7530026	07/25/2025	07/25/2026	Rented Equip Limit	$13,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Creek Bend Estates Condominium is added as additional insured on a primary and non-contributory basis.

CERTIFICATE HOLDER

Creek Bend Estates Condominium
South Unioin Road
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Floss

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Attachment: CleanCut716 COI (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond Remediation)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/31/2025

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.

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PRODUCER
Emerling, Floss, Murphy & Associates, LLC.
9092 Main Street
Clarence NY 14031

CONTACT NAME: Elizabeth Burtch
PHONE (A/C, No, Ext): (716) 631-0190 **FAX (A/C, No):** (716) 631-0198
E-MAIL ADDRESS: eburtch@efm-agency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance Co.	26263
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Clean Cut 716 Inc & Nicholas Castellani
PO Box 2031
Williamsville NY 14231

COVERAGES **CERTIFICATE NUMBER:** CL2541616799 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	Q29-5600060	05/06/2025	05/06/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Q04-6430320	04/14/2025	04/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	Q29-5670033	05/06/2025	05/06/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	Q89-5500315	05/05/2025	05/05/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			Q43-7530026	07/25/2025	07/25/2026	Rented Equip Limit	$13,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is additional insured on a primary and non-contributory basis as per written contract. Waiver of Subrogarion applies.

CERTIFICATE HOLDER
Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joseph M. Floss

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Attachment: CleanCut716 COI (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond Remediation)

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

NEW YORK STATE | Workers' Compensation Board

1a. Legal Name and address of Insured (Use street address only) **Clean Cut 716 Inc & Nicholas Castellani** **PO Box 2031** **Williamsville, NY 14231** 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. 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 811773494
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	**3a. Name of Insurance Carrier** **Erie Insurance Co.** **3b. Policy Number of entity listed in box "1a":** **Q43-7530026** **3c. Policy effective period:** **7/25/2025 to 7/25/2026** **3d. The Proprietor, Partners or Executive Officers are:** ☐ **included.** (Only check box if all partners/officers included) ☐ **all excluded or certain partners/officers excluded.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy. This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law. Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Joseph M. Floss
Print name of authorized representative or licensed agent of insurance carrier

Approved by: Joseph M. Floss

July 31, 2025
Date

Title: President
Agency Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (716)631-0190

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Attachment: CleanCut716WCins (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond Remediation)

Attachment: CleanCut716WCins (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond Remediation)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (09-17) REVERSE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2025

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:	CONTACT NAME: Marybeth Andres	
#039 Insurance Advantage Agency, LLC 3735 Genesee St Cheektowaga, NY 14225-3566	PHONE (A/C No Ext): (716) 332-7646	FAX (A/C, No):
	EMAIL ADDRESS: marybeth.andres@insure-adv.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Dryden Mutual Insurance Company	13919
INSURED:	INSURER B:	
MP Young Construction 13173 Stage Rd Akron, NY 14001-9557	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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR LS-6 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Yes	Yes	CFL00140492-03	06/06/2025	06/06/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OF AGG	$ 2,000,000
							FIRE LEGAL	$ 50,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTIONS						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	DED					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)

Town of Amherst is additional insured on a primary basis as per Written Contract. Endorsement LS-6. Waiver of Subrogation applied.

CERTIFICATE HOLDER	CANCELLATION
Town Of Amherst 5583 Main St Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Laurie L Hord

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MA 07/29/2025

File #: C489294

Attachment: MPYoungConstruction COI (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 884169659
M P YOUNG CONSTRUCTION LLC
13173 STAGE RD
AKRON NY 14001

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
M P YOUNG CONSTRUCTION LLC 13173 STAGE RD AKRON NY 14001	TOWN OF AMHEST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B2595 625-1	663744	08/14/2024 TO 08/14/2025	8/11/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2595 625-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 678867014

U-26.3

Attachment: MP Young WCins (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond Remediation)

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA

NOTICE OF COMPLIANCE

TO EMPLOYEES

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.

1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain any necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

AVISO DE CUMPLIMIENTO

A EMPLEADOS

INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL MIENTRAS TRABAJAN.

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del término de 30 dias de haber sufrido su lesión su reclamación podría ser desestimada, por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesión o enfermedad relacionada con el trabajo, usted puede escoger cualquier médico, podiatra, quiropractico ó psicologo (si es referido por un médico autorizado) que esté autorizado y acepte pacientes de la Junta de Compensación Obrera. Sin embargo, si su patrono está autorizado a participar en una organización certificada de proveedores preferidos (PPO), usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquiera de estos programas establecidos por ley estan obligados a proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.
5. Usted deberá requerir de su Médico que radique copias de los informes médicos de su caso en la Junta de Compensación Obrera y en la compañia de seguros de su patrono, que se indica al final de esta forma.
6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo ó resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.
7. No pague a ningun proveedor médico directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado ó por representante licenciado si usted así lo desea. Si es representado, no pague al abogado ó al representante licenciado. Cuando la Junta decida su caso, los honorarios seran determinados por la Junta y descontados de sus beneficios.
9. Si tiene dificultad en conseguir un formulario de reclamación o necesita ayuda para llenarlo ó tiene dudas sobre cualquier situación relacionada con una lesión o enfermedad comuniquese con la oficina mas cercana de la Junta.

NYS Workers' Compensation Board
Centralized Mailing
PO Box 5205
Binghamton, NY 13902-5205
Customer Service Line: 877-632-4996

CHAIR/PRESIDENTE
Workers' Compensation Board

Workers' Compensation Benefits, when due, will be paid by (Los beneficios de Compensacion Obrera, cuandos debidos, seran pagados por):

NYSIF
PO Box 66699; Albany, NY 12206
(888) 875-5790

Effective From (En Vigor Desde) 08/14/2024 **To (Hasta** cancellation)

Policy No. (Poliza No.) B 2595 625-1

Name of employer (Nombre de patrono)

M P YOUNG CONSTRUCTION LLC
13173 STAGE RD AKRON NY 14001

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

Failure by an employer to post this notice in and about the employer's place or places of business may result in a $250 penalty for each violation.

Attachment: MP Young WCins (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond Remediation)

CLEAN CUT 716, INC

PO Box 2031, Williamsville NY 14231
(716) 812-2763 | cleancutlawncare716@gmail.com

CONTRACT

Client: Creek Bend Estates Condominium

Location(s): Hidden Creek Court, Amherst, NY 14221

1. SCOPE

a. Clean Cut 716 will perform the following in accordance with the requirements of this contract:
   i. Removal of non-organic trash from the banks of the pond and disposal off-site.
   ii. Excavating the banks of the pond to remove weeds and disposal off-site. Note that Clean Cut 716 will not be able to remove all the cattail weeds.
   iii. Installation of permeable fabric (weed barrier).
   iv. Installation of surge stone (2"-8" material, approximately 240 tons) to cover up to finished lawn.
   v. Repair damaged lawn and hydroseed as required affected work area.

b. In order to provide access to the pond, Clean Cut 716 will remove several small pine trees along the pond. Replacement of the trees is not within the scope of work.

c. The Client is responsible for seeking proper permits (including from the Department of Environmental Conservation, as required) and permission from the Town of Amherst for access to cross/work on their property.

2. EQUIPMENT AND WORKMANSHIP

Clean Cut 716 agrees to provide its own equipment and supplies necessary to complete the scope of this agreement. Clean Cut 716 also agrees to complete all work in a workmanlike manner consistent with customary industry practices.

3. INOPERATIVE OR UNENFORCEABLE PORTIONS OF THIS AGREEMENT

BOARD APPROVED VIA EMAIL

CLIENT SIGNATURE — DATE SIGNED: 7/28/25

JEFF HAWKES, MANAGING AGENT
CLIENT PRINTED NAME

CLEAN CUT 716, INC SIGNATURE — DATE SIGNED: 7/28/25

Nicholas Castellani, President
CLEAN CUT 716, INC PRINTED NAME

R1

Attachment: CleanCut716Contract.CreekBend (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond

CLEAN CUT 716, INC

If any part of this agreement is determined to be void, invalid, inoperative or unenforceable, such decision shall not affect any other provisions hereof and the remainder of this agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

4. INSURANCE

Clean Cut 716 agrees to maintain the appropriate insurance limits during the term of this agreement. Proof of insurance will be made to the Client upon request.

5. PRICE

a. Price

The total contract price is $38,000.

b. Payment Schedule

Payment is due 10 calendar days after completion of this scope.

c. Late Fees

Past due balances are subject to a 3.5% monthly late charge. The Client agrees to pay all reasonable collection and attorney fees associated with recovering past due balances.

6. ATTACHMENTS/SPECIAL REQUIREMENTS

a. Clean cut requires written consent to access pond from town of Amherst property. Clean cut will make a reasonable effort to avoid damage to black top. Clean cut will not be held responsible for superficial chips, scratches or abrasions to surface of black top.

b. Clean cut is not responsible for any un marked utilities, drains or lines during the course of excavation.

c. Any unforeseen circumstances with the pond that require additional work/materials will be billed at cost during the cost of the project. Any additional work will be discussed prior to starting.

Attachment: CleanCut716Contract.CreekBend (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond

CLEAN CUT 716, INC

PO Box 2031, Williamsville NY 14231
(716) 812-2763 | cleancutlawncare716@gmail.com

Site work Trucking Agreement

Client: Creek Bend Estates Condominium

Location(s): Hidden Creek Court, Amherst, NY 14221

1. **Site work Contractor: Clean Cut 716 Inc**
2. **Trucking Company: MP Young Construction 13173 Stage Rd, Akron NY 14001**

SCOPE

The Trucking Company agrees to provide trucking and hauling services, including but not limited to:
- Hauling materials such as gravel, fill, loam, or excavation debris
- Providing trucks and qualified drivers
- Coordinating with the Site Work Contractor's crews for scheduling and loading
- Hauling to or from jobsite(s) located at: Hidden creek court, Amherst, NY 14221

2. EQUIPMENT AND WORKMANSHIP

All trucks used must be in good working condition, inspected regularly, and compliant with DOT and local safety regulations.

Mary K Young — TRUCKING COMPANY SIGNATURE — 7/29/25 — DATE SIGNED

Mary Kay Young — TRUCKING COMPANY PRINTED NAME

[signature] — CLEAN CUT 716, INC SIGNATURE — 7/28/2025 — DATE SIGNED

Nicholas Castellani, President — CLEAN CUT 716, INC PRINTED NAME

R1

Attachment: CleanCut716Contract.CreekBend (RES-2025-741 : Temporary Ingress, Egress & Access Agreement - Creek Bend Estates Pond