Amherst Town Board

Regular Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Tuesday, September 2, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Eleanor Berger

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on September 2, 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	Absent	
Michael Szukala	Town of Amherst	Councilmember	Absent	
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	

V. MINUTES APPROVAL

1. Monday, August 18, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

The Town of Amherst Declares September as Childhood Cancer Awareness Month

The Town of Amherst Recognizes September as National Senior Center Month

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-742

Negative Declaration and Contract of Sale for 218 and 330 Maple Road - CRS #5789

AGENDA ITEM: SEPTEMBER 2, 2025

TO: **Town Board**

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

DATE: **August 27, 2025**

RE: **Resolution Issuing a Negative Declaration and Approving the Sale of a Portion of Certain Real Property Commonly Known as 218 and 330 Maple Road to the Town of Amherst Development Corporation (CRS # 5789)**

Kindly adopt the following resolution with respect to the above-referenced matter pending successful completion of the Contract Routing System (CRS):

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 Board adopted a resolution at its meeting on August 18, 2025, which noted its intent 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 Board further noted in its August 18, 2025 resolution that it would be 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 included within the Contract of Sale, 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 Board declared its intent to be the Lead Agency for the Action for an Unlisted Action coordinated SEQRA review, and the ADC as the only other agency with a discretionary determination, has consented to the Agency serving as Lead Agency; and

WHEREAS, pursuant to Section 1411 of the NFPCL, the Town may by resolution determine that specifically described real property owned by the Town is not required for use by the Town and may authorize the Town to sell such property to the ADC, a local development corporation, pursuant to the notice and hearing requirements of said section; and

WHEREAS, pursuant to Section 1411 of the NFPCL, such sale to the ADC may be made without appraisal, other public notice, or other public bidding, for such price and upon such terms as may be agreed upon between the Town and the ADC; and

WHEREAS, on September 2, 2025, the required public hearing was held before the Town Board after timely publication of the requisite notice; and

WHEREAS, the sale of the Property constitutes an unlisted action under the New York State Environmental Quality Review Act ("SEQRA"), and a short Environmental Assessment Form ("EAF") was prepared as part of the Town Board's review;

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

. The Town Board of the Town of Amherst is confirmed as the SEQRA Lead Agency for a coordinated review of the sale of the Additional Land to the ADC.

. The sale of the Additional Land will not result in any large and important impacts and, therefore, it is an action that will not have a significant adverse impact on the environment. The attached negative declaration (*see* Exhibit A), incorporated herein by reference, is hereby issued and adopted for the reasons stated in the attached negative declaration. Parts 2 and 3 of the EAF have been reviewed and the

responses thereto are incorporated herein by reference and made part hereof.

. On behalf of the Town, the Town Board determines, in accordance with Section 1411 of the NFPCL that the Additional Land is not required for the Town's use and is not needed for municipal public purposes.

. The Town Board, after due deliberation, finds it in the best interest of the Town to sell the Additional Land to the ADC upon the terms and conditions as set forth in the Contract of Sale (the "Agreement") as set forth in the attached Exhibit B.

. The Action contemplates, as set forth in the Agreement between the Town and the ADC, a Property Disposition Agreement that provides (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.

. The Agreement is hereby approved and the Town Supervisor is authorized and directed to execute the same. The Town Attorney and Special Counsel are directed to take such other and further steps necessary to carry out the transfer of the Additional Land as set forth in the Agreement.

. This resolution is effective immediately.

SBB:EAB
c: Tim Koller, Deputy Town Clerk (w/ attachments Agenda Item – September 2, 2025)

9/2/2025

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

Attorney Chuck Malcomb presented.

The following residents spoke:
Mary Dormer, Getzville
John Trabert, 234 Mt Vernon Rd
Stan Sliwa, 166 Cranburne Ln
Chris Drongosky, Mill St
Don Smith, 201 N Long St
Matt Plunkett, 299 Northill Dr
Jane Cox, 4584 Harlem Rd

A motion to approve the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 3-0.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Lavin and unanimously approved 3-0. The public hearing was closed at 7:32 PM.

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

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

2. Resolution 2025-743

PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS #5772)

Authorization for the Supervisor to execute the PSA was already given under Resolution 2025-709, attached.

Authorization is subject to a 30-day permissive referendum after which time the Supervisor will sign the agreement.

The DRAFT watermark will be removed prior to execution by all parties.

9/2/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 3-0. The public hearing was opened at 7:33 PM.

Liz Burakowski, Director of Special Projects and Ben Swanekamp, Erie County presented.

The following residents spoke:
Dan Gagliardo, Williamsville
Sue Blum, 195 Old Lyme Dr
Paul Glaeser, 142 Cimarand Dr
Julie Van Lente, 116 Parkwood Dr
Colin Bishop, 103 Ivyhurst Rd
Penny Battaglia, 17 Scamridge Curve
Rebecca Pordum, 105 Los Robles
Karen Howard, 194 Roycroft Blvd
Matt Plunkett, 299 Northill Dr
William Pitz, 1815 Dodge Rd
Donna Chestnut, 630 Heim Rd
Domenic Licata, 845 Robin Rd
Jane Cox, 4584 Harlem Rd
Jen Hibit, 497 Washington Hwy
Tom Frank, 5403 Main St

Geri DiCosmo, Meyer Rd
Steve Meyer, Amherst
Spike Mertes, 170 Troy Del Way
Jina Gentry, 65 Bissell Dr
John Trabert, 234 Mt Vernon Rd
Judy Ferraro, 213 Donna Lea
Don Smith, 201 N Long St
Chris Drongosky, Mill St
Mary Dormer, Getzville
Anna Opara, Amherst
Dave Howard, 194 Roycroft Blvd
Ray Barry, 110 Thistle Lea
John Radens, 25 Kaymar Dr
Stan Sliwa, 166 Cranburne Ln

There were no further speakers, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Lavin and unanimously approved 3-0. The public hearing was closed at 9:11 PM.

RESULT:	**HEARING CLOSED [UNANIMOUS]**	**Next: 9/25/2025 4:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Shawn Lavin, Deputy Supervisor	
AYES:	Kulpa, Lavin, Marinucci	
ABSENT:	Berger, Szukala	

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. 9/11 Commemoration Committee

Membership is unlimited.

2. Amherst Committee on Disabilities

3. Amherst Community Diversity Commission

4. Amherst Conservation Advisory Council

5. Amherst Government Financial Advisory Board

6. **Amherst Industrial Development Agency**
   Membership is full.

7. **Amherst Veterans Committee**

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

9. **Board of Assessment Review**
   Membership is full.

10. **Board of Electrician Examiners**
    Membership is full.

11. **Board of Ethics**
    Membership is full.

12. **Board of Plumbing and Drainage Examiners**
    Membership is full.

13. **Design Advisory Board**

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

15. **Employee Suggestion Review Committee**

16. **Energy Conservation Citizens Advisory Committee**

17. **Freedom of Information Law (FOIL) Board**

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 Deputy Supervisor Lavin and unanimously approved 3-0. Public Expression was opened at 9:12 PM.

The following speakers addressed the Town Board:
Ann Opara, Amherst - Metro rail expansion project
William Pitz, 1815 Dodge Rd - 1789 Dodge Rd project
Andrea Morgante, Getzville - Lack of transparency
Tom Frank, 5403 Main St - Amherst Central Park
Jane Cox, 4584 Harlem Rd - Resolution 2025-743
Geri DiCosmo, Meyer Rd - Welfare of Canadian geese
Matt Plunkett, 299 Northill Dr - Golf course at Westwood
Chris Drongosky, Mill St - Amherst Central Park
Don Smith, 201 N Long St - Amherst Central Park

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Lavin and unanimously approved 3-0. Public Expression was closed at 9:48 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

1. Resolution 2025-744

Town Wide Fire Department Training

WHEREAS, with the rapid growth of urban development, our tactics and training must keep pace with the associated risks; and

WHEREAS, the Town of Amherst Fire Departments regularly receive documentation and attend seminars and conferences to increase knowledge and skills; and

WHEREAS, training with professional instructors is crucial to this training.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the reimbursement of expenses for Town Wide Fire Departments Day Drill from Avoidable Alarm Fund T-2999.4002.

9/2/2025
Consent

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

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

B. TOWN CLERK:

1. Resolution 2025-745

Amusement License - Home of My Own of WNY

Request by Home of My Own of WNY for a First Class Amusement License to hold an outdoor event at 30 Linwood Ave. on Saturday, September 6, 2025 from 10:00 AM – 1:00 PM.

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 be kept clear at all times.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for 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.

9/2/2025
Consent

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

2. Resolution 2025-746

Amusement License - Grezi Restaurant

Request by Grezi Restaurant for a First Class Amusement License to hold an outdoor event at 4543 Main St. on Sunday, October 18, 2025 from 9:00 AM – 4:00 PM.

Supervising Code Enforcement Officer recommends a fee of $25.00

The following conditions apply:

. That all fire lanes be kept clear at all times.

. All temporary power must be code compliant

. Bathroom facility must be made available & accessible.

. Onsite 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 be 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.

9/2/2025
Consent

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

3. Resolution 2025-747

Amusement License - the ARC Erie County

Request by The ARC Erie County for a First Class Amusement License to hold an event at 30 Wilson Rd. on Thursday, September 25th, 2025 from 4:30 PM – 9 PM.

Supervising Code Enforcement Officer recommends a fee of $50.00

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 be kept clear at all times.
- Tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for 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 be require "Crowd Managers "that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.
- Additional fire extinguishers may be required.

9/2/2025
Consent

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

4. Resolution 2025-748

Fireworks Display - Country Club of Buffalo

Request for fireworks permit on Saturday, September 13, 2025 at approximately 9:45 pm at Country Club of Buffalo, 250 Youngs Rd. with the following conditions:

. That the spectators, parking areas and dwellings distance from the fireworks discharge location for vertical mortars. (Maximum shell size - 5inches) shall be a minimum of 350 feet.

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

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

. The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters are Jerry Behlau and Karl Grohs.

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

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

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

. The applicant must abide by Chapter 138 of The Town of Amherst code regarding noise.

9/2/2025
Consent

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

5. Resolution 2025-749

Fireworks Display - Park Country Club

Request for fireworks permit on Saturday, October 4, 2025 at approximately 8:30 PM at Park Country Club, 4949 Sheridan Dr. with the following conditions:

. That the spectators, parking areas and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 280 feet. (Maximum shell size- 4 inches).

- That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
- The trajectory of shells shall not come within 25 feet of overhead objects.
- The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters are Justin Hoellig, Kevin Kingston, and others.
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.
- Crowds over 1000 people require a crowd manager as per the IFC.
- If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.
- The applicant must abide by Chapter 138 of The Town of Amherst code regarding noise.

9/2/2025
Consent

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

6. Resolution 2025-750

Fireworks Display - Williamsville North High School

Request for fireworks permit on Thursday, September 18, 2025 at approximately 9:00 PM at Williamsville North High School, 1595 Hopkins Rd. with the following conditions:

- That the spectators, parking areas and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 70 feet. (maximum shell size- 1 inches)
- That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
- That the trajectory of shells shall not come within 25 feet of overhead objects.
- The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooter, Nick Leo, Mark Mongeon.
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.

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

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

. The applicant must abide by Chapter 138 of The Town of Amherst code regarding noise.

9/2/2025
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

1. Resolution 2025-751

Contract for Fire & EMS Dispatch Services - Clarence CRS #5755

Request the supervisor to sign the contract to continue dispatching Fire & EMS agencies in the Town of Clarence.

9/2/2025
Consent

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

2. Resolution 2025-752

Contract for Fire & EMS Dispatch Services - Newstead CRS #5756

Request the supervisor to sign the contract to have the Amherst Central Fire Alarm Office continue dispatching Fire & EMS agencies in the Town of Newstead.

9/2/2025
Consent

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

3. Resolution 2025-753

Contract for Fire & EMS Dispatch Services - Akron CRS #5757

Request the supervisor to sign the contract to have the Amherst Central Fire Alarm Office continue dispatching Fire & EMS agencies in the Village of Akron.

9/2/2025
Consent

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

F. COMPTROLLER:

1. Resolution 2025-754

Budget Transfers and Amendments

To: Town Board
From: Office of Town Comptroller
Date: 08/27/2025
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 TRANSFERS – 2025

FROM:	***TO:***
A1681.2130 IT- Computer Equip $2,700.00	A1681.1200 Overtime $2,700.00

Requested per department.

BUDGET AMENDMENTS – 2025

DECREASE:	***DECREASE***
KP2303.02770 Royal Park- Other Rev $28,500.00	KP2303.4971 Design Exp $28,500.00

To decrease the budget for monies paid directly to the vendor by Daemen, rather than the Town paying and getting reimbursed.

9/2/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-755

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 attached bid tab has been amended to purchase eight (8) 2026 or newer Ford Police Interceptor Utility vehicles rather than the six (6) which were originally bid, due to availability of additional funds; and

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

$336,096 to $433,188.

9/2/2025
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

1. Resolution 2025-756

Authorize Supervisor to Submit Water Infrastructure Improvement Act (WIIA) Grant Application- Funding WPFC Oxygen Separation Plant

WHEREAS, the Town needs to make investments relative to replacement of critical process infrastructure at the WPFC; and

WHEREAS, such investments in plants infrastructure are necessary to maintain the compliance record of the facility and maintain water quality in the Tonawanda Creek watershed; and

WHEREAS, the project is determined to be a Type II action under the provisions of SEQR according to Part 617.5, therefore no further environmental review is required and a short environmental assessment form for project is attached; and

WHEREAS, the total project costs estimated to be $12,000,000;

NOW THEREFORE BE IT RESOLVED, that the Town Board commits to providing the required local matching funds for the Water Infrastructure Improvement Act (WIIA) program; and

BE IT FURTHER RESOLVED, Brian Kulpa, Supervisor of the Town of Amherst is hereby authorized and directed to file and application for funds from the New York Department of Environmental Conservation through their Water Infrastructure Improvement Act (WIIA) Program, and upon approval of said application for funding to enter into and execute a project agreement with the State for such financial assistance to the Town of Amherst for replacement of the pure oxygen separation plant at its WPFC; and

BE IT FURTHER RESOLVED that the Supervisor is authorized and directed to complete the necessary application, forms, and attachments to be submitted through the Environmental Facilities Corporation (EFC) online portal for the purpose of securing this grant.

9/2/2025
Consent

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

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

L. FINANCE:

M. HIGHWAY

1. Resolution 2025-757

Highway Department Surplus Equipment Auction

In an effort to sell various antiquated Highway and Parks Department equipment, the Highway Department is requesting permission to participate with the Town approved Online Auctioneer Services Company approved per Resolution 2019-1248, CRS #1706.

The Online Auctions are on-going with the Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052. The Town of Amherst will not be charged for selling or advertising.

May we have the approval to place the itemized equipment placed in the auction?

9/2/2025
Consent

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

2. Resolution 2025-758

Sidewalk Snow Plowing Repairs

We are respectfully requesting additional funding of $3,000.00 to T4024.4002 to pay for P.O. #25-19568 to Guthrie Heli-Arc for $7,602.55 for repairs to the sidewalk snow plowing equipment and any additional repairs required till the end of the year. Funding previously approved under Resolution 2025-124, Funding for Sidewalk Snow Plowing Program 2025, that was Town Board approved 02/03/25 did not sufficiently cover the needed repairs for the season. Thank you for your consideration.

9/2/2025
Consent

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

3. Resolution 2025-759

Contract Extension - Town Wide Tree Planting CRS #5778

WHEREAS, Landscape Associates of WNY (Original CRS #4295) agreed to hold pricing and extend the Town Wide Tree Planting contract through September 17, 2027;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Landscape Associates of WNY; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to the contract extension with Landscape Associates of WNY.

9/2/2025
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2025-760

Program Supervisor Youth - PT

Please appoint a Program Supervisor Youth - PT to Youth & Recreation Department. Effective September 3, 2025, Temporary, $19.50 ph for Kathleen Mobarak Miller.

9/2/2025
Consent

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

2. Resolution 2025-761

Maintenance Worker/Engineering-Sewer Maintenance

Please appoint a Maintenance Worker to the Engineering Department-Sewer Maintenance. Permanent, pending satisfactory completion of a probationary term as set form in the Civil Service Rule XIII. Effective September 3, 2025 at an hourly rate of $20.63, Grade II, Step 1 for Anthony Kabala Jr.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

9/2/2025
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2025-762

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.

9/2/2025
A motion to deny was made by Councilmember Marinucci, seconded by Deputy Supervisor Lavin and unanimously approved 3-0.

RESULT:	**DEFEATED [UNANIMOUS]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Marinucci
ABSENT:	Berger, Szukala

Q. POLICE:

1. Resolution 2025-763

2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS #5742) New York State Division of Criminal Justice Services (NYSDCJS)

TOWN BOARD AGENDA ITEM: SEPTEMBER 2, 2025

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: 2025-2026 Gun Involved Violence Elimination (GIVE)
Grant Agreement (CRS #5742)
New York State Division of Criminal Justice Services (NYSDCJS)

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: September 2, 2025**)

9/2/2025
Consent

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

2. Resolution 2025-764

Request for Additional Funds 2025 Asset Forfeiture Trust Account

TOWN BOARD AGENDA: SEPTEMBER 2, 2025

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Request for Additional Funds
2025 Asset Forfeiture Trust Account

Kindly adopt a resolution authorizing the approval to spend up to an additional $30,000.00 from T2917 Asset Forfeiture Trust Account. This account is federally regulated by instituted guidelines regarding the expenditure of funds.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk (**Agenda Item: September 2, 2025**)

9/2/2025
Consent

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

3. Resolution 2025-765

Edward Byrne Memorial Justice Assistance Grant Agreement (CRS #5774) JAG: Purchase of MDT Computers New York State Division of Criminal Justice Services (NYSDCJS)

TOWN BOARD AGENDA ITEM: SEPTEMBER 2, 2025

TO: **Town Board**

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

RE: **Edward Byrne Memorial Justice Assistance Grant Agreement (CRS #5774) JAG: Purchase of MDT Computers 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: September 2, 2025**)

9/2/2025
Consent

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

4. Resolution 2025-766

Training & Travel Request Gun Involved Violence Elimination (GIVE) Symposium

TOWN BOARD AGENDA ITEM : SEPTEMBER 2, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
Gun Involved Violence Elimination (GIVE) Symposium

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled course. This course is being held in Albany, New York from September 15, 2025 through September 18, 2025. The cost for this training and travel is $907.19.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 2, 2025)**

9/2/2025
Consent

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

5. Resolution 2025-767

Request for Disposal of Police Vehicles

TOWN BOARD AGENDA ITEM: SEPTEMBER 2, 2025

To: **Town Board**

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

Re: **Request for Disposal of Police Vehicles**

Kindly adopt a resolution authorizing the Police Department to take the following vehicles out of service and allow for their proper disposal:

Patrol Vehicles to be disposed of:

Year/Make/Model	VIN Number	Estimated Value
2021 Ford Explorer	1FM5K8AW1NNA00211	None/Stripped for Parts
2014 Ford Taurus	1FAHP2MKXEG175110	None/Stripped for Parts
2019 Ford Explorer	1FM5K8AW8LGA71360	None/Stripped for Parts
2024 Ford Explorer	1FM5K8AB2SGA57787	None/Stripped for Parts
2023 Ford Explorer	1FM5K8AB4PGA81838	None/Stripped for Parts
2016 Ford Explorer	1FM5K8AR1GGC91696	None/Stripped for Parts

These items are going to be taken to a scrap yard yet to be determined. The total estimated value for the scrapping of these vehicles is approximately $250.00.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 2, 2025)**

9/2/2025
Consent

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

6. Resolution 2025-768

Directive to Pay Outstanding Invoices Adorama, Inc.

TOWN BOARD AGENDA: SEPTEMBER 2, 2025

TO: **Town Board**

FROM: Scott P. Chamberlin, Chief of Police

RE: Directive to Pay Outstanding Invoices
Adorama, Inc.

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

WHEREAS, the Town of Amherst Police Department used grant funding to purchase camera equipment from Adorama, Inc., utilizing the PEPPM contract on May 12, 2025 and June 27, 2025; and

WHEREAS, Adorama, Inc., fulfilled these orders in a timely manner; and

WHEREAS, the Contract Compliance Department has determined that some of the items purchased were not single award items through PEPPM and therefore the invoices have not been paid; and

THEREFORE BE IT RESOLVED, that the Town Board direct the Police Department and the Comptroller's Office to pay these outstanding invoices from Adorama, Inc., that remain outstanding from May 12, 2025 and June 27, 2025.

SPC:msl
C: Tim Koller, Deputy Town Clerk (**Agenda Item: September 2, 2025**)

9/2/2025
Consent

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

7. Resolution 2025-769

FY2022 Tactical Team Grant Agreement (CRS #5788) NYS Division of Homeland Security and Emergency Services

TOWN BOARD AGENDA ITEM: SEPTEMBER 2, 2025

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: FY2022 Tactical Team Grant Agreement (CRS #5788)
NYS Division of Homeland Security and Emergency Services

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: September 2, 2025**)

9/2/2025
Consent

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

R. SENIOR SERVICES:

1. Resolution 2025-770

Class Instructor, Pati Aine Guzinski CRS #5775

We respectfully request Town Board permission to authorize the Supervisor to sign the Presenter/Performer Commitment Form between the Town of Amherst (Department of Senior Services) and Pati Aine Guzinski, Class Instructor.

9/2/2025
Consent

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

S. SEWER/PLANT 16:

1. Resolution 2025-771

Purchase of 1-Year Identifix Government Subscription Vehicle Maintenance and Repair Program CRS #5790

We respectfully request the Town Board to authorize the expenditure of $1,428.00 for a 1-Year Subscription for Identifix ($119.00 per month). The subscription provides a database of updated, experience-based information for vehicle maintenance and repairs, including genuine OEM service and repair information for unedited factory data.

We are also requesting an insurance waiver as this is an online-only subscription and Identifix representatives will not be on site. The total amount for the 1-year subscription is $1,428.00 and funding will be available from the Sewer Maintenance account G 9000 - 4240.

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

9/2/2025
Consent

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

2. Resolution 2025-772

TabWare Annual Software, Maintenance & Support Renewal Assetpoint, LLC CRS - 5779

The WPCF utilizes TabWare Software provided by AssetPoint LLC ("Aptean") to control and monitor all assets and equipment for the WPCF. To maintain on-line maintenance, technical support, and software updates, a licensing agreement with the software provider is required. The WPCF is requesting Town Board approval for the attached one-year maintenance & support renewal with AssetPoint LLC ("APTEAN") for the AssetPoint TabWare Software.

This contract shall be valid from May 06, 2025 through May 05, 2026. In addition, the WPCF requests a waiver of the insurance requirements because the vendor will provide this service remotely and will NOT enter Town property.

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

Funds for this request are available in G9916-4110.

Thank you for considering this request.

9/2/2025
Consent

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

3. Resolution 2025-773

Auction of Sewer Maintenance Surplus Equipment

The Sewer Maintenance Division is seeking to participate in the Auctions International online auction to dispose of old and surplus equipment.

The following equipment is slated for auction:

	ID	Description	VIN/Serial #	Condition
1.	E-23	2010 Ford E350 Cube Van	1FDWE3FL3ADA67485	Fair
2.	E-26	2015 Ford F250 4X4 Pickup	1FT7X2B65FED09966	Poor

Proceeds from the sale of the 2010 vehicle will be allocated to the Sewer Maintenance operating budget, while proceeds from the 2015 vehicle will be directed to the debt reserve

9/2/2025
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2025-774

2025 - 2026 Youth Development Program Agreement - CRS #5787

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Erie County (Department of Social Services) for provision of a Youth Leadership Development Program from October 1, 2025 through September 30, 2026, pending satisfactory completion of the Contract Routing System process.

9/2/2025
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-86

Correspondence from Joe Voytovich - Sidewalks

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

9/2/2025
Referred to Town Attorney, Planning and Engineering

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

2. Communication 2025-87

Summons and Complaint: Selene Finance LP Vs. Town of Amherst Et Al.

9/2/2025
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 1 unlisted item. The motion was seconded by Deputy Supervisor Lavin and unanimously approved 3-0. Suspension of Rules was opened at 9:50 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Deputy Supervisor Lavin and unanimously approved 3-0. Suspension of Rules was closed at 9:52 PM.

1. Resolution 2025-775

Resolution of the Town Board of the Town of Amherst in Support of the Proposed Legacy Village Affordable Senior Housing Project to be Located on a Portion of 3900 Maple Road

SUSPENSION AGENDA ITEM: September 2, 2025

TO: Town Board

FROM: Brian J. Kulpa, Town Supervisor

DATE: September 2, 2025

RE: **Resolution of the Town Board of the Town of Amherst in Support of the Proposed Legacy Village Affordable Senior Housing Project to be Located on a Portion of 3900 Maple Road**

WHEREAS, the senior population within Amherst and Western New York continues to increase, creating demand for affordable housing for the Town's elderly population; and

WHEREAS, the Town of Amherst recognizes the growing need for safe, accessible, and affordable housing options for its senior population; and

WHEREAS, on July 9, 2025, Southern Tier Environments for Living, Inc. ("STEL"), a New York not-for-profit corporation organized under Section 501(c)(3) of the Internal Revenue Code, with an address of 715 Central Avenue, Dunkirk, New York 14048, entered into a Purchase and Sale Agreement with the owner of an approximately 2.2-acre portion of vacant land located at the northeast portion of 3900 Maple Road in the Town of Amherst (the "Project Site"), for the purpose of developing an affordable senior housing community; and

WHEREAS, the Legacy Village Affordable Senior Housing Project (the "Project"), to be owned and developed by STEL, with RAS Development Company serving as Developer Consultant, is proposed to consist of a four-story building of approximately 83,358 square feet containing 81 units of affordable senior housing specifically designed for individuals aged 55 and older who can live independently; and

WHEREAS, the Project Site is zoned Center 5 District ("CTR-5") according to the Town of Amherst Zoning Map, which permits high-density multi-family residential or office development; and the proposed use as affordable senior housing aligns with the housing goals and objectives in the adopted Town of Amherst Bicentennial Comprehensive Plan ("Comprehensive Plan"); and

WHEREAS, the adopted Comprehensive Plan establishes a policy that "Ensuring that affordable housing is available to all residents is a priority of the Town of Amherst," and further states that, due to the large number of residents who pay high housing costs relative to their income levels, the Town should support all initiatives that increase affordable housing; and

WHEREAS, the Comprehensive Plan also emphasizes the importance of "Housing Diversity," noting that the Town must offer a range of housing options in urban, suburban, and rural areas. It states that preserving and providing a variety of housing opportunities will maintain the quality and stability of existing neighborhoods while increasing housing affordability. Additionally, new housing development should be guided by standards and criteria that ensure location and quality that complement established residential areas; and

WHEREAS, on March 4, 2025, the Town of Amherst was officially certified by New York State's Pro-Housing Communities Program as a Pro-Housing Community, a designation that recognizes the Town's commitment to addressing the statewide housing shortage, expanding access to affordable housing, and supporting policies that increase housing supply and affordability; and

WHEREAS, the Project Site is well suited to support seniors as it provides access to necessities including health care services, education, employment opportunities, and a grocery store within walking distance, as well as access to multiple public transportation routes provided by the NFTA, while also being located near Maple Road, approximately 600 feet east of Niagara Falls Boulevard, one of the Town's primary commercial corridors; and

WHEREAS, the Project Site is located within a federally designated Opportunity Zone and is also identified as part of the "Opportunity Zone Target Area," a designated priority location for funding outlined in the Town's Five-Year Consolidated Plan for HUD Entitlement Funding, and further, the site is located within a "Redevelopment Zone" and "Enhancement Area" as

described by the Town of Amherst Industrial Development Agency, intended to help redevelop and reinvent older portions of Amherst; and

WHEREAS, on September 11, 2025, STEL, in collaboration with its local development team, plans to officially apply for Low Income Housing Tax Credits ("LIHTC") through New York State's Housing and Community Renewal agency ("NYSHCR") to fund the construction of Legacy Village; and

WHEREAS, no later than September 22, 2025, STEL intends to submit a Major Site Plan Application to the Town of Amherst Planning Department to seek Site Plan Approval for the proposed project, and the anticipated public hearing date to be held by the Town of Amherst Planning Board is November 20, 2025; and

WHEREAS, Legacy Village will include universal design features, visitable units, energy-efficient systems, and on-site amenities such as a fitness center, community room, gathering spaces, laundry facilities, and outdoor recreation areas, all intended to promote independence, healthy aging in place, and a higher quality of life; and

WHEREAS, STEL, in connection with RAS Development Company as Developer Consultant and other professional third-party associates, has extensive experience in planning, financing, and delivering affordable and supportive housing communities throughout New York State; and

WHEREAS, the Project will support the Town's economic and community development goals by creating construction jobs, permanent employment opportunities, and improving the quality of life for senior residents; and

WHEREAS, the Town Board of the Town of Amherst endorses the efforts of STEL and RAS Development Company to obtain necessary financing for the Project through New York State Housing and Community Renewal, Low-Income Housing Tax Credits, and other relevant funding sources; now

THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Amherst hereby adopts this resolution for inclusion with an application for Low Income Housing Tax Credits ("LIHTC") through New York State's Housing and Community Renewal agency ("NYSHCR") to finance the construction of the Legacy Village Project.

9/2/2025
A motion to approve was made by Deputy Supervisor Lavin, seconded by Supervisor Kulpa and unanimously approved 3-0.

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

XVIII. PUBLIC EXPRESSION #2

This is an opportunity for residents to comment on matters involving Amherst

other than those pertinent to Public Hearings that day. Speakers will be limited to 3 minutes.

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 3-0. Public Expression was opened at 9:53 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Lavin and unanimously approved 3-0. Public Expression was closed at 9:53 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Lavin and unanimously approved 3-0. The Town Board meeting of September 2, 2025 was adjourned at 9:53 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30847 **RESOLUTION 2025-742** **ADOPTED**

Negative Declaration and Contract of Sale for 218 and 330 Maple Road - CRS #5789

AGENDA ITEM: SEPTEMBER 2, 2025

TO: **Town Board**

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

DATE: **August 27, 2025**

RE: **Resolution Issuing a Negative Declaration and Approving the Sale of a Portion of Certain Real Property Commonly Known as 218 and 330 Maple Road to the Town of Amherst Development Corporation (CRS # 5789)**

Kindly adopt the following resolution with respect to the above-referenced matter pending successful completion of the Contract Routing System (CRS):

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 Board adopted a resolution at its meeting on August 18, 2025, which noted its intent 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 Board further noted in its August 18, 2025 resolution that it would be 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 included within the Contract of Sale, 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 Board declared its intent to be the Lead Agency for the Action for an Unlisted Action coordinated SEQRA review, and the ADC as the only other agency with a discretionary determination, has consented to the Agency serving as Lead Agency; and

WHEREAS, pursuant to Section 1411 of the NFPCL, the Town may by resolution determine that specifically described real property owned by the Town is not required for use by the Town and may authorize the Town to sell such property to the ADC, a local development corporation, pursuant to the notice and hearing requirements of said section; and

WHEREAS, pursuant to Section 1411 of the NFPCL, such sale to the ADC may be made without appraisal, other public notice, or other public bidding, for such price and upon such terms as may be agreed upon between the Town and the ADC; and

WHEREAS, on September 2, 2025, the required public hearing was held before the Town Board after timely publication of the requisite notice; and

WHEREAS, the sale of the Property constitutes an unlisted action under the New York State Environmental Quality Review Act ("SEQRA"), and a short Environmental Assessment Form ("EAF") was prepared as part of the Town Board's review;

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

. The Town Board of the Town of Amherst is confirmed as the SEQRA Lead Agency for a coordinated review of the sale of the Additional Land to the ADC.

. The sale of the Additional Land will not result in any large and important impacts and, therefore, it is an action that will not have a significant adverse impact on the environment. The attached negative

declaration (*see* Exhibit A), incorporated herein by reference, is hereby issued and adopted for the reasons stated in the attached negative declaration. Parts 2 and 3 of the EAF have been reviewed and the responses thereto are incorporated herein by reference and made part hereof.

. On behalf of the Town, the Town Board determines, in accordance with Section 1411 of the NFPCL that the Additional Land is not required for the Town's use and is not needed for municipal public purposes.

. The Town Board, after due deliberation, finds it in the best interest of the Town to sell the Additional Land to the ADC upon the terms and conditions as set forth in the Contract of Sale (the "Agreement") as set forth in the attached Exhibit B.

. The Action contemplates, as set forth in the Agreement between the Town and the ADC, a Property Disposition Agreement that provides (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.

. The Agreement is hereby approved and the Town Supervisor is authorized and directed to execute the same. The Town Attorney and Special Counsel are directed to take such other and further steps necessary to carry out the transfer of the Additional Land as set forth in the Agreement.

. This resolution is effective immediately.

SBB:EAB
c: Tim Koller, Deputy Town Clerk (w/ attachments Agenda Item – September 2, 2025)

9/2/2025

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

Attorney Chuck Malcomb presented.

The following residents spoke:
Mary Dormer, Getzville
John Trabert, 234 Mt Vernon Rd
Stan Sliwa, 166 Cranburne Ln
Chris Drongosky, Mill St
Don Smith, 201 N Long St
Matt Plunkett, 299 Northill Dr

Jane Cox, 4584 Harlem Rd

A motion to approve the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 3-0.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Lavin and unanimously approved 3-0. The public hearing was closed at 7:32 PM.

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

FINANCIAL IMPACT:

$225,000.00 per acre income to the Town of Amherst less ADC expenses, subject to sale by ADC to 716 Sports Complex, LLC

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

Exhibit A

NEGATIVE DECLARATION
Determination of Non-Significance

Lead Agency: **Town Board of the Town of Amherst**

Date: **September 2, 2025**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town Board of the Town of Amherst (the "Board"), as Lead Agency, has reviewed the proposed project ("Action") and determined that it will not have a significant adverse environmental impact and that a Draft Environmental Impact Statement will not be prepared.

Name of Action: Sale of the Additional Land to ADC

Location of Project Site:

The property to be sold is located at 330 Maple Road, Amherst, New York; Tax Parcel No. 55.03-1-10 (the "Additional Land").

SEQRA Status: Unlisted, but a coordinated review was conducted.

Description of Action:

The Board proposes authorizing the sale of the Additional Land to the Town of Amherst Development Corporation ("ADC") to facilitate the redevelopment and reuse of the Additional Land for an indoor sports facility complex, in accordance with the Town's plans and goals (the "Action").

Reasons Supporting this Determination:

The Board has identified the relevant areas of environmental concern and has taken a hard look at each of the identified areas as required by the State Environmental Quality Review Act ("SEQRA"). The Board compared the Action with the criteria for determining significance identified in 6 NYCRR § 617.7(c)(1) and in accordance with 6 NYCRR § 617.7(c)(2) and (3). As indicated below in the discussion of each criterion specified in 6 NYCRR § 617.7(c)(1), the Action will not have a significant adverse impact on the environment. As indicated below in the discussion of each criterion specified in 6 NYCRR § 617.7(c)(1), the action will not have a significant adverse impact on the environment.

The Board has reviewed the Environmental Assessment Form (EAF) and the criteria contained in 6 NYCRR §617.7, as well as the Agreement, and has determined that the Action will not have a significant impact on the environment for the following reasons:

The Action before the Board is the sale of the Additional Land, not fully designed redevelopment plans for a specific indoor sports facility complex. The Board recognizes that the Action is in furtherance of a redevelopment/adaptive reuse effort for the Additional Land. Indeed, the entire purpose behind the Action is to facilitate this effort, and the

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

transaction between the Town and the ADC is conditioned on a simultaneous sale to a developer with certain terms, one of which is the future development of such a use. The Board has evaluated the concept of segmentation and whether evaluation of the impacts of the Additional Land transfer on their own would constitute impermissible segmentation. The Board determines it would not.

Segmentation is defined by the SEQRA regulations as "the division of the environmental review of an action such that various activities or stages are addressed . . . as though they were independent, unrelated activities, needing individual determinations of significance." 6 N.Y.C.R.R. § 617.2(ah). Impermissible segmentation occurs where segmentation is "undertaken for the purpose of circumventing the detailed review called for under SEQRA." *Adirondack Historical Assn v. Village of Lake Placid/Lake Placid Village, Inc.*, 161 A.D.3d 1256, 1257 (3d Dep't 2018). In other words, impermissible segmentation is where "a project with potentially significant environmental effects [is] split into two or more smaller projects, each falling below the threshold requiring full-blown review." *Long Island Pine Barrens Soc., Inc. v. Planning Bd. of Town of Brookhaven*, 204 A.D.2d 548, 550 (2d Dep't 1994). An agency faced with a concrete action or determination need not evaluate "speculative or hypothetical" impacts from a larger project that has yet to be proposed or formulated. *Village of Tarrytown v. Planning Bd. of Village of Sleepy Hollow*, 292 A.D.2d 617, 620 (2d Dep't 2002). In addition, in the context of title transfers, where "no specific future use has been identified prior to the acquisition of . . . property . . . [the agency is] not required to consider the environmental impact of anything beyond the acquisition." *Court Street Development Project, LLC v. Utica Urban Renewal Agency*, 188 A.D.3d 1601, 1603 (4th Dep't 2020). This is true where, as here, the redevelopment plans are conceptual in nature. *See PSC, LLC v. City of Albany Indus. Dev. Agency*, 200 A.D.3d 1282 (3d Dep't 2021). At this stage, the Town Board and the ADC have identified a proposed reuse, however, there is only the very early stage of a conceptual plan, and there is not enough information to properly evaluate environmental impacts of such a redevelopment project at this stage.

Even assuming there were enough of a conceptual plan to conduct a SEQRA review at this time, the Board finds that a segmented review — of only the sale of the Additional Land — would be appropriate here pursuant to 6 N.Y.C.R.R. § 617.3(g). The Board finds that the circumstances here warrant only consideration of the sale and that doing so would clearly be no less protective of the environment. *Adirondack Historical Assn*, 161 A.D.3d at 1258 ("Inasmuch as the Village Board set forth the reasons supporting segmentation and demonstrated that such review is clearly no less protective of the environment, we are satisfied that impermissible segmented review did not occur here." (internal quotations and citations omitted)).

As noted above, the specifics of the redevelopment have yet to be proposed. Only upon sale of the Additional Land and the ultimate development of project specifics may a redevelopment and reuse effort move forward with the planning and public review process for redevelopment. At this time, further identification of specifics has not been possible. This lack of specifics prevents the Board from considering the full redevelopment and reuse of the Property in a meaningful way. Depending on what is specifically proposed, impacts will vary in type and degree. Reviewing only the sale at this point does not in any way shield future development from environmental review. Once a specific development proposal is contemplated for the reuse/redevelopment, discretionary approvals will be required, triggering SEQRA review.

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

The fact that the Board had considered the environmental impacts of the sale will not in any way limit the full review of the redevelopment project at that time. When a specific proposal is fully developed, specific environmental impacts will be evaluated.

(i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

There will be no impacts.

a. Traffic Impacts

There will be no impacts.

b. Noise Impacts

There will be no impacts.

b. Air Quality Impacts

There will be no impacts.

c. Wetland Impacts

There will be no impacts.

d. Groundwater

There will be no impacts.

d. Erosion, Flooding and Drainage Impacts

There will be no impacts.

e. Solid Waste Production

There will be no impacts.

(ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;

There will be no impacts.

(iii) the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to subdivision 617.14(g) of this Part;

There will be no impacts.

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

(iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;

There will be no impacts. The sale is to further redevelopment and reuse of the property in a manner consistent with the Town's current plans and goals.

(v) the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;

There will be no impacts.

(vi) a major change in the use of either the quantity or type of energy;

There will be no impacts.

(vii) the creation of a hazard to human health;

There will be no impacts.

(viii) 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;

There will be no impacts.

(ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;

There will be no such impacts.

(x) the creation of a material demand for other actions that would result in one of the above consequences;

There will be no such impacts.

(xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or

There will be no such impacts.

(xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

There will be no such impacts.

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

For Further Information:

Contact Person: Brian Kulpa, Town Supervisor

Address: 5583 Main Street, Williamsville, NY 14221

Telephone Number: 716-631-7000

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

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:
Sale of Portion of 330 Maple Road to Town of Amherst Development Corporation

Project Location (describe, and attach a location map):
Portion of 330 Maple Road (55.03-1-10) (the "Additional Land"); see map attached to Contract of Sale.

Brief Description of Proposed Action:
The Town of Amherst proposes to transfer approximately 21.8 acres of land, not needed for public purposes (the "Additional Land"), to the Town of Amherst Development Corporation ("ADC") to facilitate reuse and redevelopment of the Additional Land for an indoor sports facility complex, consistent with the Town's plans and goals.

Name of Applicant or Sponsor:	Telephone: 716-631-7000
Town of Amherst	E-Mail: toainfo@amherst.ny.us

Address:		
5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221

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

3. a. Total acreage of the site of the proposed action? +/- 21.8 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? +/- 33.3 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: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

	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 specific development plan has been submitted at this time.	☐	☑

	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: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

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:		
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:		

Site Code: C915207; Brownfield Cleanup Program. Certificate of Completion signed by the NYSDEC on May 7, 2012. Remedial activities performed at the site have removed all contamination to a level consistent with residential use.

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

Applicant/sponsor/name: Charles Malcomb Date: 8/27/25

Signature: _____ Title: Special Counsel

PRINT FORM

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See attached negative declaration.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Amherst Town Board	September 2, 2025
Name of Lead Agency	Date
Brian Kulpa	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

Exhibit B

CONTRACT OF SALE

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

CONTRACT OF SALE

THIS AGREEMENT is made as of the ___ day of September, 2025, between **TOWN OF AMHERST**, a New York municipal corporation having an office at 5583 Main Street, Williamsville, New York 14221 ("Seller") and **TOWN OF AMHERST DEVELOPMENT CORPORATION**, a New York local development corporation having an office at 4287 Main Street, Buffalo, New York 14226 ("Purchaser").

RECITALS

WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase, on the terms and conditions set forth in this Agreement, a certain portion of the real property situated at 330 Maple Road, Amherst, New York 14221 (SBL No. 55.03-1-10), which parcel is generally depicted on **Exhibit A** attached hereto; and

WHEREAS, simultaneous with the execution of this Agreement, Purchaser is entering into a Contract of Sale whereby 716 Sports Complex LLC will purchase the Property from Purchaser, pursuant to the terms therein (the "716 Sale").

NOW, THEREFORE, for One Dollar ($1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser agree as follows:

1.0 DEFINITIONS.

1.1 "Agreement" shall mean this Contract of Sale between Seller and Purchaser.

1.2 "Closing" shall mean the closing of title to the Property to be held at the time and place set forth in **Section 3.1** of this Agreement.

1.3 "Closing Date" shall mean the date of closing of the purchase and sale transaction contemplated by this Agreement and the 716 Sale, which are contingent upon one another and shall take place contemporaneously.

1.4 "Deed" shall mean the statutory form of bargain and sale deed, containing a covenant required by Section 13 of the New York Lien Law, to be executed and delivered by Seller to Purchaser pursuant to **Section 8.1** of this Agreement.

1.5 "Effective Date" shall mean the date first above written.

1.6 "Encumbrances" shall mean all liens, security, interests, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, covenants, conditions and any other matters affecting title to the Property, including, but not, limited to: (a) Any state of facts an accurate, current survey would show; (b) Rights of the public and others to any part of the Property that lies within the bounds of any street, alley or highway; (c) Any state of facts that would be revealed by an examination of title performed by a qualified title examiner; (d) Any state of facts that a personal inspection of the Property would show; (e) All taxes, assessments, water charges and other encumbrances, if any, which are or have become liens against the Property, together with all interest or penalties which may have accrued thereon; and (f) Any limitations, restrictions or impairments imposed by law or government regulation, such as zoning ordinances, whether or not a present violation may exist.

1.7 "Governmental Agency" shall mean any federal, state, local or foreign government, political subdivision, court, agency or other entity, body, organization or groups exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government.

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

1.8 "Permitted Encumbrances" shall mean the Encumbrances described in **Exhibit B** attached hereto subject to which Purchaser has agreed, or is required, to take title pursuant to **Section 5.2** below.

1.9 "Purchase Price" shall mean $225,000.00 per acre of the Property. The parties agree that the exact acreage of the Property shall be determined by the property to be purchased by 716 Sports Complex LLC under the 716 Sale.

1.10 "Property" shall mean a portion of the real property situated at 330 Maple Road, Town of Amherst, County of Erie and State of New York (SBL No. 55.03-1-10), comprising 21.8+/- acres, which parcel is generally depicted on **Exhibit A** attached hereto, together with all rights, privileges, interests, easements, hereditaments and appurtenances thereunto in any way incident, appertaining or belonging, including, but not limited to: (a) all right, title and interest in and to adjacent streets, alleys, rights of way and any adjacent strips or gores of real estate; and (b) all right, title and interest in and to all oil, gas and other minerals in, on or that may be produced from the property, all mineral leases, royalty interests and bonuses relating thereto, and all agreements relating to the production, development, exploration or exploitation thereof.

1.11 "Survey" shall mean that certain survey of 330 Maple Road, Amherst, New York dated May 2, 2025, prepared by Kheops Architecture, Engineering & Survey, DPC, Job No. 24NY105.01.

1.12 "Title Company" shall mean Stewart Title Insurance Company or such other reputable title insurance company as Purchaser may select.

1.13 "Title Search" shall mean a 40-year tax and title search or searches covering the Property, the last continuation of which shall be dated subsequent to the Effective Date and where not covered by the search, a local tax certificate.

2.0 PURCHASE AND SALE.

2.1 Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer and assign to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the Property.

3.0 CLOSING.

3.1 The Closing shall take place at 10:00 a.m. on the Closing Date in the offices of Seller's attorneys, Hodgson Russ LLP, 140 Pearl Street, Suite 100, Buffalo, New York 14202, and shall only take place concurrently with the closing of the 716 Sale. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have no obligation to accept a conveyance of the Property from Seller unless the closing of the 716 Sale will take place immediately following the conveyance. The parties acknowledge and agree that Closing may occur by escrow and that neither party need be physically present at Closing.

4.0 PAYMENT OF PURCHASE PRICE.

4.1 The Purchase Price shall be paid as follows:

(a) On the Closing Date, Purchaser shall pay the Purchase Price (as adjusted pursuant to this Agreement) with funding to be made available to Purchaser from 716 Sports Complex LLC. Payment will be made by wire transfer of immediately available funds or certified bank check as directed by Seller.

5.0 TITLE.

5.1 Promptly following the Effective Date, Seller shall, at its sole cost and expense, cause the Title Search to be prepared and deliver the Title Search and the Survey to Purchaser's attorney.

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

5.2 Within fifteen (15) days of the receipt of the later of the items referred to in **Section 5.1**, Purchaser shall give Seller written notice of any Encumbrances not constituting Permitted Encumbrances which in Purchaser's opinion render title to the Property unmarketable or uninsurable at standard rates (the "Title Objection Notice"). If Purchaser fails to deliver such written notice, then Purchaser shall be required to take title subject to all matters disclosed in the Title Search and the Survey. Within five (5) business days of its receipt of such notice from Purchaser, Seller shall either (a) provide Purchaser with written notice that Seller shall cure such title defects at or prior to Closing, or (b) provide Purchaser with written notice that Seller is unable or unwilling to cure any such title defect. If Seller is unable or unwilling to cure any such title defect in accordance with the immediately preceding sentence, Purchaser may elect, within ten (10) business days of Seller's written notice pursuant to the preceding sentence, (a) to accept such title as Seller shall be able to convey or (b) to terminate this Agreement by giving written notice to Seller, whereupon this Agreement shall be deemed to be terminated as of the date of such notice and neither party shall have any further rights or claims against the other.

5.3 If Title Company issues a supplement or amendment to the Title Commitment prior to Closing showing additional title exceptions (each, an "Amended Report"), Purchaser will have ten (10) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give written notice (each, a "Supplemental Title Notice") to Seller of its objection to any additional matter affecting the Property that is unacceptable to Purchaser, in Purchaser's sole and absolute discretion, shown in such Amended Report. If Seller fails to cure Purchaser's objections within ten (10) days after Seller's receipt of the Supplemental Title Notice (each, a "Seller's Supplemental Title Cure Period"), Purchaser may elect, as its sole and exclusive remedy, to terminate this Agreement by providing written notice of termination to Seller within ten (10) business days after the expiration of each Seller's Supplemental Title Cure Period, whereupon this Agreement will be terminated, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those that expressly survive termination of this Agreement. If Purchaser fails to terminate this Agreement within such period, Purchaser will be deemed to have approved and waived any objection to the additional matters contained in such Amended Report.

5.4 Encumbrances or defects that arise after the date of the title commitment shall not be deemed Permitted Encumbrances. In the event any involuntary lien or liens securing the payment of money, which are not Permitted Encumbrances (and excluding any inchoate liens for real estate taxes and municipal assessments not yet due and payable) should be filed against the title of the Property after the Inspection Date, Seller shall be required to use the net proceeds at Closing to discharge any such involuntary lien or liens.

5.5 Seller agrees not to create any voluntary exceptions or encumbrances to title after the Effective Date without Purchaser's prior written consent, which consent Purchaser may withhold in its sole and exclusive discretion.

5.6 The parties acknowledge and agree that, notwithstanding any right granted to Purchaser under this Agreement to review title and survey matters and to object thereto, Purchaser is acquiring the Property solely for the purpose of immediately conveying the Property to 716 Sports Complex LLC pursuant to a separate contract between Purchaser and 716 Sports Complex LLC. Accordingly, Seller and Purchaser agree that: (a) Purchaser may, but shall not be obligated to, undertake an independent review or investigation of the state of title or survey matters affecting the Property; (b) Seller acknowledges and agrees that 716 Sports Complex LLC will conduct any desired title and survey review and raise any objections directly with Seller; and (c) Purchaser shall have no obligation to respond to, cure, or otherwise address any title or survey objections raised by 716 Sports Complex LLC, and Seller shall bear sole responsibility for resolving all such matters with 716 Sports Complex LLC.

6.0 INSPECTION PERIOD.

(a) Seller acknowledges that the obligation of 716 Sports Complex LLC to close on the acquisition of the Property from Purchaser and consummate the Closing are in 716 Sports Complex LLC's

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

sole and absolute discretion, subject to 716 Sports Complex LLC performing due diligence, reviewing the Documents, completing an inspection of the Property, and determining, in 716 Sports Complex LLC's sole and absolute discretion, that it is feasible for 716 Sports Complex LLC to own and operate the Property in a manner and upon terms and conditions satisfactory to 716 Sports Complex LLC (collectively, "Due Diligence Activities"). Seller agrees that 716 Sports Complex LLC will have until 11:59 p.m., Eastern Standard Time, on that date which is thirty (30) days after the Effective Date of the contract of sale between Purchaser and 716 Sports Complex LLC ("Inspection Period"), to perform such Due Diligence Activities as 716 Sports Complex LLC may desire in its sole and absolute discretion. Notwithstanding the foregoing, 716 Sports Complex LLC shall not be permitted to perform any invasive environmental testing without the Seller's prior written consent.

(b) Seller acknowledges that Purchaser will not require access to the Property, but that 716 Sports Complex LLC may require access to the Property in order to conduct Due Diligence Activities and that such access will be governed by the contract governing the 716 Sale.

(c) It is acknowledged that prior to the expiration of the Inspection Period, 716 Sports Complex LLC may terminate the contract of sale with Purchaser upon delivery of written notice to Purchaser for no reason or for any reason in 716 Sports Complex LLC's sole discretion and Purchaser may thereafter terminate this Agreement, after which neither party shall have any further rights or obligations hereunder, excepting those rights and obligations that expressly survive termination.

7.0 AS IS; WHERE IS.

7.1 Purchaser hereby acknowledges and agrees that the Property is being conveyed by Seller **"AS IS", "WHERE IS"**, and in its present condition, subject to ordinary use, wear, tear and natural deterioration between the Effective Date and the Closing Date without any reduction in the Purchase Price for any change in such condition by reason thereof. Purchaser acknowledges that Seller has not made any representation or warranty, whether express or implied, with respect to the Property (including any representations or warranties which may be deemed to be made at law, the benefit of which, if any, Purchaser hereby waives) or as to the use, merchantability, quality, environmental condition, design, description, durability, operation, fitness for particular purpose, fitness for use or otherwise as to all or any part of the Property. In the event of any defect or deficiency in the Property of any nature whatsoever, patent or latent, Seller shall have no liability with respect thereto for direct, incidental, consequential or punitive damages or costs. The provisions of this Section have been negotiated by Seller and Purchaser and are intended to be a complete exclusion and negation of any representations and warranties, express or implied, except as may be expressly set forth in this Agreement and shall survive closing and the delivery of the Deed.

8.0 CONDITION OF SALE.

8.1 The obligation of Seller and Purchaser to consummate the transactions contemplated hereunder are conditioned upon the following:

(a) Representations and Warranties. The other party's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date;

(b) Deliveries. As of the Closing Date, the other party shall have tendered all deliveries to be made at Closing; and

(c) Actions, Suits, etc. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the other party that would adversely affect the other party's ability to perform its obligations under this Agreement.

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

9.0 SELLER'S CLOSING OBLIGATIONS.

At the Closing, Seller shall deliver to Purchaser:

9.1 The Deed, properly executed and in proper form for recording, conveying title to the Property subject to all Encumbrances in existence as of the Effective Date;

9.2 Checks to the order of the appropriate officers in payment of all applicable real estate transfer taxes in connection with the sale of the Property;

9.3 Such affidavits as Purchaser's title company shall reasonably require in order to omit from any title policies being obtained by Purchaser all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's name;

9.4 Possession of the Property; and

9.5 Any other documents reasonably required by this Agreement to be delivered by Seller.

10.0 PURCHASER'S CLOSING OBLIGATIONS.

At the Closing, Purchaser shall:

10.1 Cause the Deed to be recorded, duly complete all required real property transfer tax returns prepared by Seller and cause all such returns to be delivered to the appropriate officers;

10.2 Deliver to Seller, as directed by Seller, the balance of the Purchase Price by wire transfer of immediately available funds or certified bank check; and

10.3 Deliver any other documents reasonably required by this Agreement to be delivered by Purchaser.

11.0 CLOSING COSTS.

11.1 Non-delinquent real estate taxes, water charges and sewer rents, if any, shall be apportioned between Seller and Purchaser as of the close of business on the day prior to the Closing Date on the basis of the fiscal period for which assessed, except that if there is a water meter on the Property, apportionment at the Closing shall be based on the last available reading, subject to adjustment after the Closing when the next reading is available.

11.2 If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes at the Closing shall be upon the basis of the old tax rate for the preceding period applied to latest assessed valuation. Promptly after the new tax rate is fixed, the apportionment of such taxes shall be recomputed. Any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at Closing shall be promptly corrected, which obligations shall survive the Closing.

11.3 Seller shall pay all recording and filing fees incurred in connection with the recording of the Deed and all recording and filing fees incurred in connection with recording any documents to cure any title objections made by Purchaser, or any Encumbrances which arise pursuant to **Sections 5.3 and 5.5** herein.

11.4 Notwithstanding anything in this Agreement or the contract of sale between Purchaser and 716 Sports Complex LLC to the contrary, Seller shall be solely responsible for, and shall pay, all actual, out-of-pocket costs and expenses incurred by Purchaser in connection with this transaction and the 716 Sale transaction, including, without limitation, Purchaser's attorneys' fees, title and escrow charges, recording fees,

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

transfer taxes, and any other costs related to Purchaser's temporary acquisition and immediate conveyance of the Property to 716 Sports Complex LLC. At Closing, all such costs and expenses shall be deducted from the Purchase Price otherwise payable to Seller and credited to Purchaser on the settlement statement. In the event the Closing does not occur through no fault of Purchaser, Seller shall reimburse Purchaser for all actual, out-of-pocket costs and expenses incurred by Purchaser, including its attorney's fees within forty-five (45) days after presentation of invoice(s) therefor. The provisions of this Section 11.4 shall survive any termination of this Agreement.

12.0 BROKER.

12.1 Seller and Purchaser represent and warrant to each other that neither party knows of any broker entitled to a commission in connection with this transaction. Seller and Purchaser shall indemnify and defend each other against any costs, or expenses, including attorneys' fees and costs, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this **Section 12**. The representations and obligations under this **Section 12** shall survive the Closing, or, if the Closing does not occur, the termination of this Agreement.

13.0 LIMITATION OF LIABILITY; INDEMNIFICATION. Seller acknowledges that Purchaser is acting solely as an intermediary in this transaction for the purpose of facilitating the conveyance of the Property to 716 Sports Complex LLC and that Purchaser will not take possession of, operate, or exercise any dominion or control over the Property on or after the Effective Date of this Agreement or the Closing. Accordingly, Seller agrees that Purchaser shall not be liable for, and Seller hereby waives as against Purchaser any and all claims, obligations, or liabilities arising out of or relating to the condition, use, ownership, or title to the Property, whether arising before or after the Closing. Seller further agrees that in no event shall Purchaser be liable for any direct, indirect, consequential, special, incidental, or punitive damages arising out of or related to this Agreement or the Property. Seller shall indemnify, defend, and hold harmless Purchaser, its officers, directors, employees agents, and affiliates, from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any obligations of Purchaser under this Agreement, except to the extent caused by the gross negligence or willful misconduct of Purchaser; (b) Purchaser's inspections, investigations, or entry onto the Property; (c) any title defects, encumbrances, claims, or disputes relating to the Property; and (d) any claims of 716 Sports Complex LLC whatsoever made against Purchaser. The provisions of this Section shall survive any termination of this Agreement and shall also survive the Closing and delivery of the Deed.

14.0 NOTICES.

14.1 All notices under this Agreement shall be in writing and shall be delivered (a) personally, (b) sent by certified or registered mail, return receipt requested, or (c) by e-mail addressed as follows:

To the Seller:
Town of Amherst
5583 Main Street
Williamsville, New York 14221
Attention: Brian Kulpa
E-mail: bkulpa@amherst.ny.us

With a copies to:
Hodgson Russ LLP
140 Pearl Street, Suite 100
Buffalo, New York 14203
Attention: Rafael Pignataro, Esq.
E-mail: rpignataro@hodgsonruss.com

The Amherst Town Attorney's office
5683 Main Street

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

Williamsville, New York 14221
Attn: Steven B. Bengart, Esq.
E-mail: sbengart@amnerst.ny.us

To the Purchaser: Town of Amherst Development Corporation
4287 Main Street
Buffalo, New York 14226
Attention: David S. Mingoia
E-mail: DMingoia@amherstida.com

With a copy to: Hurwitz Fine P.C.
The Liberty Building
424 Main Street, Suite 1300
Buffalo, New York 14202
Attention: Kevin J. Zanner, Esq.
E-mail: kjz@hurwitzfine.com

The attorneys for any party hereto shall be entitled to provide any notice that a party desires to provide or is required to provide hereunder.

15.0 DEFAULT.

15.1 If Seller fails to perform its obligations under this Agreement, or if prior to Closing any one or more of Seller's representations or warranties are breached in any material respect, Purchaser may, in its sole and absolute discretion, elect to (i) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing or (ii) pursue any of its remedies at law or in equity, including specific performance.

15.2 If Purchaser shall fail to perform any of its obligations under this Agreement, Seller and Purchaser acknowledge that Seller's actual damages would be difficult, if not impossible, to ascertain. Purchaser agrees, therefore, that in the event of such default, Seller shall retain the Downpayment, which sum shall constitute Seller's liquidated damages and shall be retained by Seller in full settlement of any and all claims Seller may have against Purchaser hereunder.

16.0 REPRESENTATIONS AND WARRANTIES.

16.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

(a) Organization and Authority. Seller has been duly organized, is validly existing, and is in good standing in the state in which it was formed. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller.

(b) Conflicts and Pending Actions. There is no agreement to which Seller is a party or that is binding on Seller that is in conflict with this Agreement nor are there any outstanding options to purchase or rights of first refusal which affect the Property. There is no action or proceeding pending or threatened against Seller or relating to the Property that challenges or impairs Seller's ability to execute or perform its obligations under this Agreement or that might detrimentally affect the value or the use or operation of the Property.

(c) Laws. The Property is in compliance with applicable building codes, zoning and land use

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

laws, and other applicable local, state and federal law and regulations (collectively, "Laws"). The use and operation of the Property now are, and at the time of Closing will be, in compliance with all Laws. Seller shall not commit or permit to occur, any action which will result in such a violation between the date hereof and the Closing. Seller has not received from any Governmental Agency notice of any violation of Laws applicable to the Property or any part thereof.

(d) Foreign Person Affidavit. Seller is not a "Foreign Person" pursuant to Internal Revenue Code § 1445.

(e) Leases, Tenants and Rights of Use or Occupancy. There are no leases, subleases, tenancies or other rights of use or occupancy with respect to the Property which have not been disclosed in writing by Seller to Purchaser.

(f) Proceedings. There are no condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use, operation or value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property. Seller shall notify Purchaser promptly of any such proceedings of which Seller becomes aware.

(g) Bankruptcy. Seller has not filed or been the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws for composition of indebtedness or for the reorganization of debtors.

16.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

(a) Authority. Purchaser has the full corporate right and authority required to enter into this Agreement to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser.

(b) Conflicts and Pending Action. There is no agreement to which Purchaser is a 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.

17.0 MISCELLANEOUS PROVISIONS.

17.1 Purchaser and Seller hereby waive any rights either party may have to trial by jury in any dispute arising under this Agreement. This waiver shall survive Closing and the delivery of the Deed.

17.2 The Purchaser agrees that any action or proceeding arising out of or relating to this Agreement may be commenced in the Supreme Court of the State of New York, and the Purchaser agrees that a summons and complaint commencing an action or proceeding in such court shall be properly served and shall confer personal jurisdiction if served personally, by registered or certified mail, or as otherwise provided under the laws of the State of New York. The Purchaser hereby waives any and all rights to change the venue of any action or proceeding brought to determine any claim or controversy involving this Agreement.

17.3 This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

whom enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

17.4 No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

17.5 This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws.

17.6 The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

17.7 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Neither Seller nor Purchaser may assign their respective rights or delegate their respective duties arising under this Agreement without the prior written consent of the other party.

17.8 This Agreement shall not be binding or effective until properly executed and delivered by Seller and Purchaser.

17.9 As used in this contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

17.10 This Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one agreement.

17.11 Neither this Agreement nor any document referring to this Agreement shall be recorded by Purchaser, or by anyone acting on its behalf, in any public office. Any such recording shall, at Seller's option, constitute a default by Purchaser under this Agreement.

[Signature Page Follows]

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

TOWN OF AMHERST,
a New York municipal corporation

By:_____
Name: Brian Kulpa
Title: Supervisor

PURCHASER:

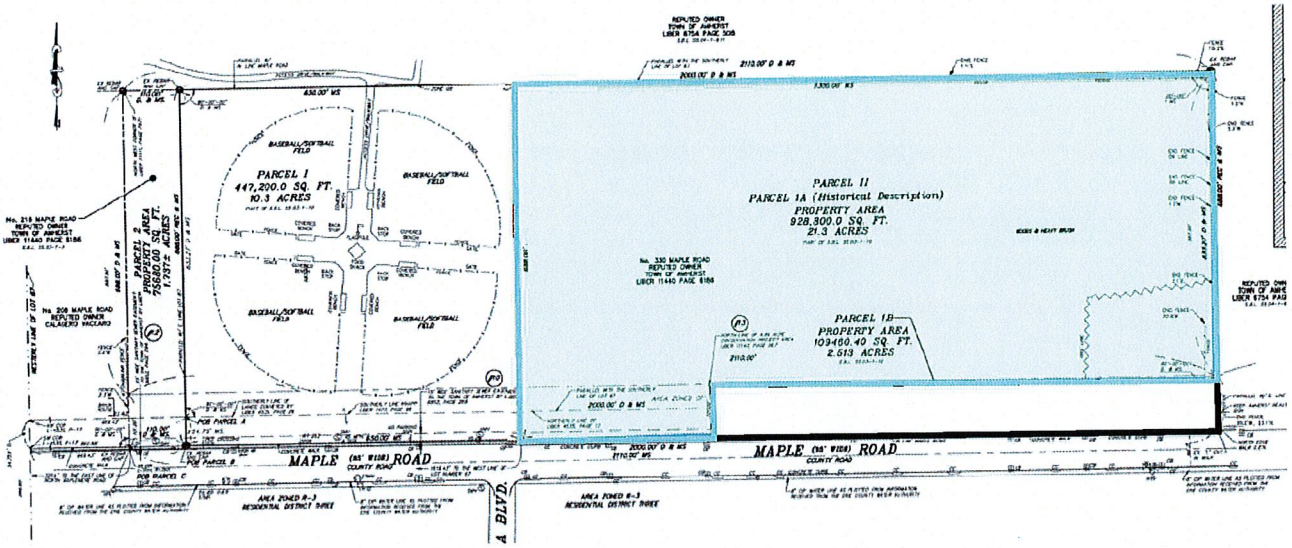
TOWN OF AMHERST DEVELOPMENT CORPORATION,
a New York local development corporation

By:_____
Name: David S. Mingoia
Title: Chief Executive Officer

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

EXHIBIT A

Depiction of Property



*Proposed Subdivided Area bordered in blue above.

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Real property taxes not yet due and payable.

2. Easements, reservations, terms, covenants, provisions and restrictions contained in agreements of record, if any, in so far as the same may be of present force or effect.

3. Zoning and building regulations, ordinances and requirements adopted by any governmental authority having jurisdiction thereof, and amendments and additions thereto now or hereafter in force and effect, which relate to the Property.

4. Standard exceptions contained in the form of the title insurance policy then issued by title companies which are members of the New York Board of Title Underwriters.

Attachment: Agenda Item Contract of Sale 330 Maple (RES-2025-742 : Negative Declaration and Contract of Sale for 218 and 330 Maple Road -

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 30818 **RESOLUTION 2025-743** **HEARING CLOSED**

PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS #5772)

Authorization for the Supervisor to execute the PSA was already given under Resolution 2025-709, attached.

Authorization is subject to a 30-day permissive referendum after which time the Supervisor will sign the agreement.

The DRAFT watermark will be removed prior to execution by all parties.

9/2/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 3-0. The public hearing was opened at 7:33 PM.

Liz Burakowski, Director of Special Projects and Ben Swanekamp, Erie County presented.

The following residents spoke:
Dan Gagliardo, Williamsville
Sue Blum, 195 Old Lyme Dr
Paul Glaeser, 142 Cimarand Dr
Julie Van Lente, 116 Parkwood Dr
Colin Bishop, 103 Ivyhurst Rd
Penny Battaglia, 17 Scamridge Curve
Rebecca Pordum, 105 Los Robles
Karen Howard, 194 Roycroft Blvd
Matt Plunkett, 299 Northill Dr
William Pitz, 1815 Dodge Rd
Donna Chestnut, 630 Heim Rd
Domenic Licata, 845 Robin Rd
Jane Cox, 4584 Harlem Rd
Jen Hibit, 497 Washington Hwy
Tom Frank, 5403 Main St
Geri DiCosmo, Meyer Rd
Steve Meyer, Amherst
Spike Mertes, 170 Troy Del Way
Jina Gentry, 65 Bissell Dr
John Trabert, 234 Mt Vernon Rd
Judy Ferraro, 213 Donna Lea
Don Smith, 201 N Long St
Chris Drongosky, Mill St
Mary Dormer, Getzville
Anna Opara, Amherst

Dave Howard, 194 Roycroft Blvd
Ray Barry, 110 Thistle Lea
John Radens, 25 Kaymar Dr
Stan Sliwa, 166 Cranburne Ln

There were no further speakers, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Lavin and unanimously approved 3-0. The public hearing was closed at 9:11 PM.

FINANCIAL IMPACT:

N/A

RESULT:	**HEARING CLOSED [UNANIMOUS]**	**Next: 9/25/2025 4:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Shawn Lavin, Deputy Supervisor	
AYES:	Kulpa, Lavin, Marinucci	
ABSENT:	Berger, Szukala	

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

Attachment: AdoptedResoPSA2025.709 (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: AdoptedResoPSA2025.709 (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: AdoptedResoPSA2025.709 (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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;

Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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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

Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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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".

Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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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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Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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'

Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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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SCHEDULE A

NYSDEC "P Site" Order on Consent and Administrative Settlement

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Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SCHEDULE "B-1"

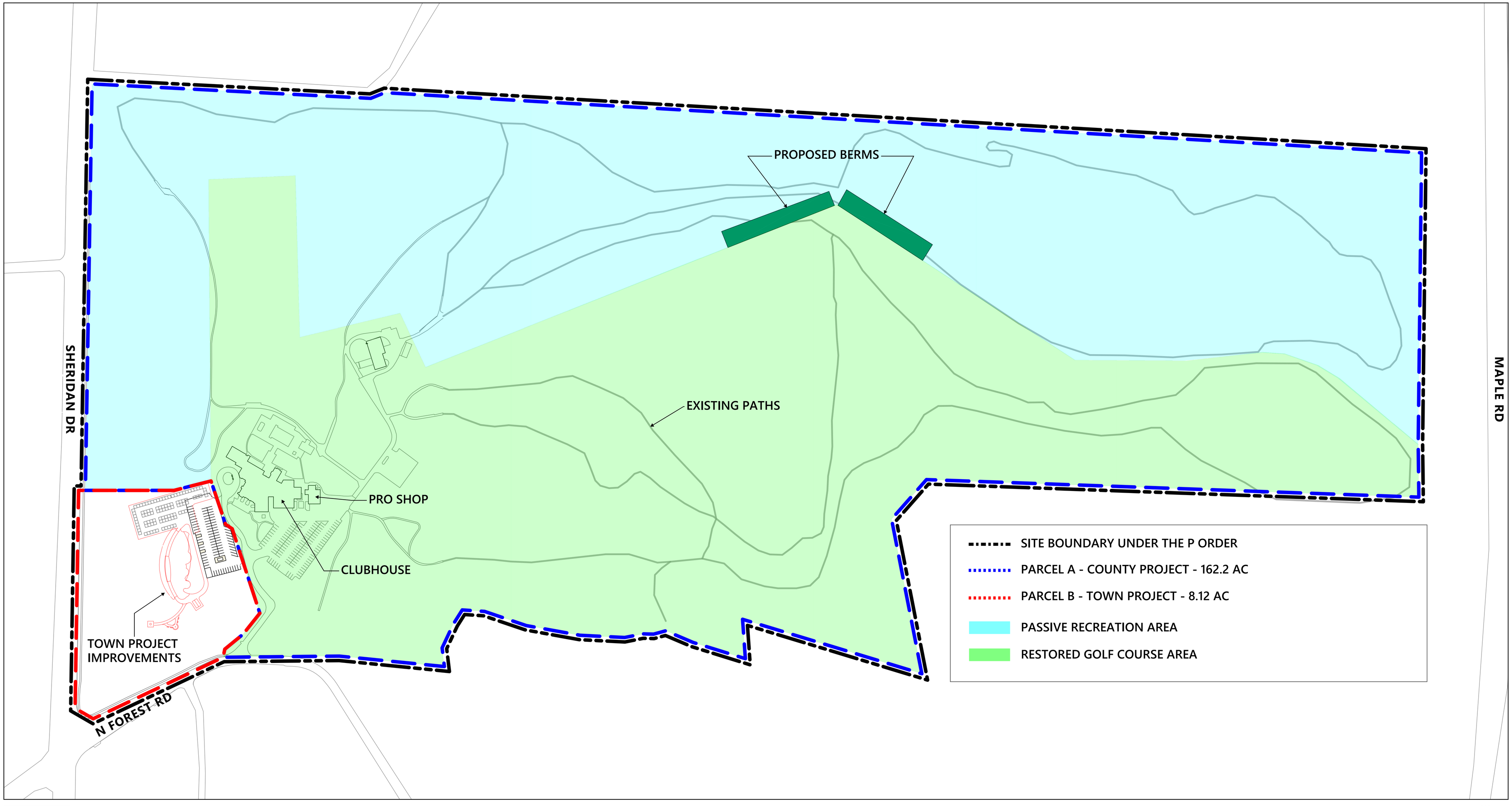
PARCEL A

DRAFT

Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

WILLOWDALE PARK

PARCEL MAP



C&S COMPANIES®

AUGUST 2025

0 150 300 Feet

SCHEDULE "B-2"

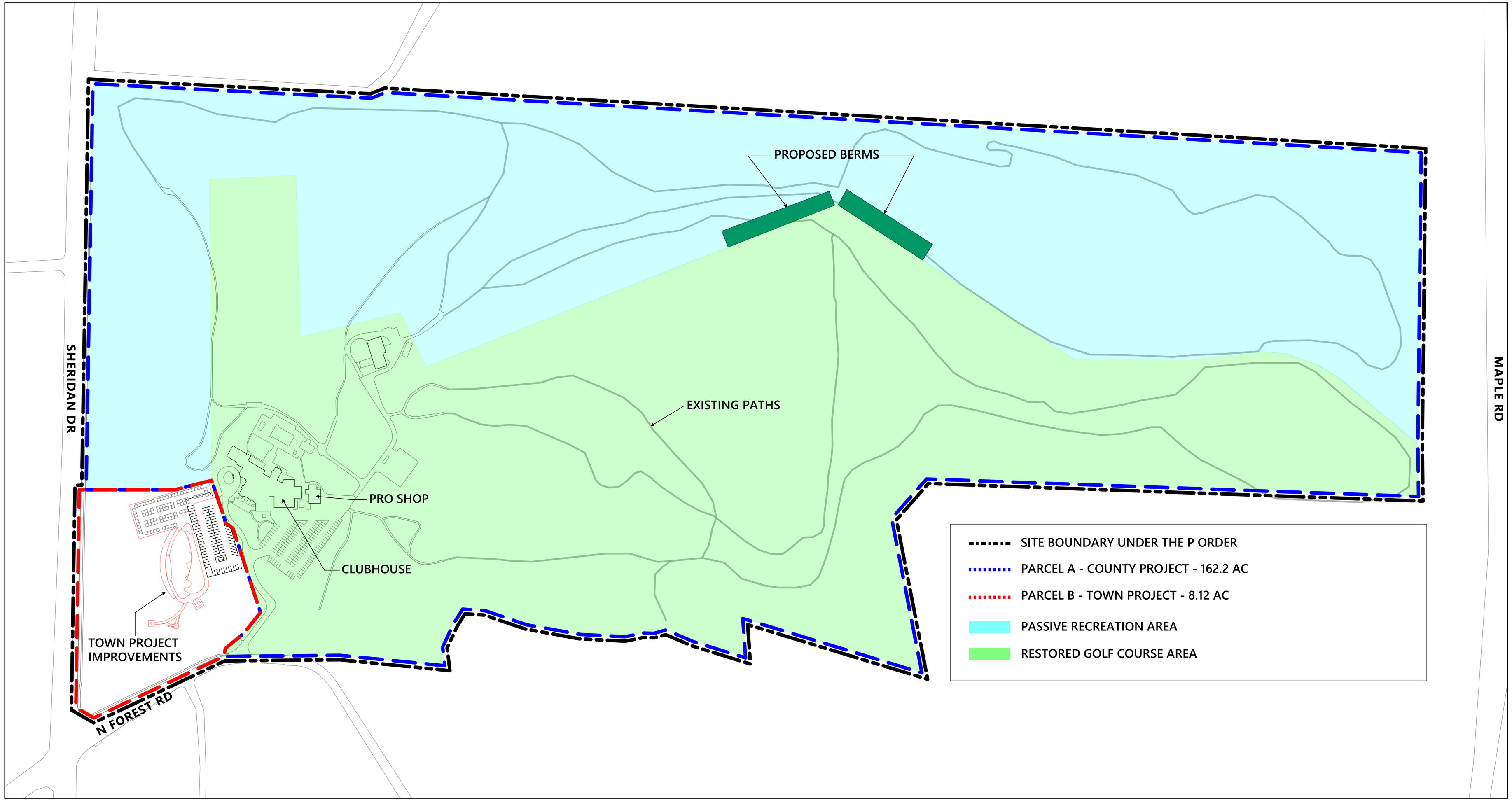
PARCEL B

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Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

WILLOWDALE PARK

PARCEL MAP



C&S COMPANIES®

AUGUST 2025

0 150 300 Feet

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: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

EXHIBIT "A"

FIRST INTERMUNICIPAL AGREEMENT

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Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

EXHIBIT "B"

FIRST AMENDMENT TO INTERMUNICIPAL AGREEMENT

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Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

b. After IRM work complete, and bathrooms established, operate and maintain golf course.

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Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

EXHIBIT D

PARCELS OF LAND

EXHIBIT E

INSURANCE REQUIREMENTS

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Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

EXHIBIT "A"

Property Description

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Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SCHEDULE E
Insurance Schedule

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Attachment: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA.FINAL (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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;

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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:

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

DATED:

BASIL SEGGOS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

_____

Andrew Guglielmi, Director
Division of Environmental Remediation

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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}

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

EXHIBIT B

Construction Characterization Work Plan

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

TABLE OF CONTENTS

1 INTRODUCTION 1

1.1 SITE DESCRIPTION/HISTORY 1
1.2 SITE GEOGRAPHY, GEOLOGY, AND HYDROGEOLOGY 2
1.3 PROPOSED SITE REDEVELOPMENT 2

2 SUMMARY OF ENVIRONMENTAL CONDITIONS 4

2.1 SOIL 4
2.2 SEDIMENT 5
2.3 GROUNDWATER 5

3 PRE-CONSTRUCTION SOIL CHARACTERIZATION 6

3.1 FIELD INVESTIGATION 6
3.1.1 SOIL BORING PROGRAM 6

4 QUALITY ASSURANCE AND QUALITY CONTROL PROTOCOLS 9

4.1 SAMPLING METHODS, ANALYTICAL PROCEDURES AND DOCUMENTATION 9
4.1.1 SAMPLING METHODS 9
4.1.2 ANALYTICAL PROCEDURES 10
4.1.3 DOCUMENTATION 10

5 REPORTING 11

6 SCHEDULE 12

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

{H5307494.1}

FIGURES

FIGURE 1 ..... SITE LOCATION
FIGURE 2 ..... SITE MAP
FIGURE 3 ..... PHASE 1 PLAN
FIGURE 4 ..... SOIL SAMPLE LOCATIONS

TABLES

TABLE 1 ..... PROPOSED SAMPLING PROGRAM

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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:

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

- Construct a Community Theatre, Winter Market and Skating Area
- Enhance and create related parking, roadways and upgrade needed utilities

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

{H5307494.1}

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

- 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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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}

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

- 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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

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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

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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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Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

FIGURES

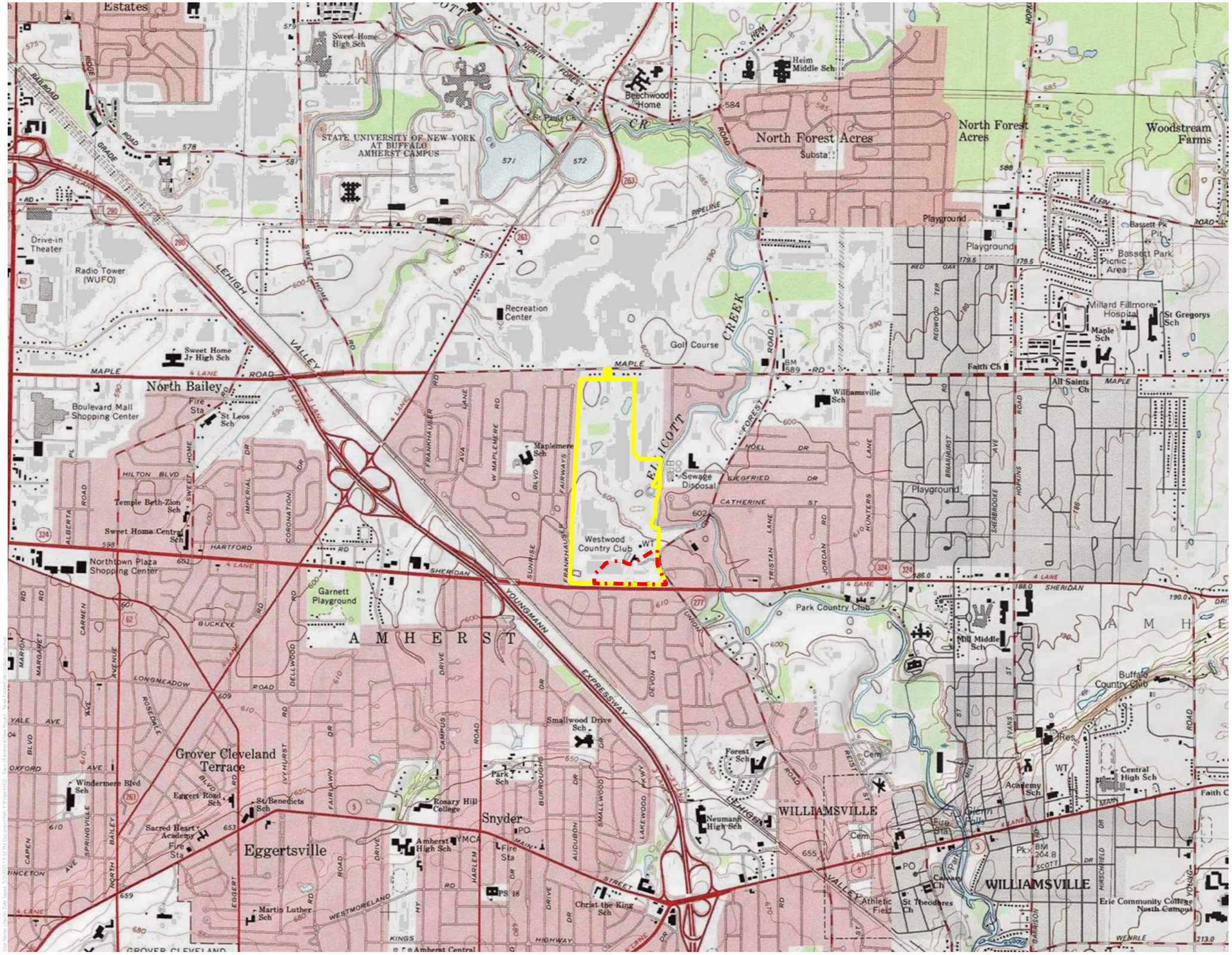




Figure 1

Site Location

2024 Phase 1 Constrution

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

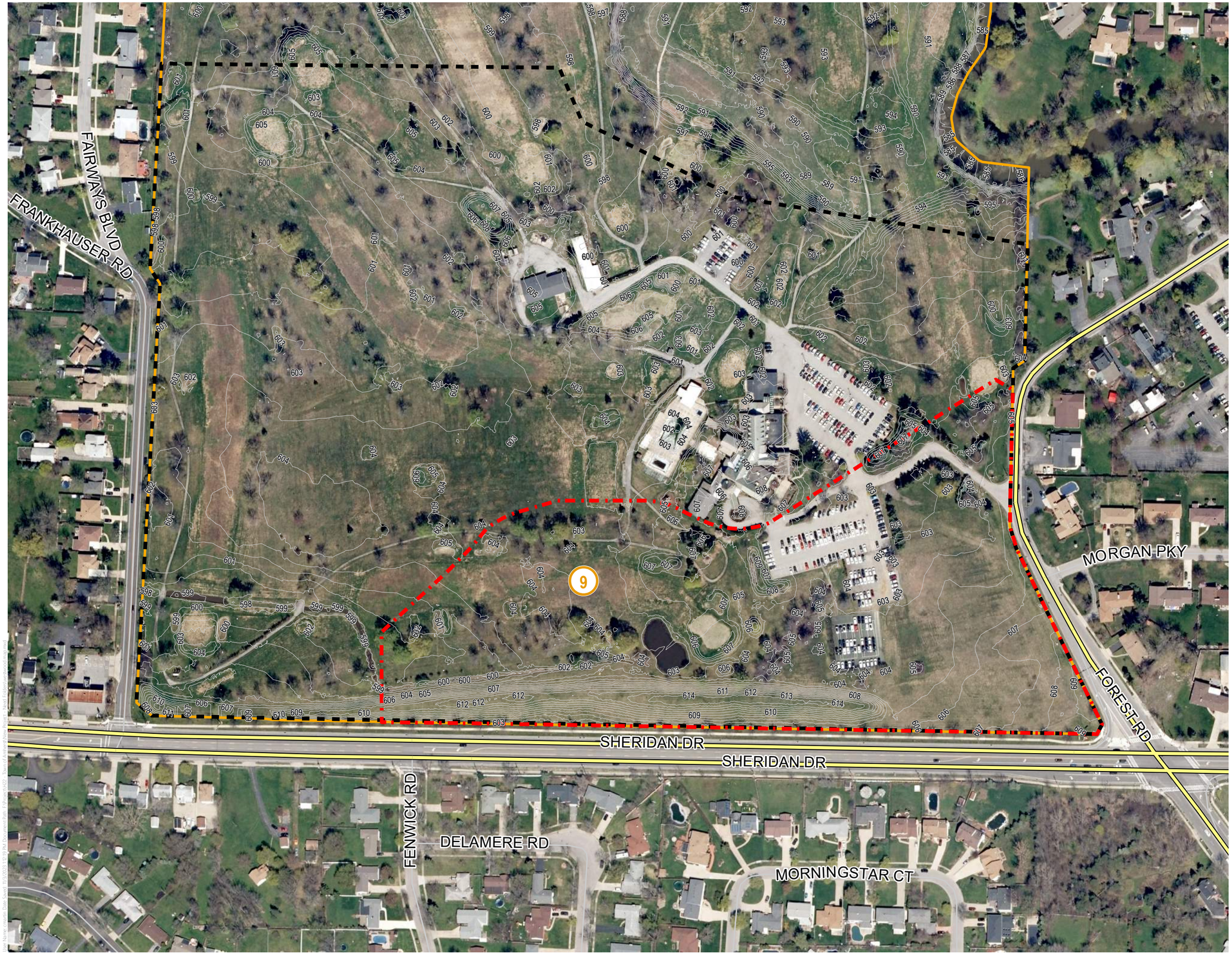


Figure 2

Site Map

- 2024 Phase 1 Construction
- Amherst Central Park South
- Former Westwood Country Club Property
- Elevation Contour
- 11 Golf Course Hole Number

N

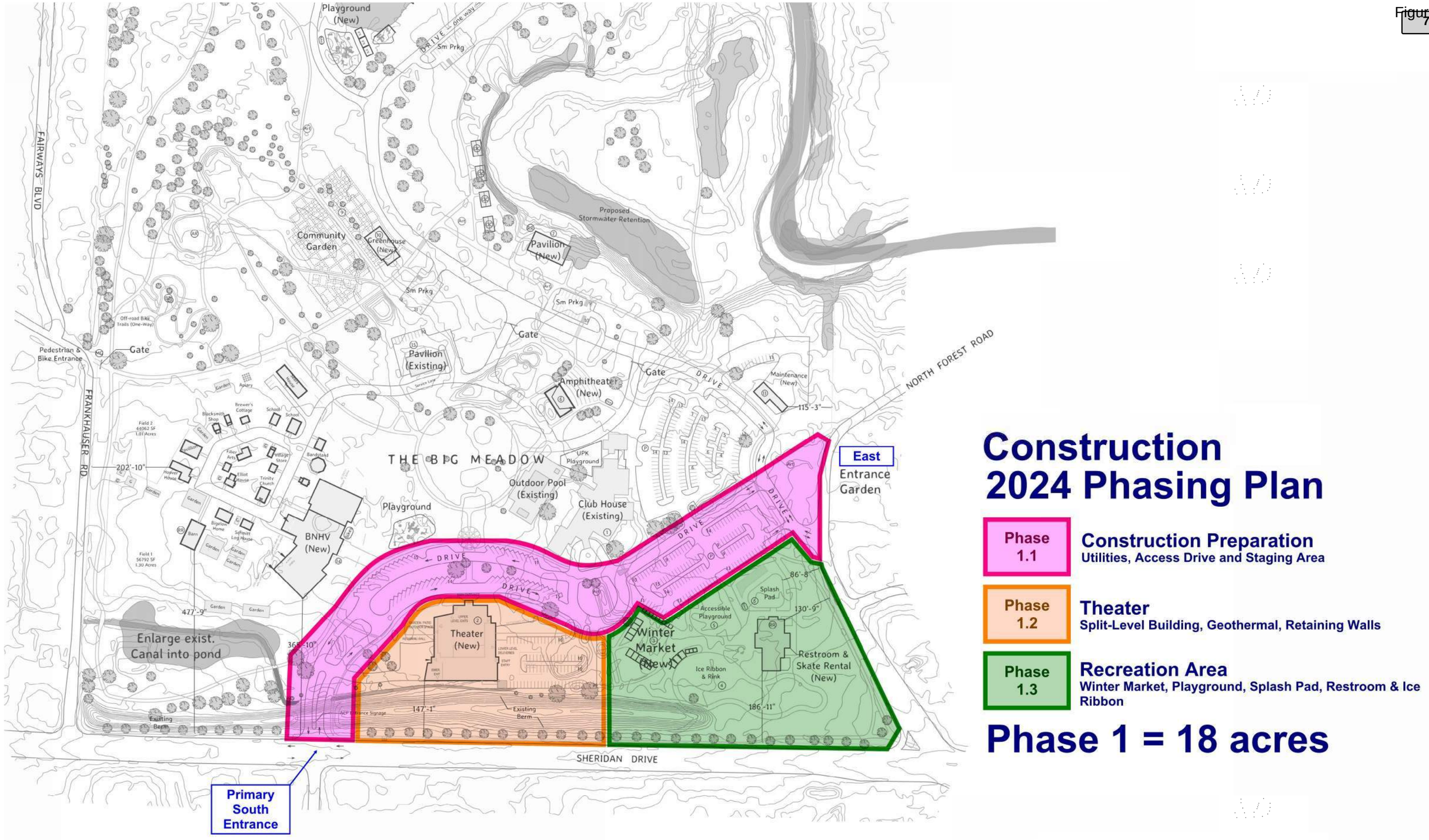
0 100 200 400 Ft

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

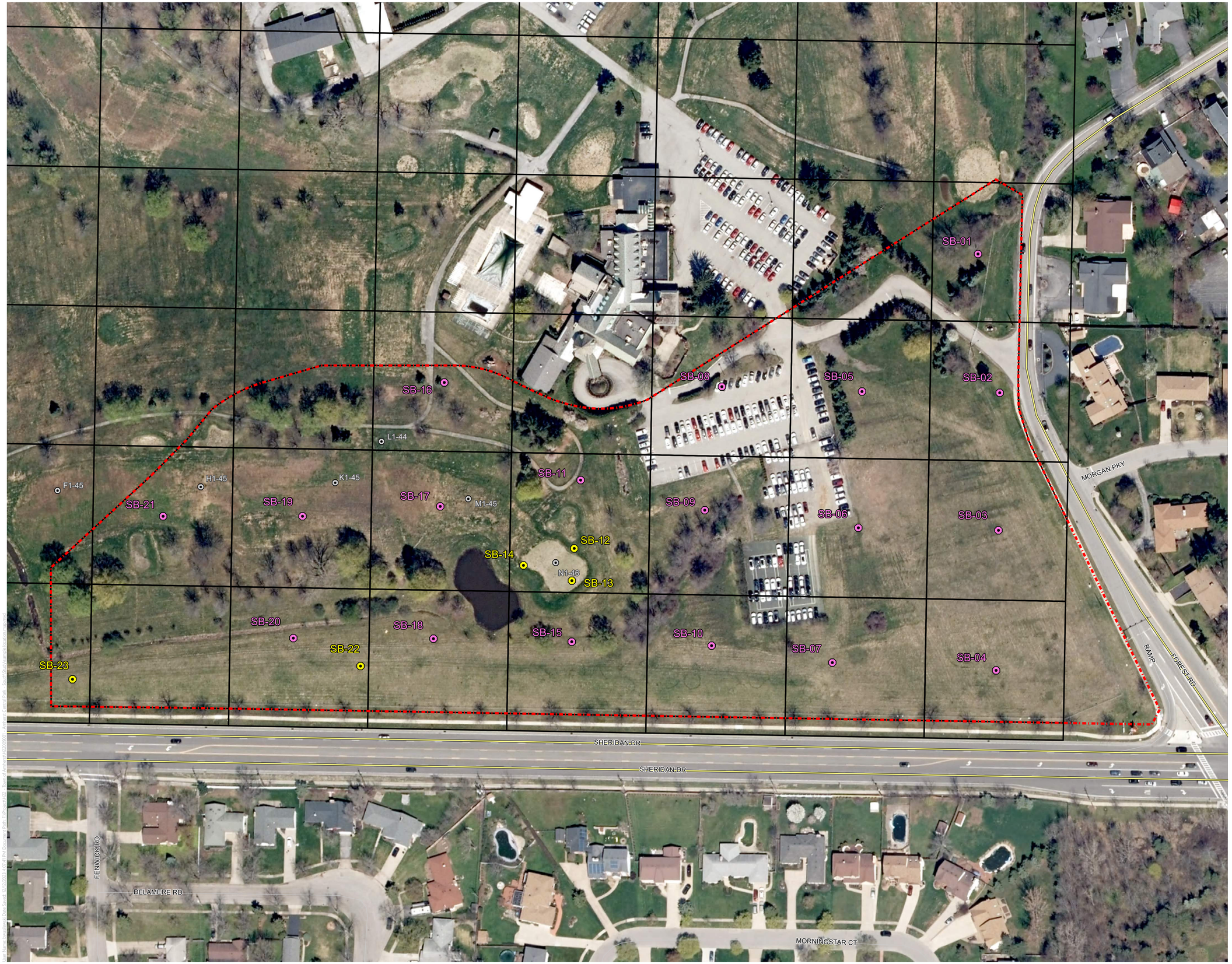
Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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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Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

TABLES

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

APPENDIX A

PREVIOUSLY COMPLETED ENVIRONMENTAL INVESTIGATIONS

EMPIRE GEO SERVICES, INC.
A SUBSIDIARY OF SJB SERVICES, INC.

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

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MEMBER
ACEC New York
American Council of Engineering Companies of New York

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MEMBER
ACEC 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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

Geotechnical Evaluation Report for
Proposed Westwood Country Club Redevelopment Project
North Forest Road
Amherst, New York

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

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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..

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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,

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

TABLE OF CONTENTS

1.00 INTRODUCTION....1

1.10 GENERAL....1

1.20 SITE DESCRIPTION AND PROPOSED DEVELOPMENT PROJECT....2

2.00 SUBSURFACE EXPLORATION....3

3.00 LABORATORY TESTING PROGRAM....5

4.00 EXISTING SITE INFORMATION....6

4.10 SOIL SURVEY INFORMATION....6

4.20 SURFICIAL AND BEDROCK GEOLOGY....7

4.30 FLOOD PLAIN MAPPING....7

5.00 SUBSURFACE CONDITIONS....8

5.10 GENERAL SUBSURFACE CONDITIONS ENCOUNTERED....8

5.20 SURFACE MATERIALS AND FILL SOILS....9

5.30 INDIGENOUS SOILS....9

5.40 BEDROCK....10

5.50 GROUNDWATER CONDITIONS....10

6.00 LABORATORY TEST RESULTS....13

6.10 SHRINKAGE/SWELL POTENTIAL OF CLAY SOILS....13

6.20 SOIL CORROSION AND SULFATE ATTACK POTENTIAL....14

7.00 PRELIMINARY GEOTECHNICAL CONSIDERATIONS AND RECOMMENDATIONS FOR SITE DEVELOPMENT....16

7.10 GENERAL CONSIDERATIONS....16

7.20 FOUNDATION SUPPORT....18

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

7.30 BASEMENT STRUCTURE DESIGN CONSIDERATIONS.....19

7.40 SLAB-ON-GRADE FLOOR CONSTRUCTION 20

7.50 SEISMIC DESIGN CONSIDERATIONS.....21

7.60 PAVEMENT DESIGN CONSIDERATIONS.....22

7.70 UNDERGROUND UTILITY CONSTRUCTION.....24

7.80 SUBGRADE PREPARATION FOR PAVEMENT AND SLAB-ON-GRADE CONSTRUCTION 24

7.90 STRUCTURAL FILL AND SUITABLE GRANULAR FILL MATERIALS 27

8.00 RECOMMENDATIONS FOR ADDITIONAL GEOTECHNICAL INVESTIGATIONS 28

TABLES

TABLE 1 – SUMMARY OF LABORATORY INDEX TESTS

TABLE 2 – SUMMARY OF SUBSURFACE CONDITIONS

FIGURES

FIGURE 1 – SITE LOCATION PLAN

FIGURE 2 – SUBSURFACE EXPLORATION PLAN, EXISTING SITE CONDITIONS

FIGURE 3 – SUBSURFACE EXPLORATION PLAN, PROPOSED SITE DEVELOPMENT

APPENDICES

APPENDIX A – TEST BORING LOGS

APPENDIX B – LABORATORY TEST DATA

APPENDIX C – EXISTING SITE INFORMATION

APPENDIX D – GEOTECHNICAL REPORT LIMITATIONS

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

(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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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:

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

TABLES

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

Empire Geo-Services, Inc.
5167 South Park Avenue
Hamburg, New York 14075

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

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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

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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.

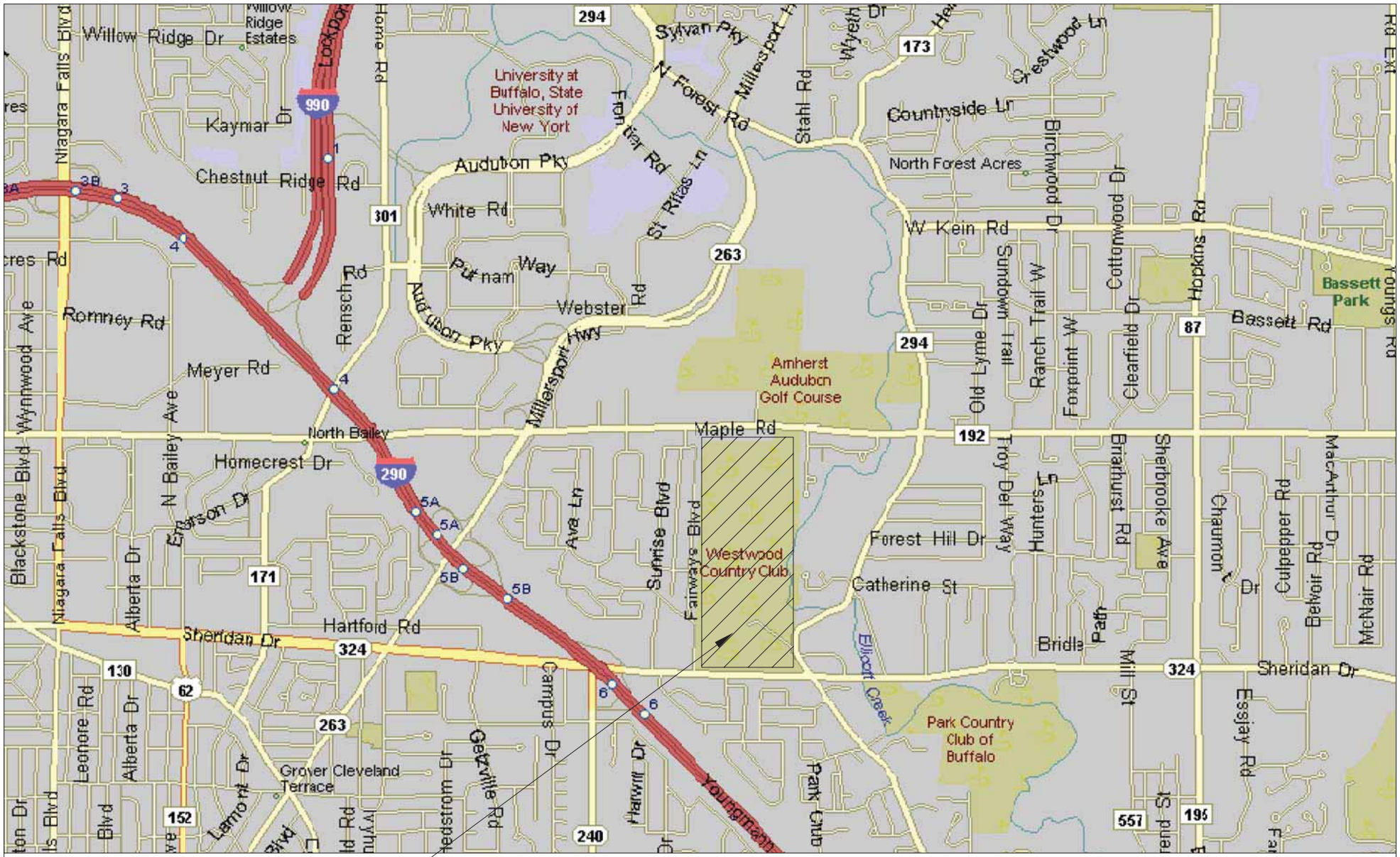
N.E. - Not Encountered N.E.B.C. - Not Encountered Before Water Added to Boring to Facilitate Rock Coring N.D. - Not Determined

Empire Geo-Services, Inc.
5167 South Park Avenue
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Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

FIGURES



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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))



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

Packet Pg



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	

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

APPENDIX A

TEST BORING LOGS

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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			Becomes Brown (v.stiff)	
		11	15		20		
	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 (moist, stiff, ML)	
10		6	7		14		
	6	11	12			(v.stiff)	
		10	12		22		
15	7	24	11				No Recovery Sample #7
		12	7		23		
20	8	15	11			Becomes Brown-Gray, contains some f-c Sand	
		10	18		21		
25	9	15	17			Brown-Gray Silty CLAY, little f-c Sand, tr.gravel (moist, hard, CL)	
		21	24		38		
30	10	15	18			Brown-Gray Clayey SILT, some f-c Sand, tr.gravel (moist, hard, ML)	
		50	50/0.4		68		
35						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.
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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

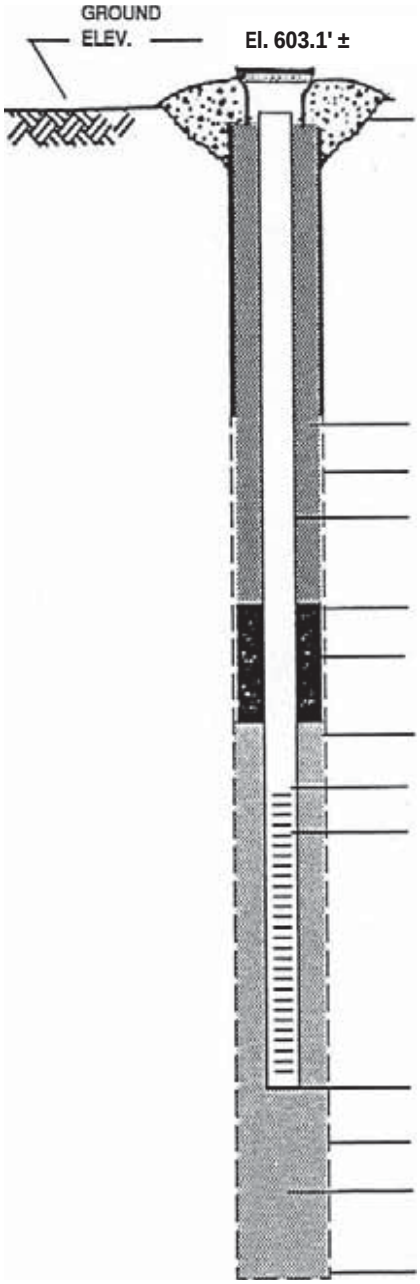
DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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		
						Boring Complete with Sample Spoon Refusal at 47.5' and Auger Refusal at 47.6'	No free standing water encountered 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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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			Red-Brown Silty CLAY, tr.sand, occasional Silt	
		3	4		6	partings (moist, medium, CL)	
5	3	4	7			(v.stiff)	
		9	15		16		
	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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

DATE
START 1/27/2014
FINISH 1/27/2014
SHEET 1 OF 1

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

DATE
START 1/17/2014
FINISH 1/17/2014
SHEET 1 OF 1

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

DATE
START 1/23/2014
FINISH 1/23/2014
SHEET 1 OF 1

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

DATE
START 1/21/2014
FINISH 1/21/2014
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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

DATE
START 1/21/2014
FINISH 1/21/2014
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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

DATE
START 1/21/2014
FINISH 1/21/2014
SHEET 2 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
	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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

DATE
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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

DATE
START 1/22/2014
FINISH 1/22/2014
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

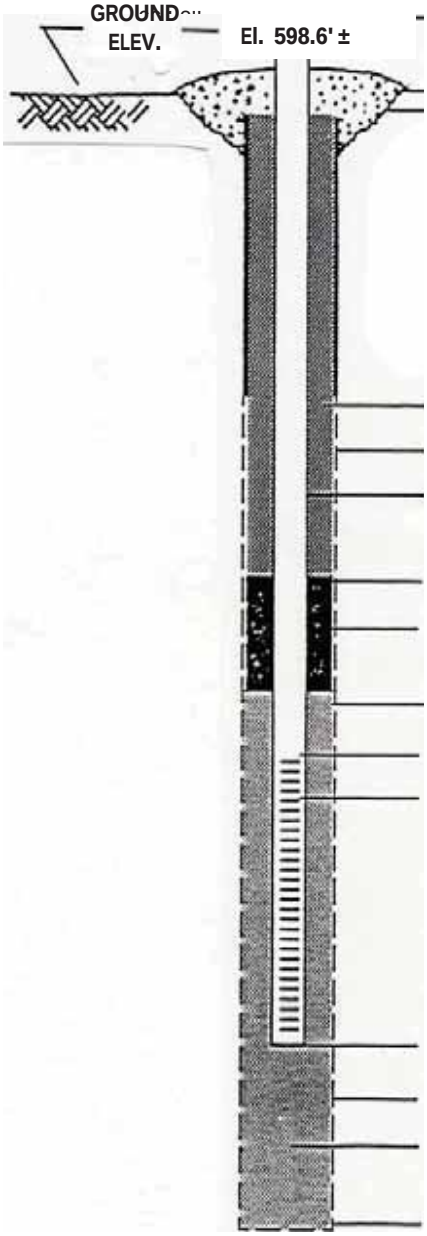
DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

DATE
START 1/22/2014
FINISH 1/22/2014
SHEET 2 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
	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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

DATE
START 1/23/2014
FINISH 1/23/2014
SHEET 1 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
	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				
		8	7		15	Contains occasional Silt partings	
	4	11	11				
		10	5		21	(v.stiff)	
	5	7	5				
10		10	9		15	(stiff)	
	6	2	4				
		7	8		11	Brown Clayey SILT, little f-c Sand, tr.gravel (moist, stiff, ML)	
15	7	5	8				
		13	14		21	Brown Silty CLAY, little f-c Sand (moist, v.stiff, CL)	
20	8	6	10				
		11	11		21	Brown Clayey SILT, little-some f-c Sand, tr.gravel (moist, v.stiff, ML)	
25	9	8	11				
		12	14		23	Becomes Brown-Gray	
30	10	WOH	3				WOH = Weight of Hammer and Rods
		6	6		9	Red-Brown and Gray Silty CLAY, tr.sand (moist, stiff, CL)	
35	11	8	11				
		13	10		24	Brown-Gray f-m SAND and Silt, tr.-little f-c Gravel (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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.
	10	15	25			Gray-Brown f-m SAND, some-and Silt, little f-c Gravel	NQ '2' Size Rock Core
		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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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		
25						Boring Complete at 20.0'	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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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
						(moist, v.compact, SM)	
30							
	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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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	
		4	10		12	lenses (moist, stiff, ML)	
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	REF = Sample Spoon
		39	42		79	fragments (moist, v.compact, SM)	Refusal
	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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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				
		12	15		20	(v.stiff)	
	5	3	4				
10		4	3		8	(wet, medium)	
	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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

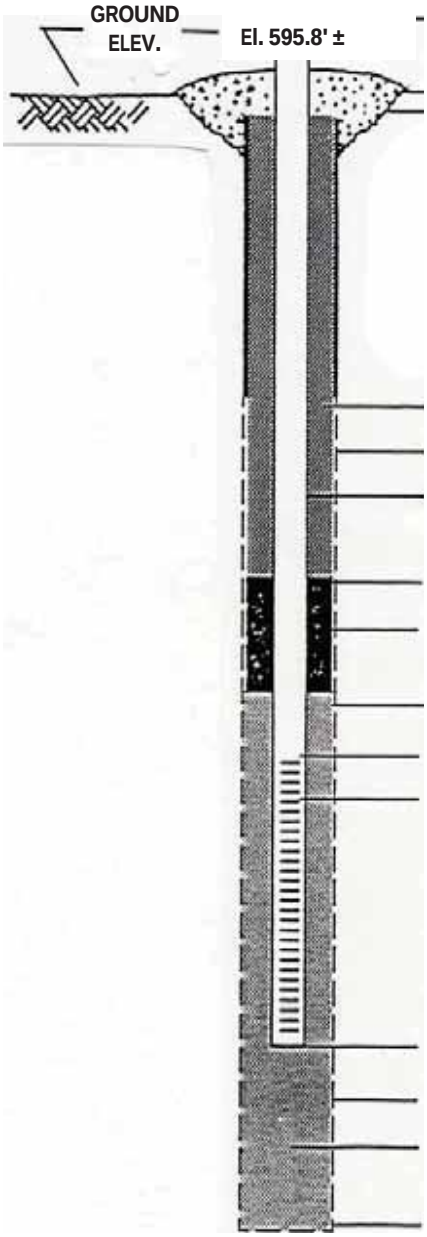
DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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			Becomes Brown-Gray	
10		16	17		25		
	6	5	14			Contains tr.gravel (hard)	
		18	21		32		
15							
	7	8	12				
		20	27		32		
	8	10	16				
20		28	31		44		
25						Boring Complete at 20.0'	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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

APPENDIX B

LABORATORY TEST DATA

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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
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

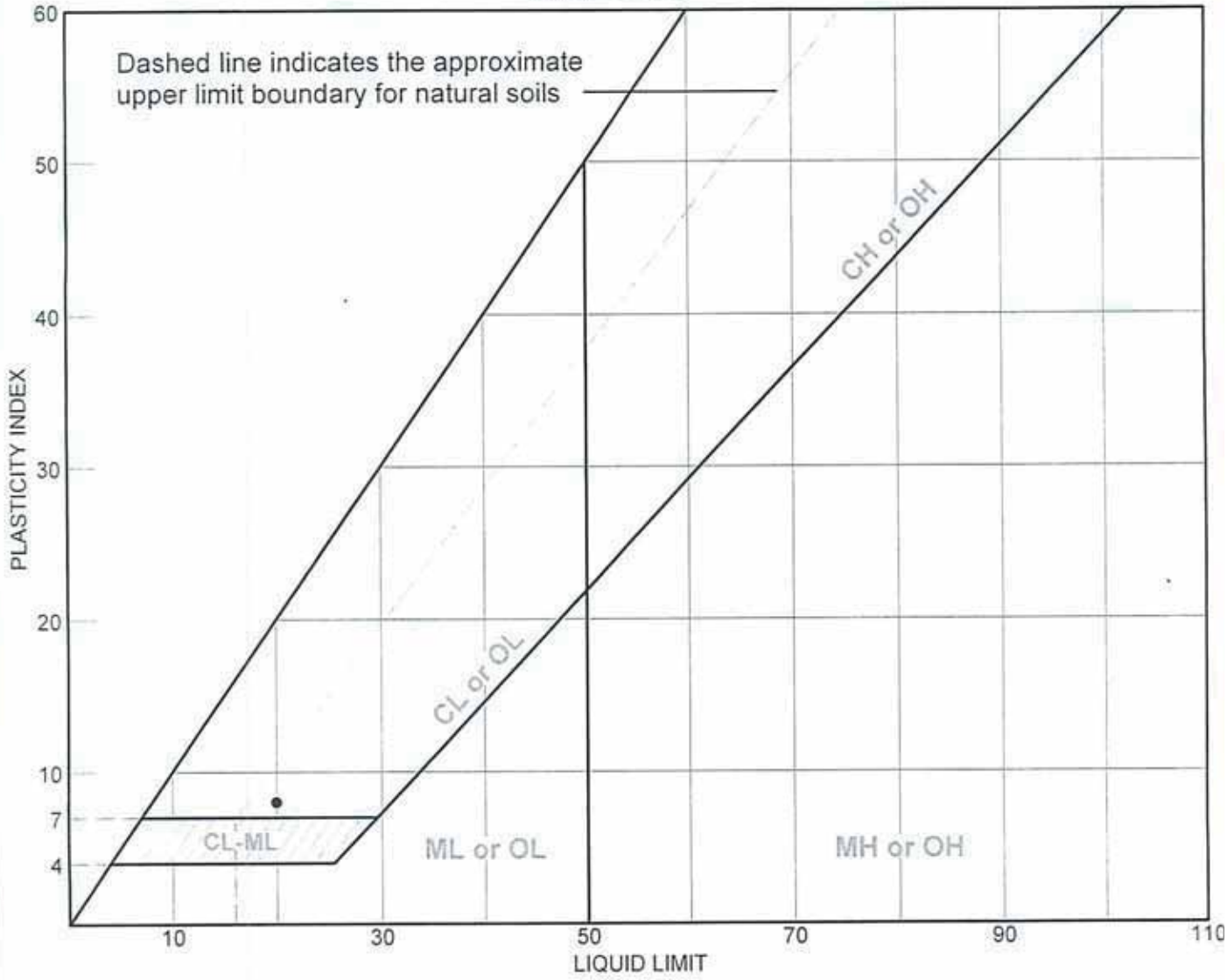
Value of Initial Water Content = 27.7 %
Value of Shrinkage Limit = 12
Value of Shrinkage Ratio = 2.02

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



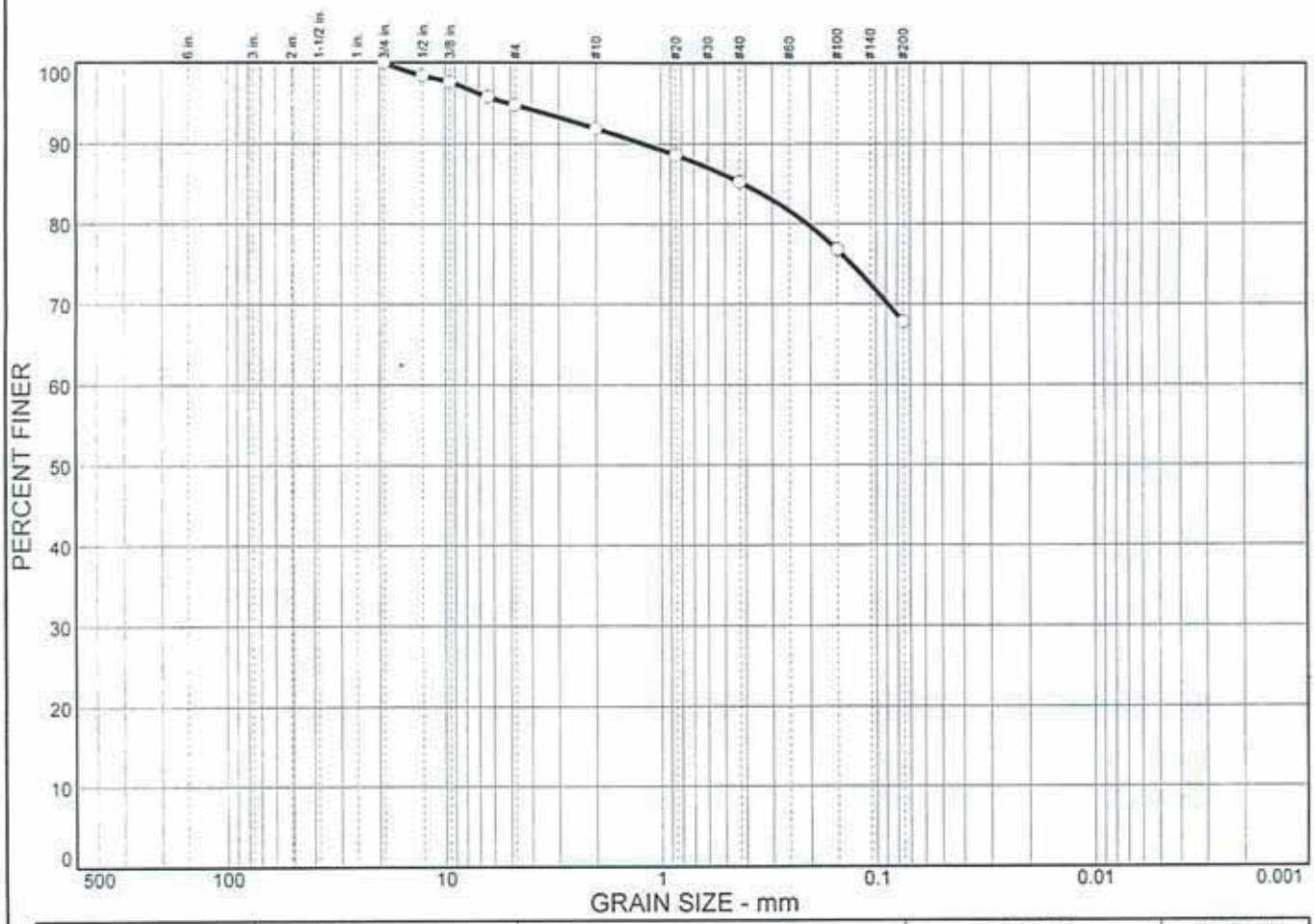
SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
•	B-1	S-3	4' - 6'	14.6 %	12	20	8	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC.

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

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

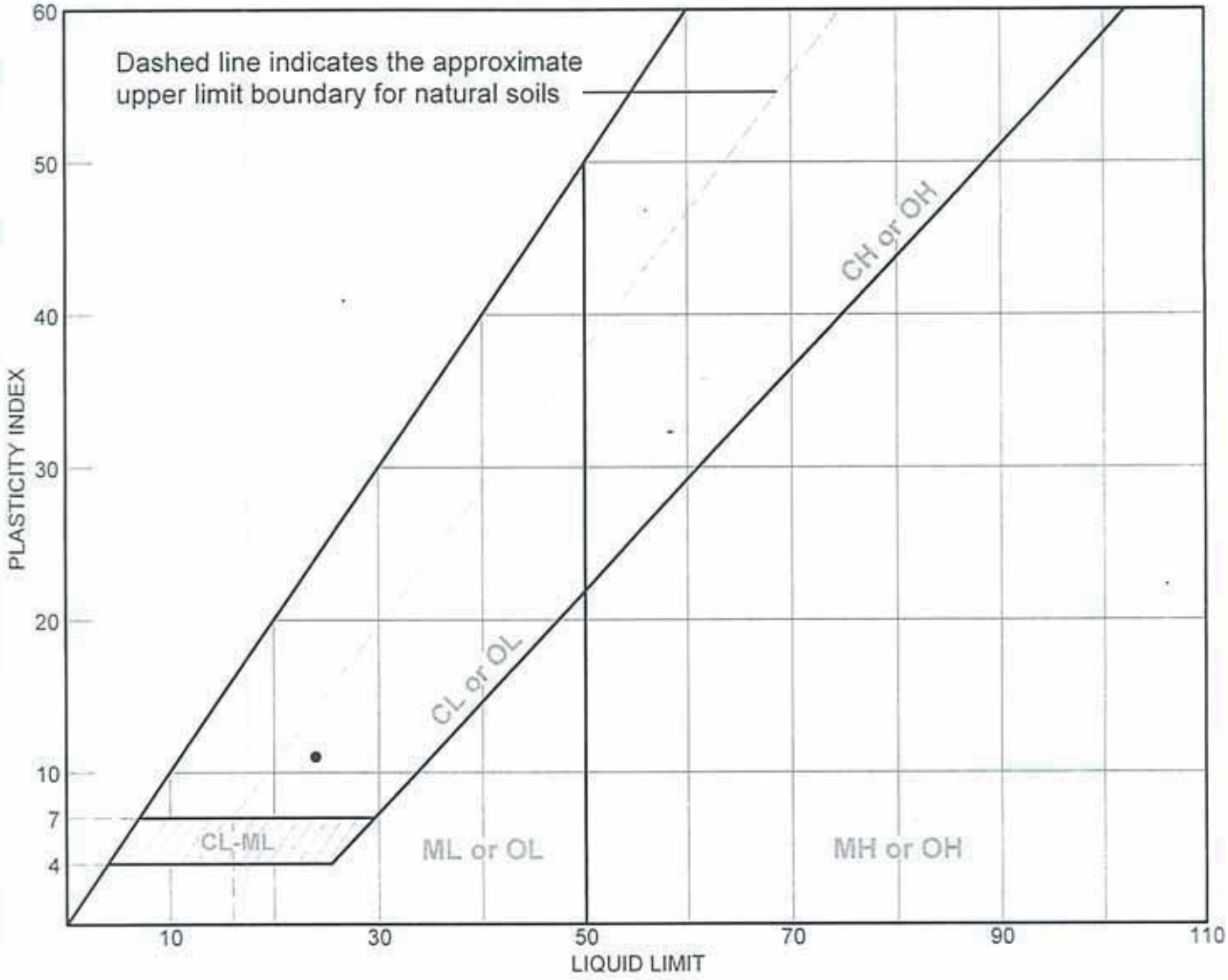
Value of Initial Water Content = 32.3 %
Value of Shrinkage Limit = 13
Value of Shrinkage Ratio = 1.94

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



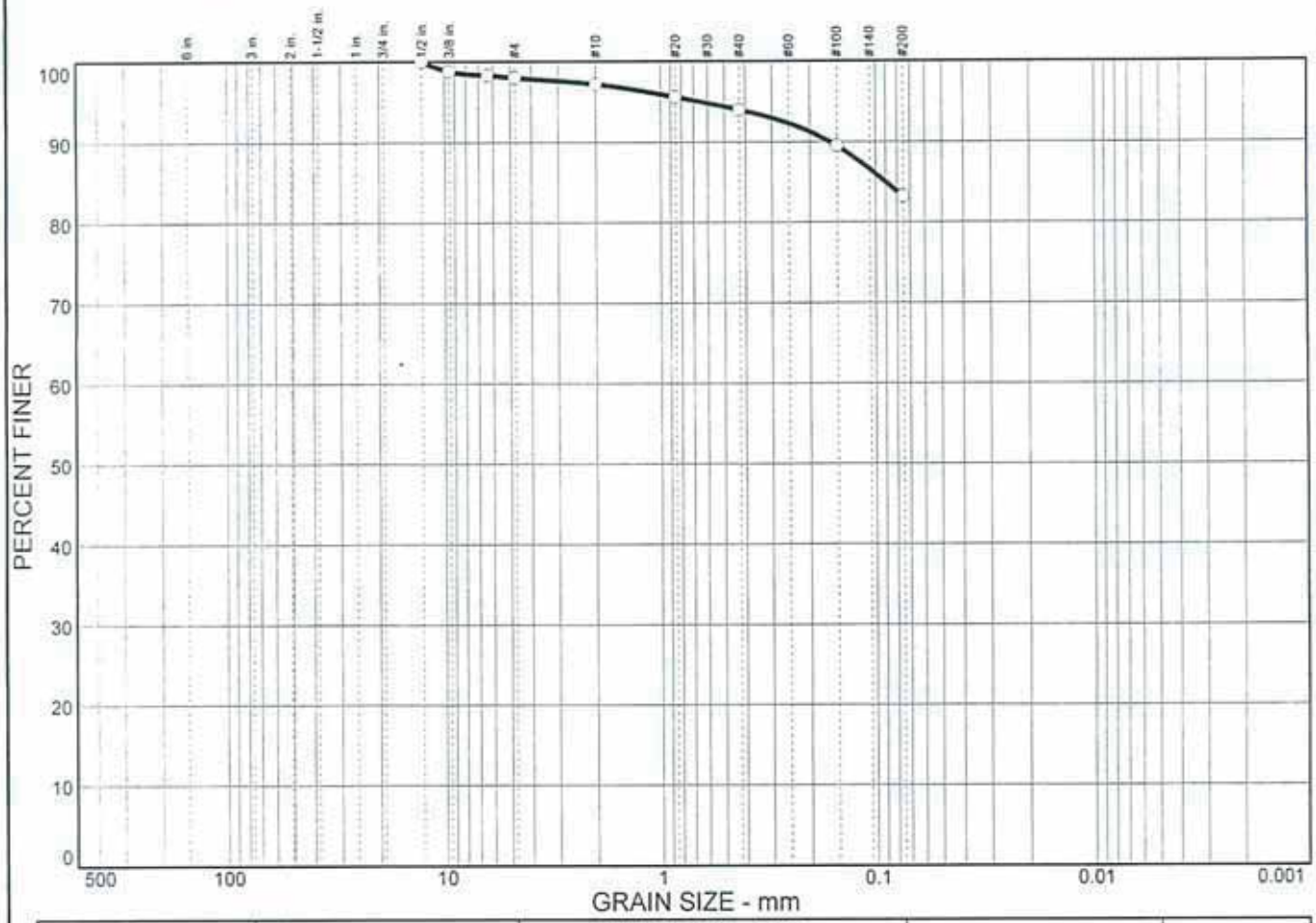
SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-3	S-4	6' - 8'	14.8 %	13	24	11	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC.

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

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

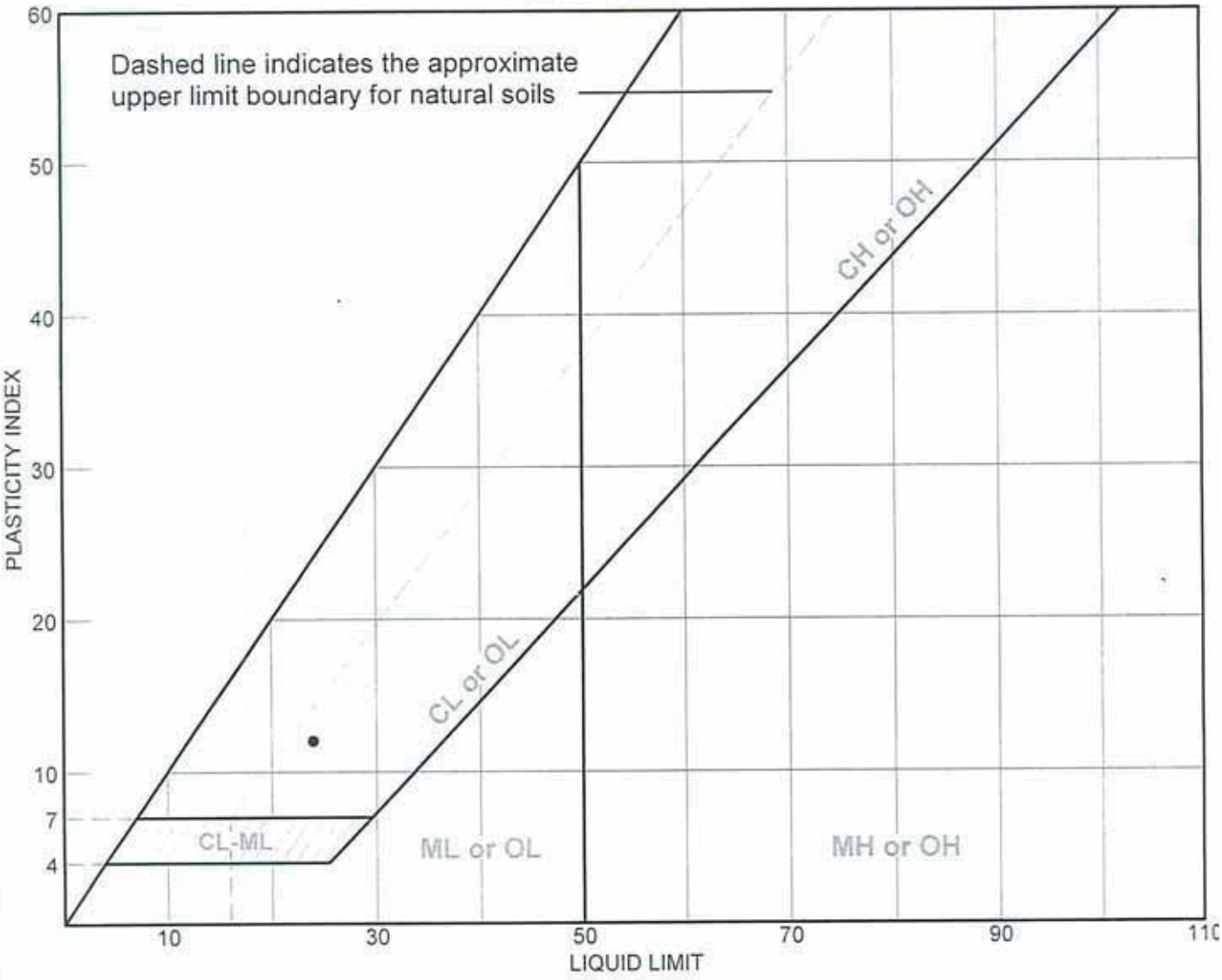
Value of Initial Water Content = 37.9 %
Value of Shrinkage Limit = 13
Value of Shrinkage Ratio = 1.93

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

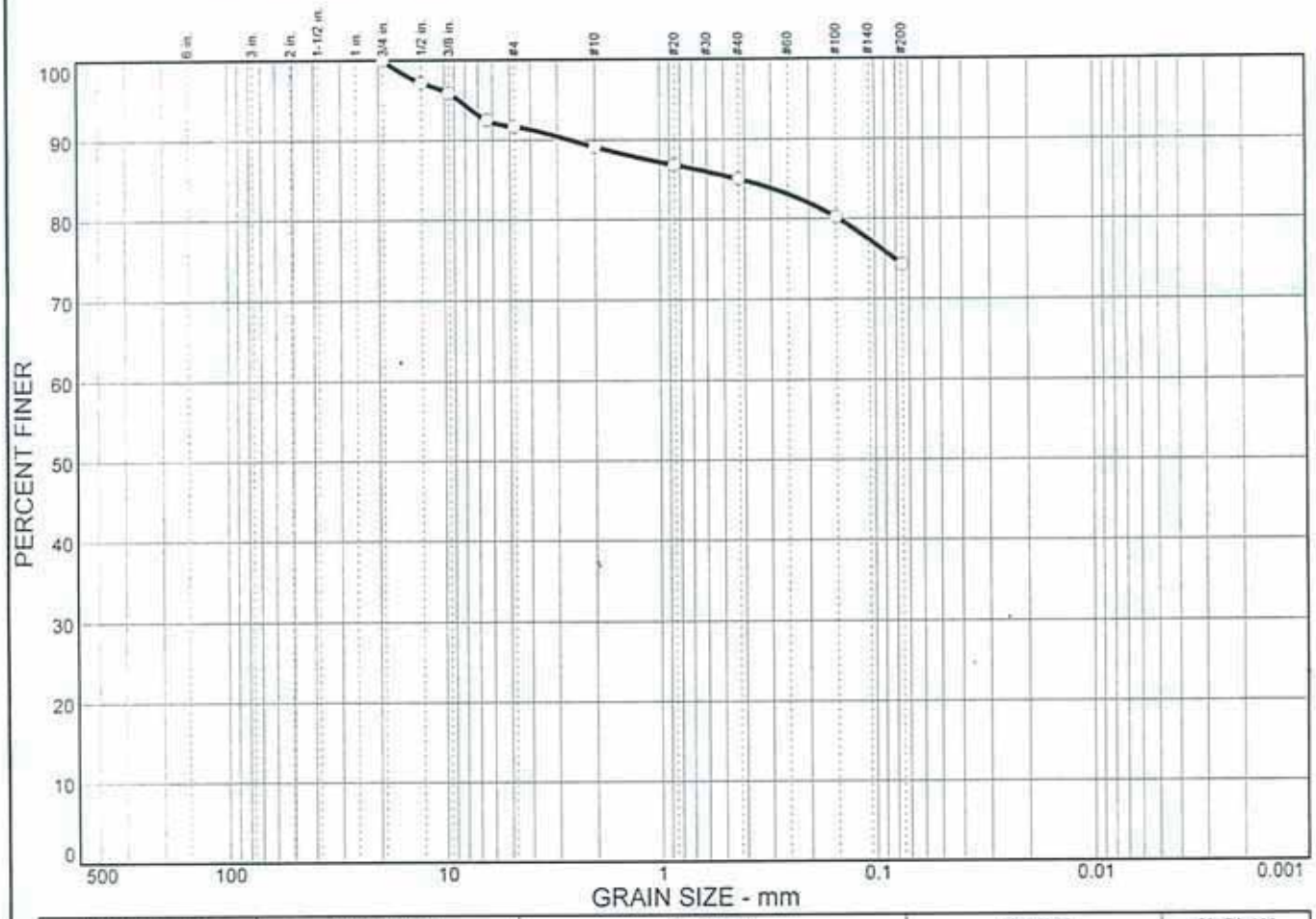
Client: MENSCH CAPITAL PARTNERS, LLC

Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT

Project No.: BE-13-192

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

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

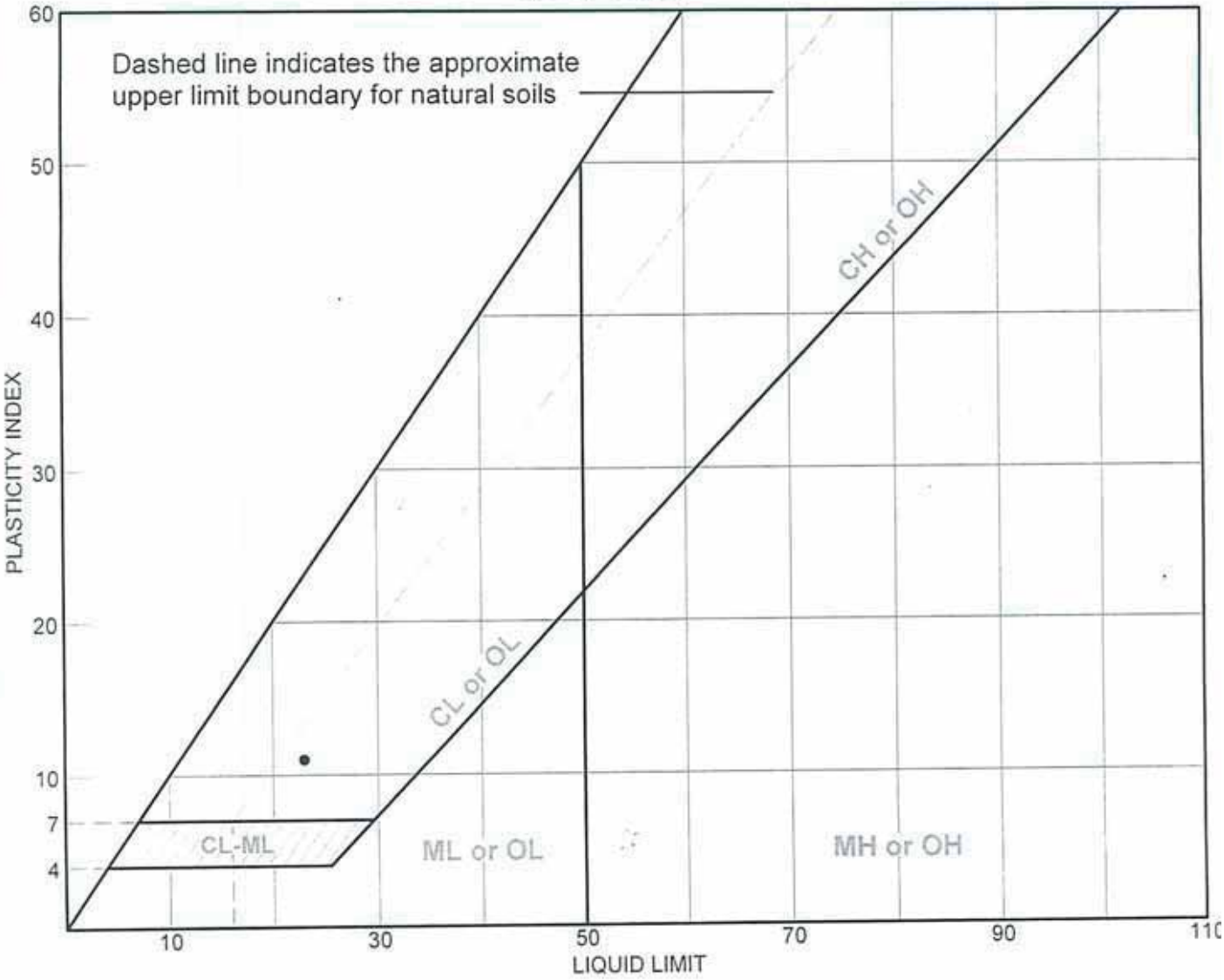
Value of Initial Water Content = 32.9 %
Value of Shrinkage Limit = 17
Value of Shrinkage Ratio = 1.93

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC.

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

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

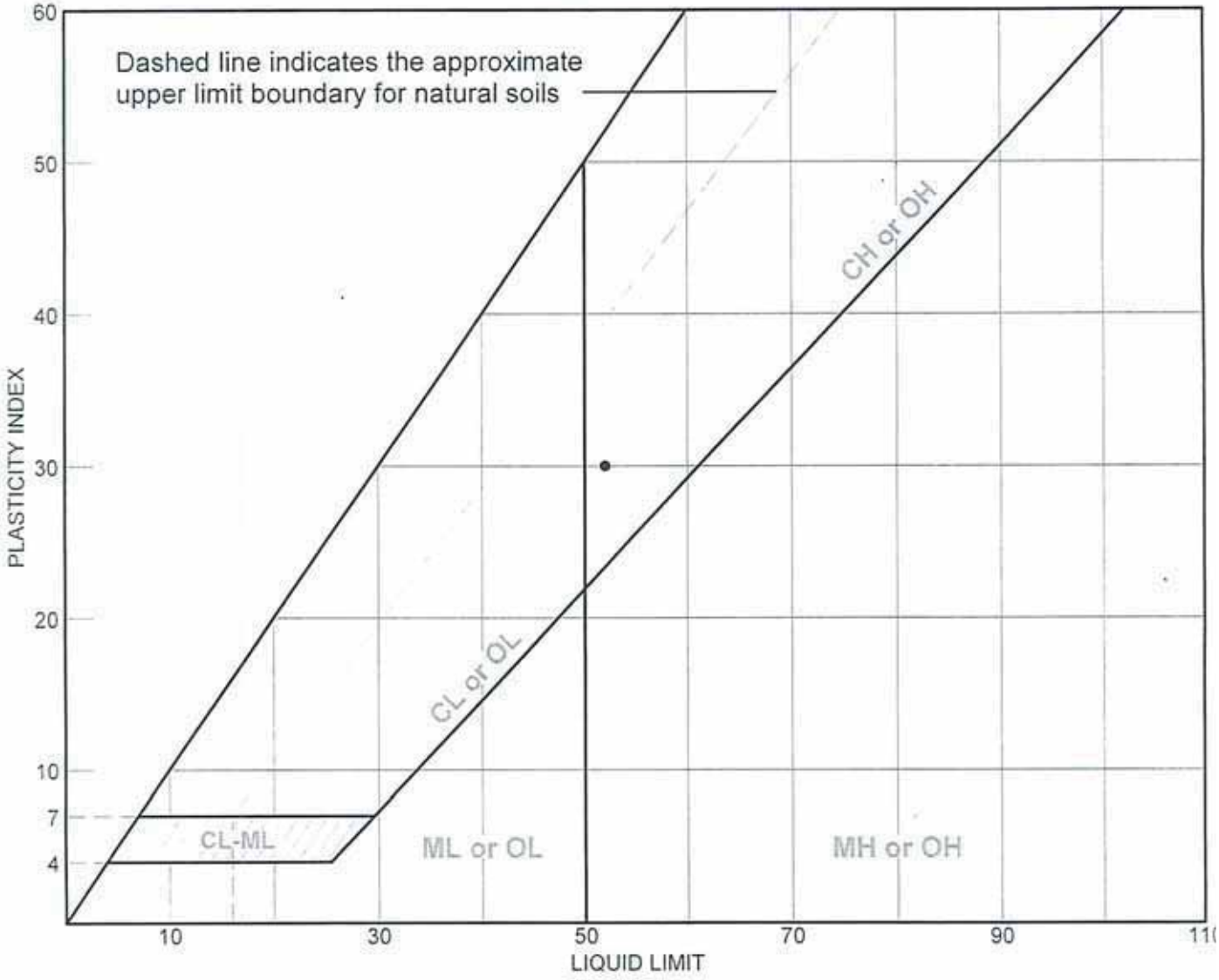
Value of Initial Water Content = 64.8 %
Value of Shrinkage Limit = 23
Value of Shrinkage Ratio = 1.69

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



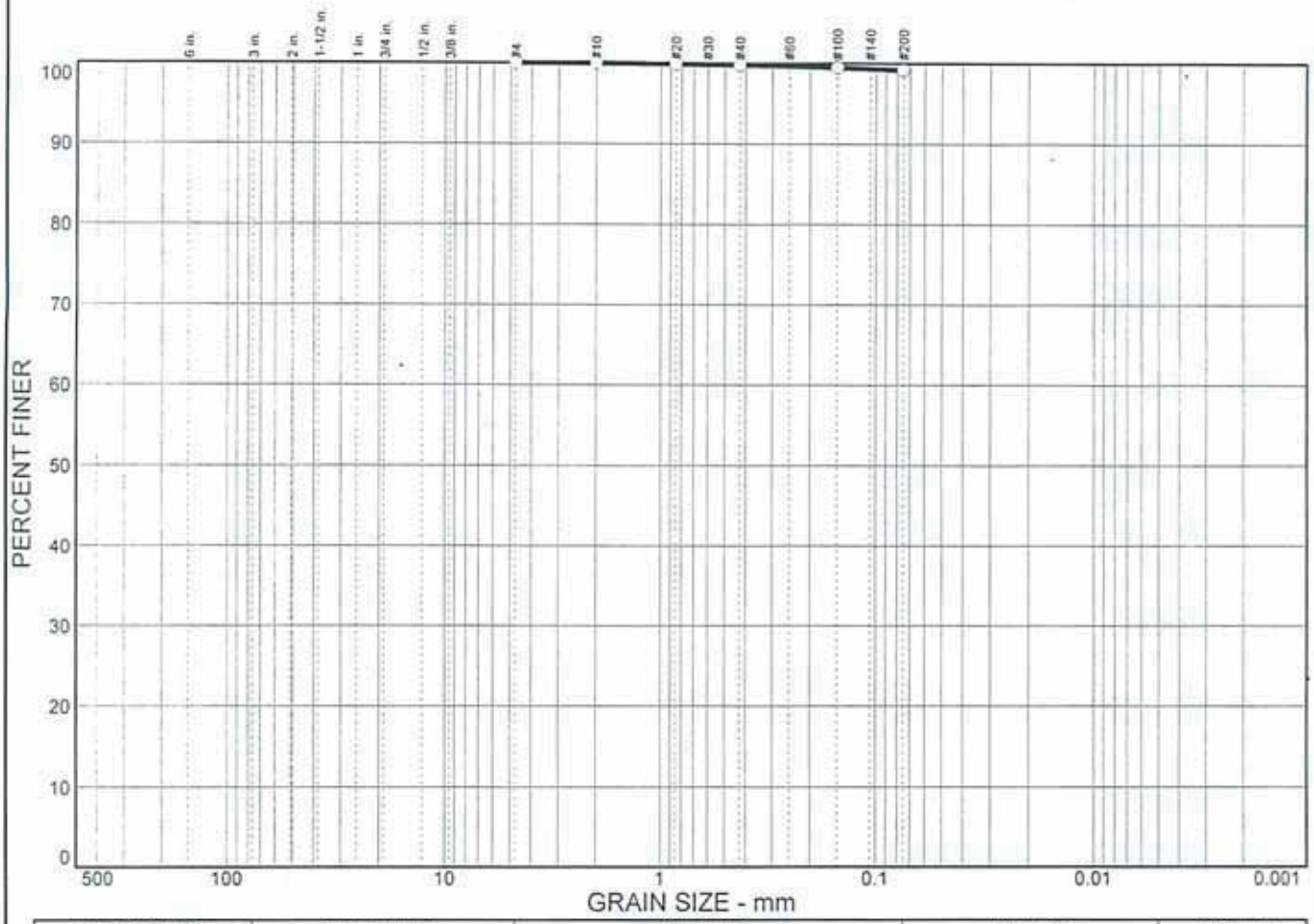
SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-22	S-3	4' - 6'	26.5 %	22	52	30	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC.

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

SAMPLE NUMBER: 14-047
SAMPLE LOCATION: B-35, S-7: 15' – 17'

ASTM D-2216: Laboratory Determination of Water (Moisture) Content of Soil &Rock

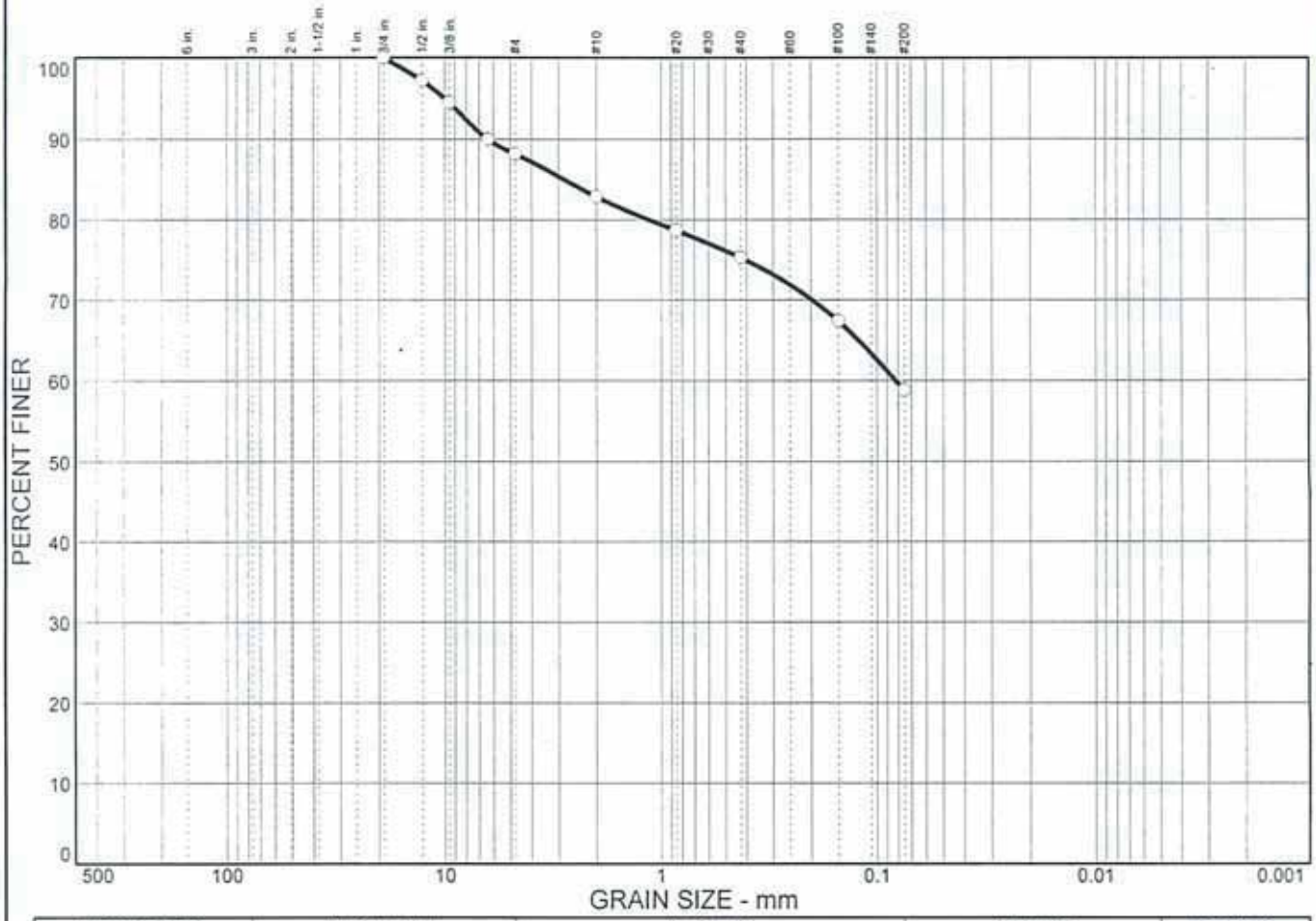
Moisture Content: 8.7 %

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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 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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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 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

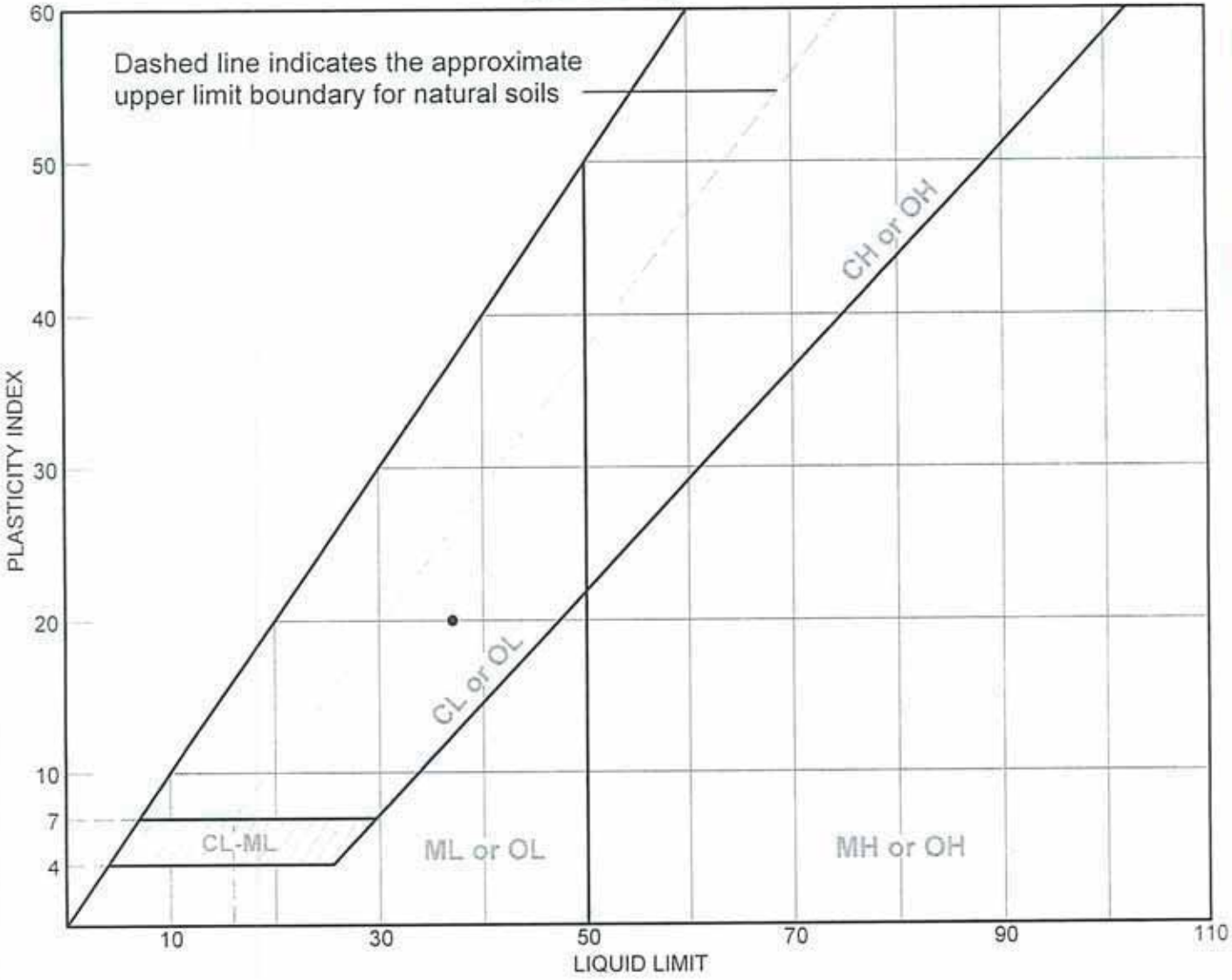
Value of Initial Water Content = 51.6 %
Value of Shrinkage Limit = 19
Value of Shrinkage Ratio = 1.81

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

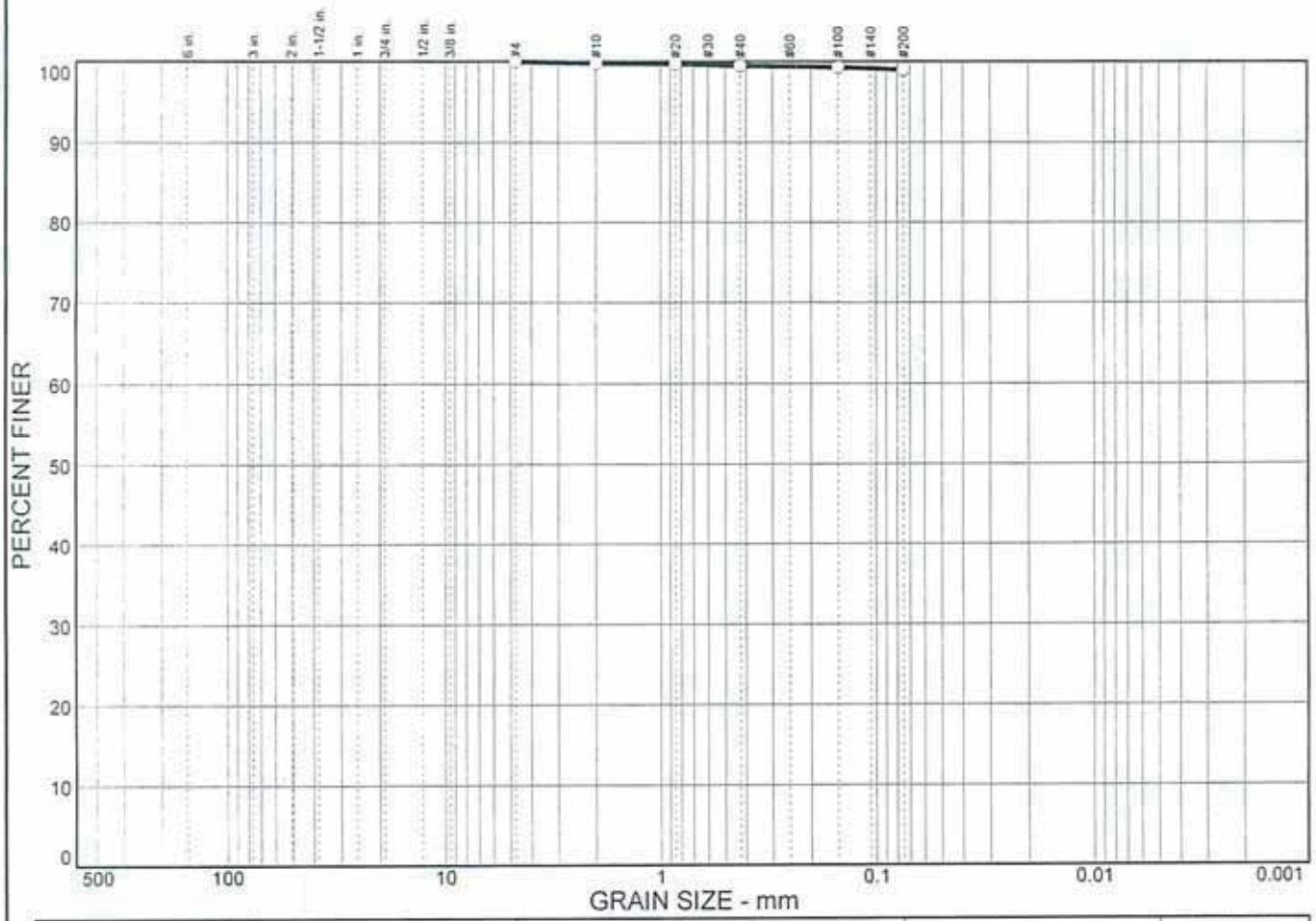
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-20	S-5	8' - 10'	23.3 %	17	37	20	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC.

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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

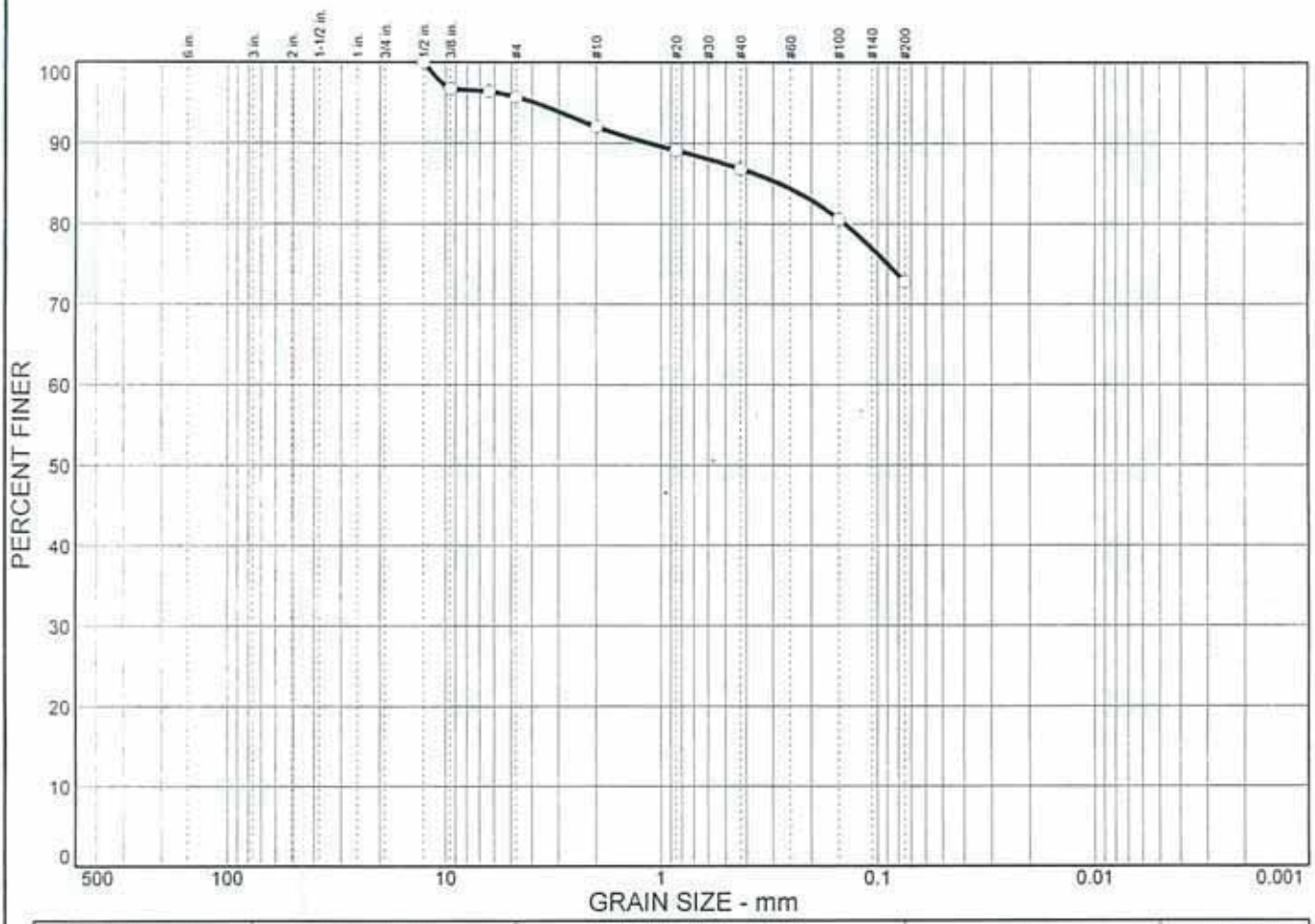
Moisture Content = 11.4 %

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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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

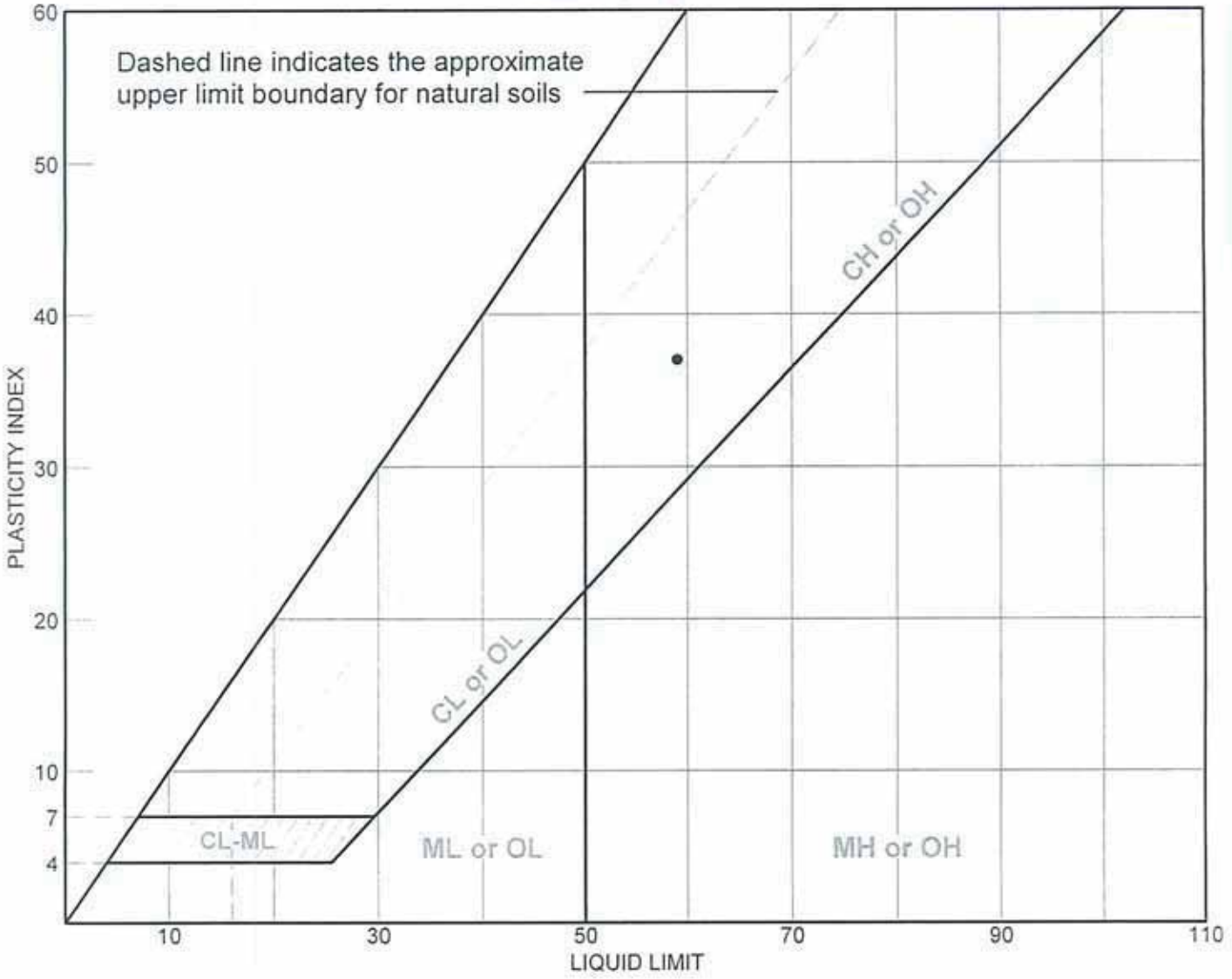
Value of Initial Water Content = 72.6 %
Value of Shrinkage Limit = 22
Value of Shrinkage Ratio = 1.69

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



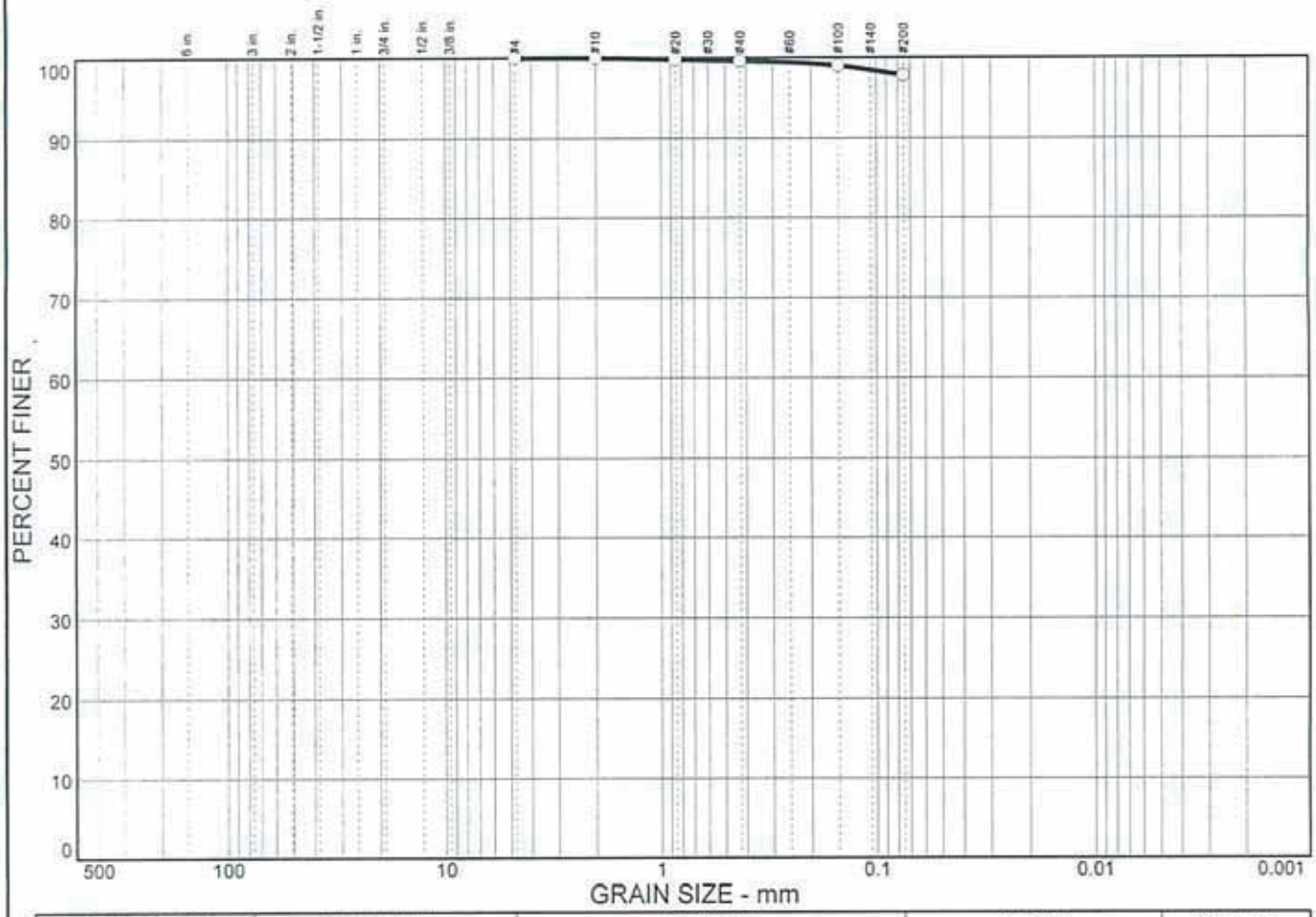
SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
•	B-44	S-3	4' - 6'	21.3 %	22	59	37	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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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-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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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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: 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

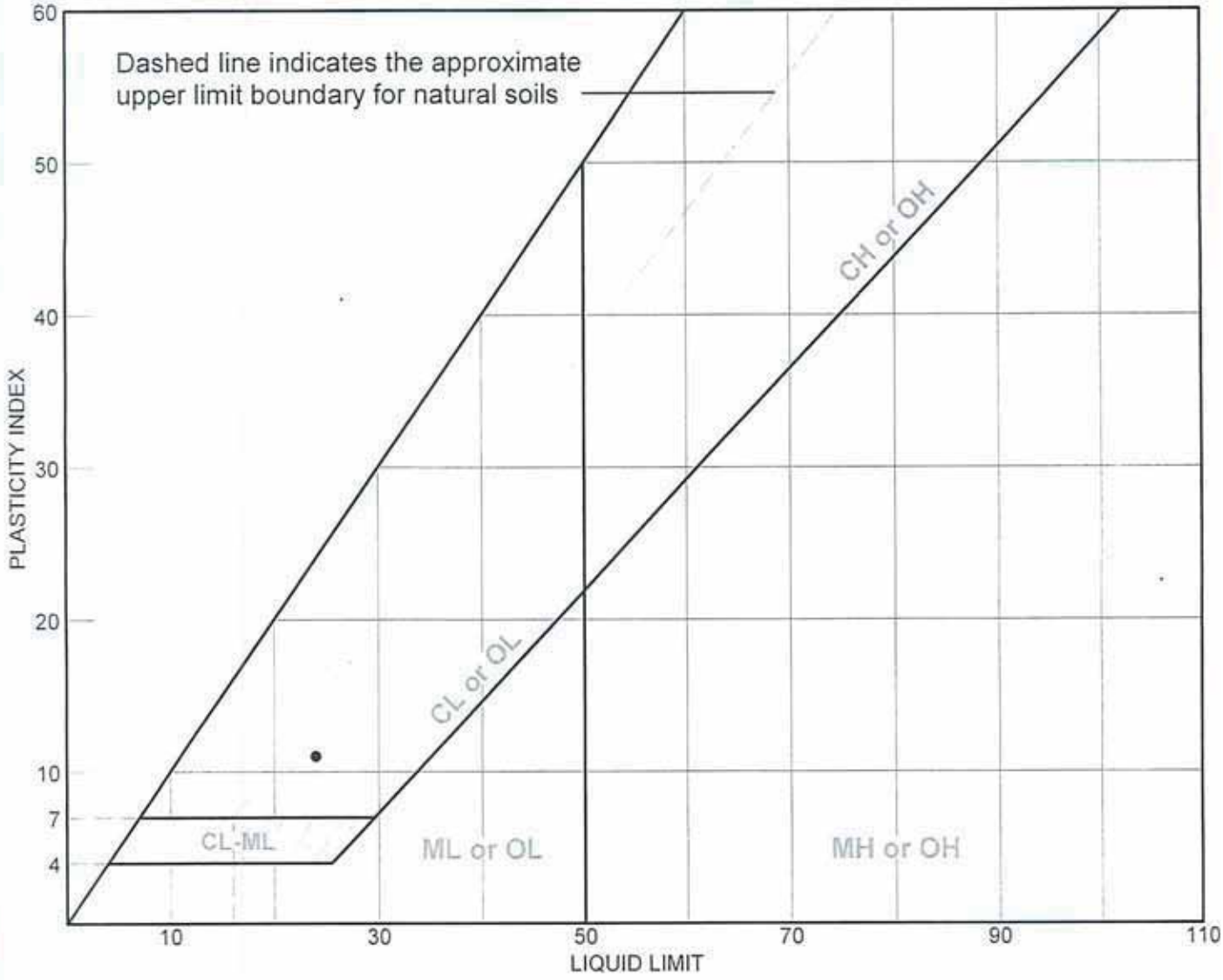
Value of Initial Water Content = 28.5 %
Value of Shrinkage Limit = 12
Value of Shrinkage Ratio = 1.98

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

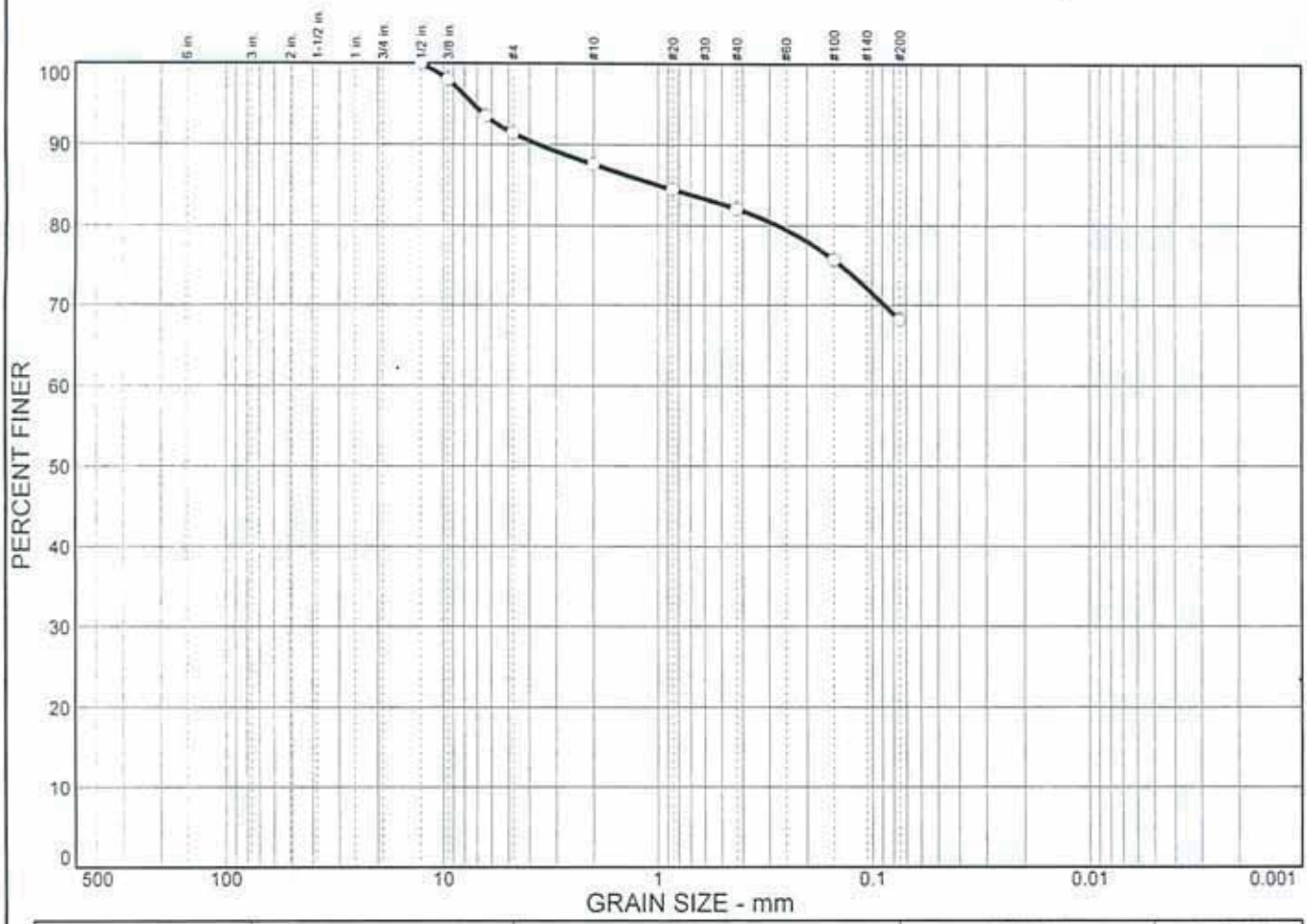
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-12	S-3	4' - 6'	13.1 %	13	24	11	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

Western New Y
5167 South Par
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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

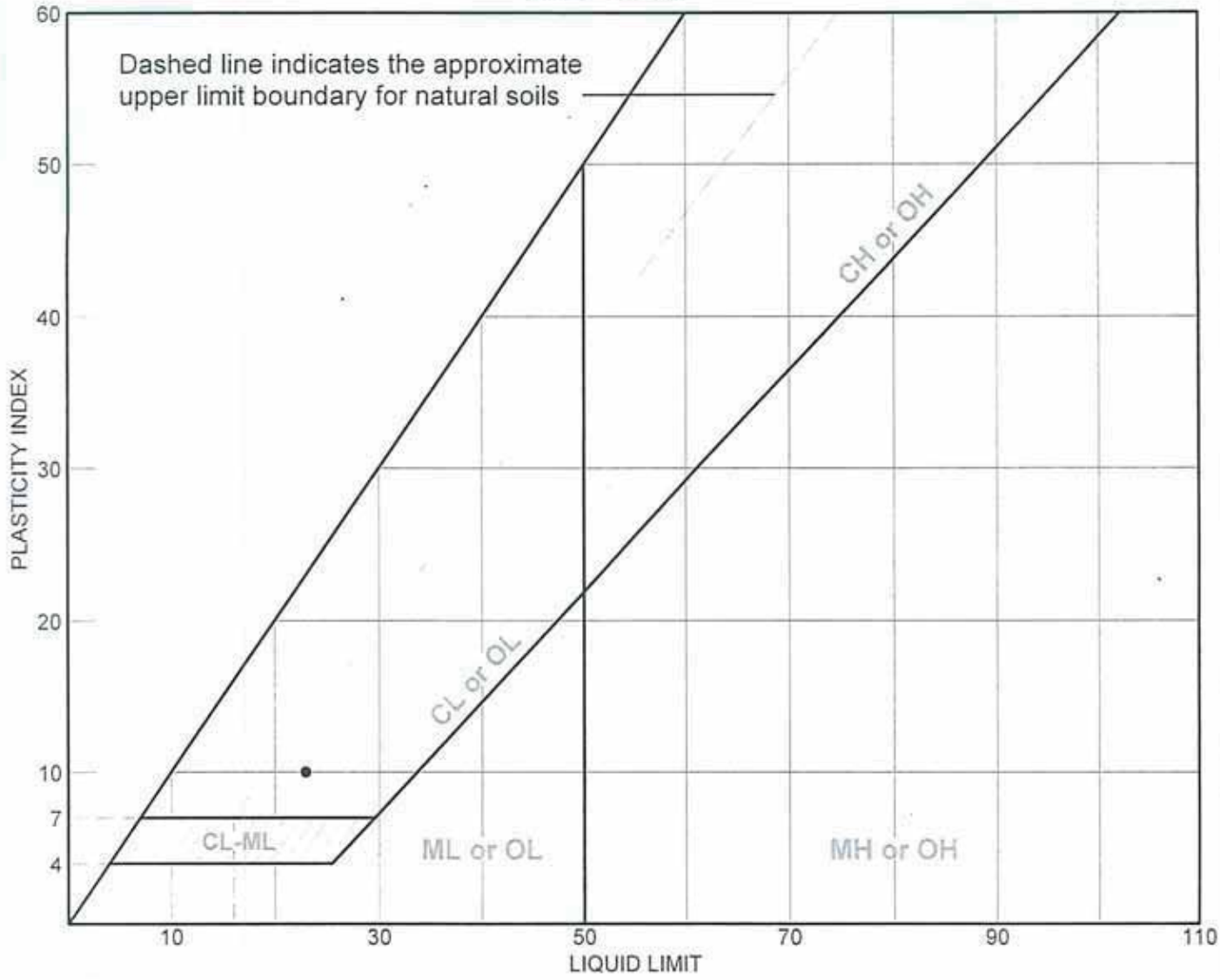
Value of Initial Water Content = 43.0 %
Value of Shrinkage Limit = 12
Value of Shrinkage Ratio = 1.94

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

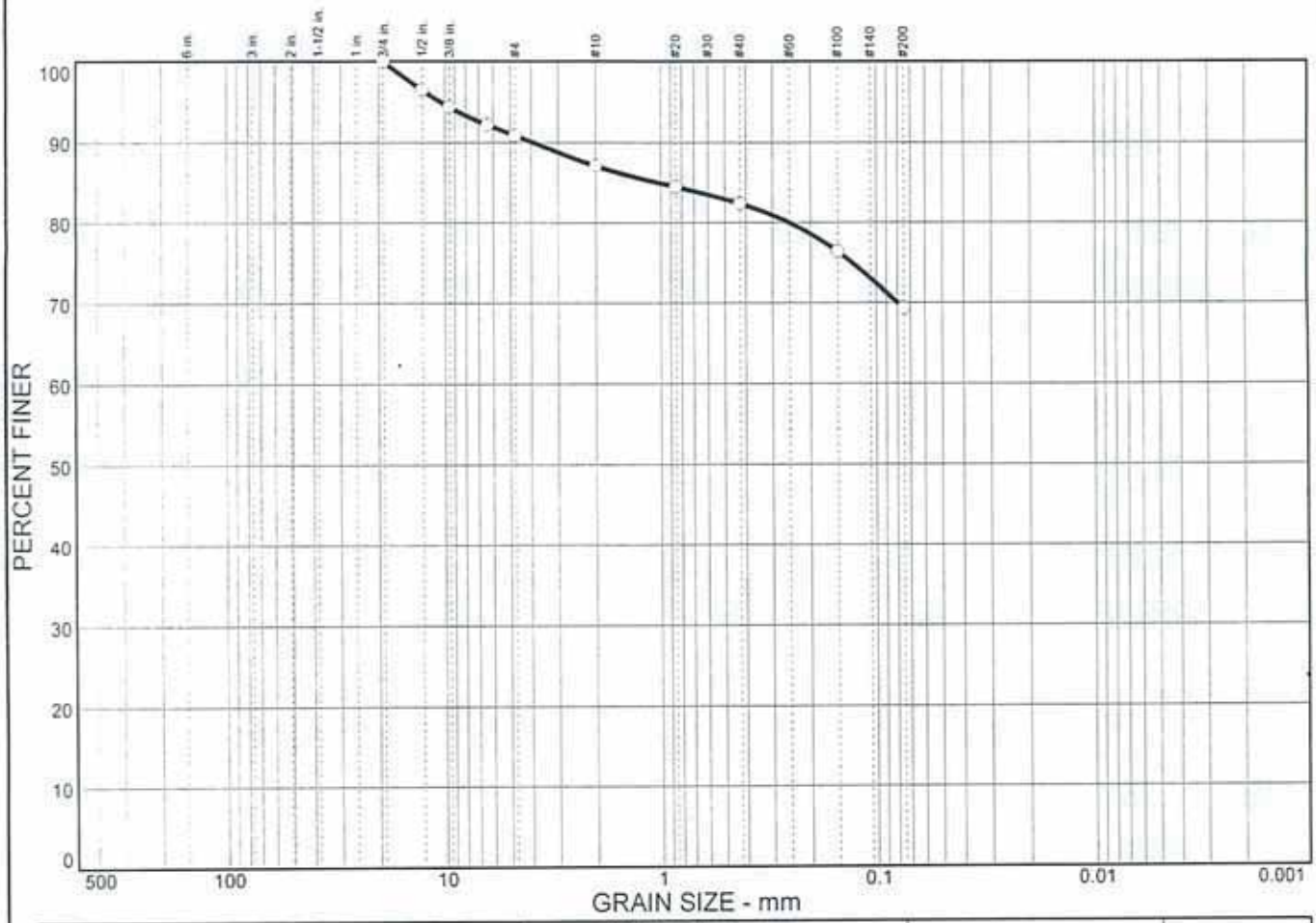
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-31	S-6	10' - 12'	10.7 %	13	23	10	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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-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

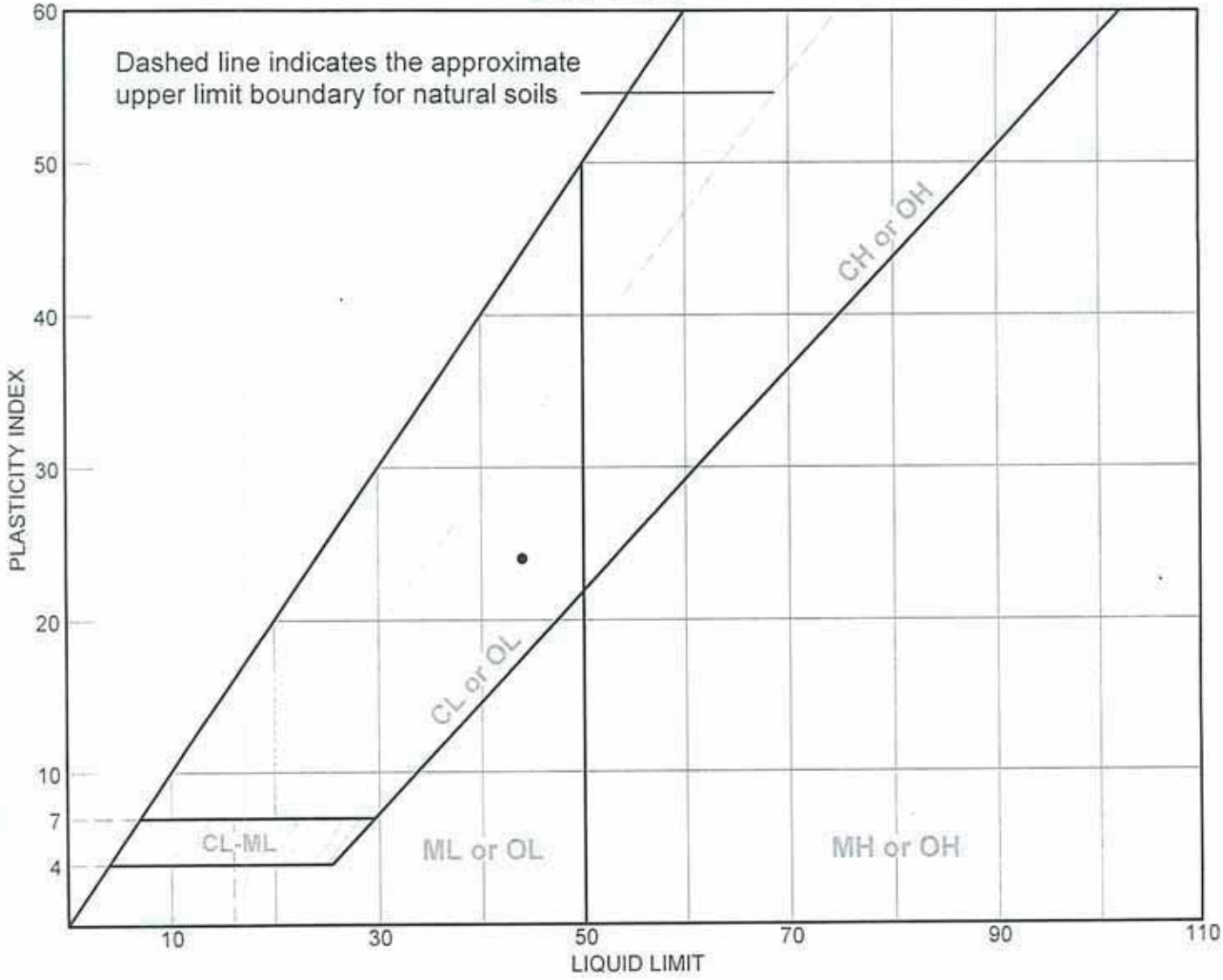
Value of Initial Water Content = 51.2 %
Value of Shrinkage Limit = 20
Value of Shrinkage Ratio = 1.64

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



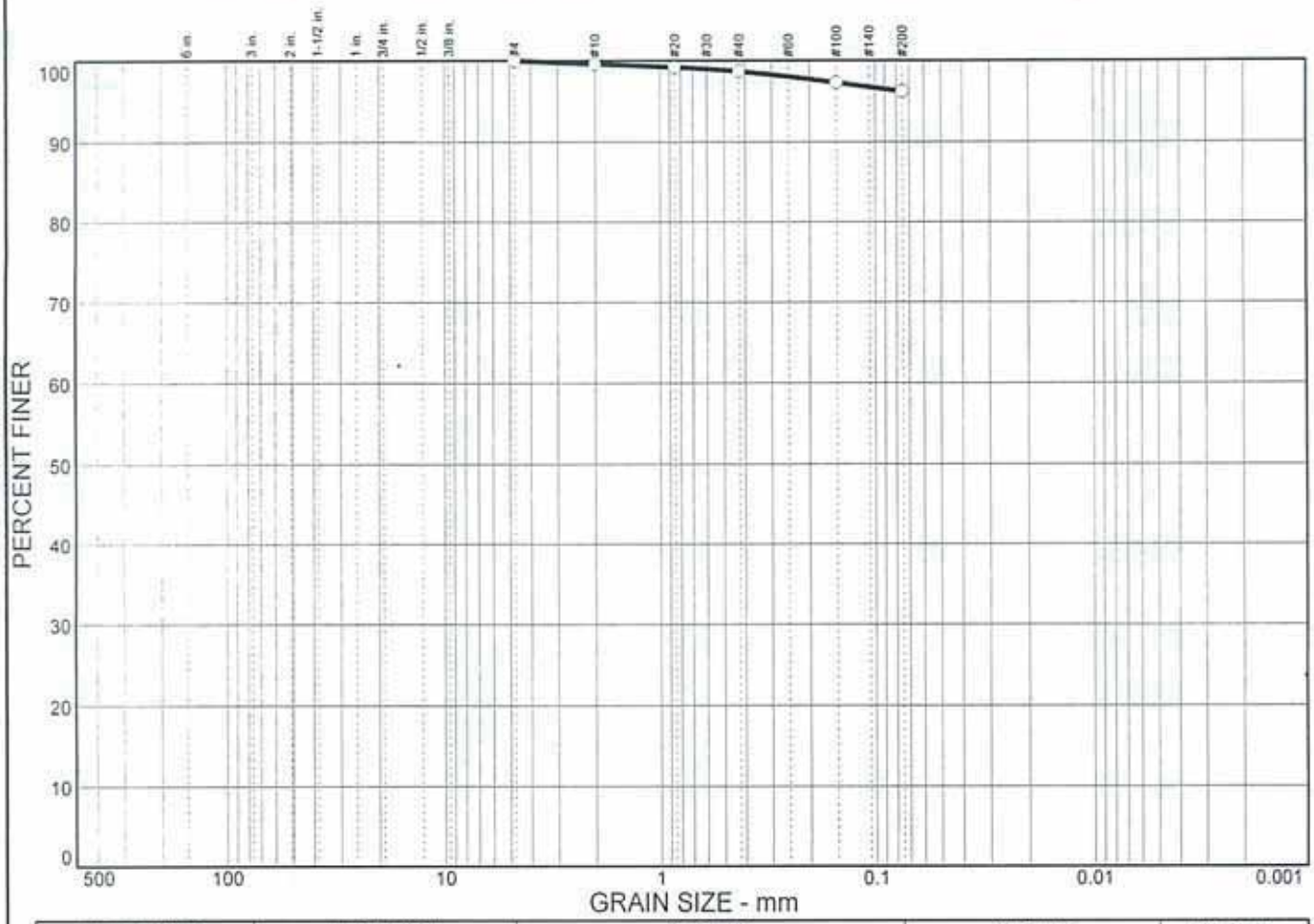
SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
•	B-38	S-2	2' - 4'	21.3 %	20	44	24	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC.

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

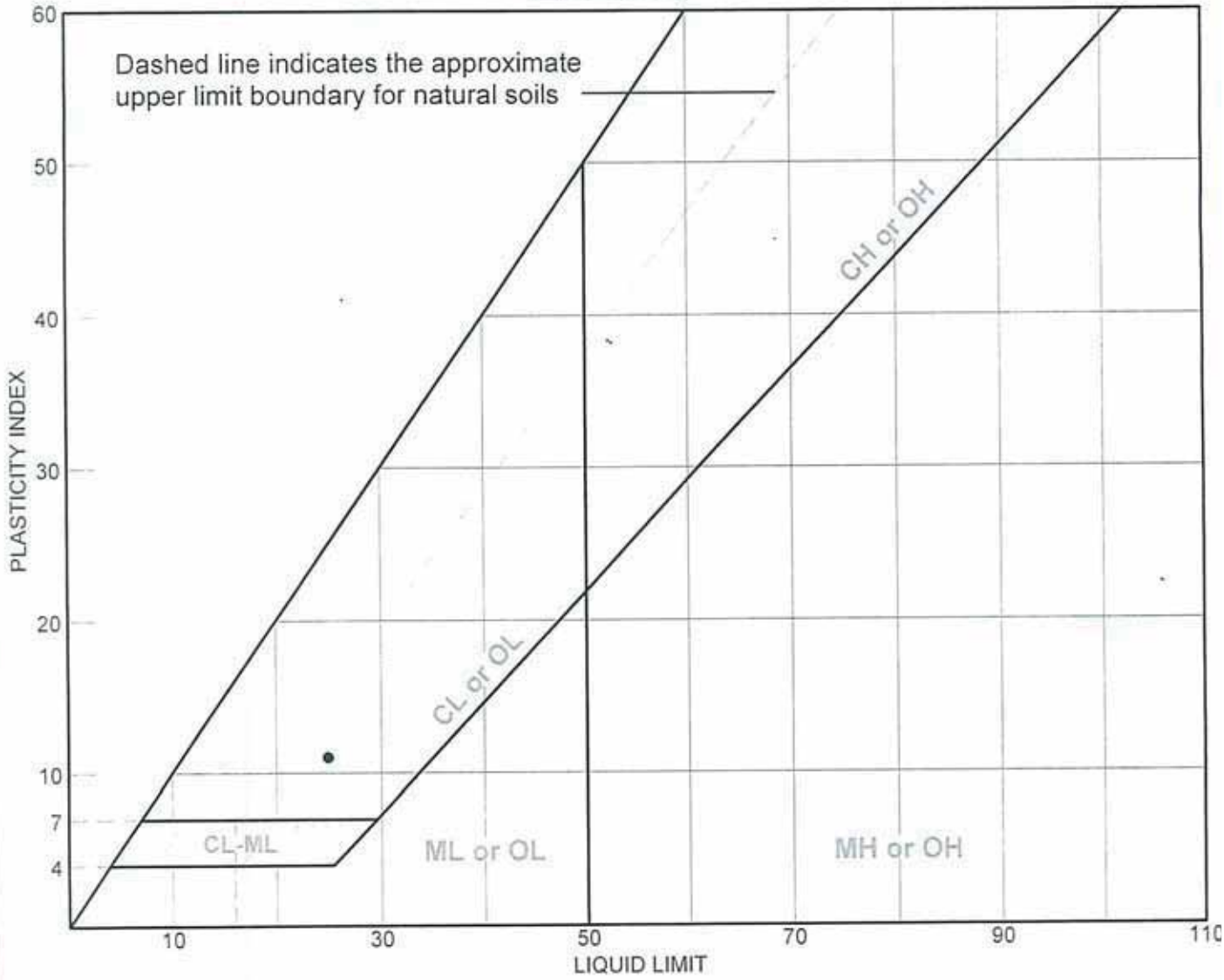
Value of Initial Water Content = 31.5 %
Value of Shrinkage Limit = 13
Value of Shrinkage Ratio = 1.95

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

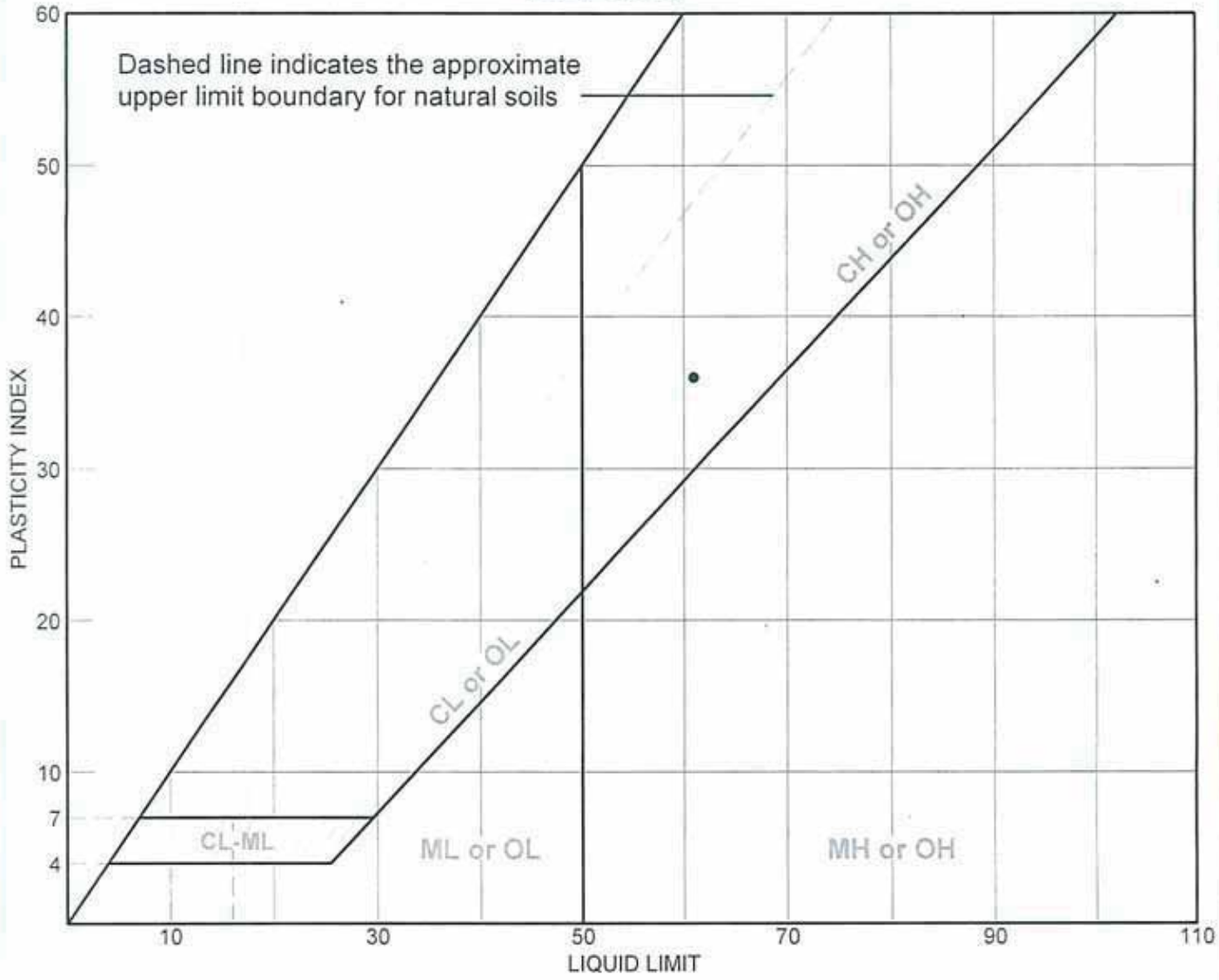
Value of Initial Water Content = 66.6 %
Value of Shrinkage Limit = 22
Value of Shrinkage Ratio = 1.65

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA

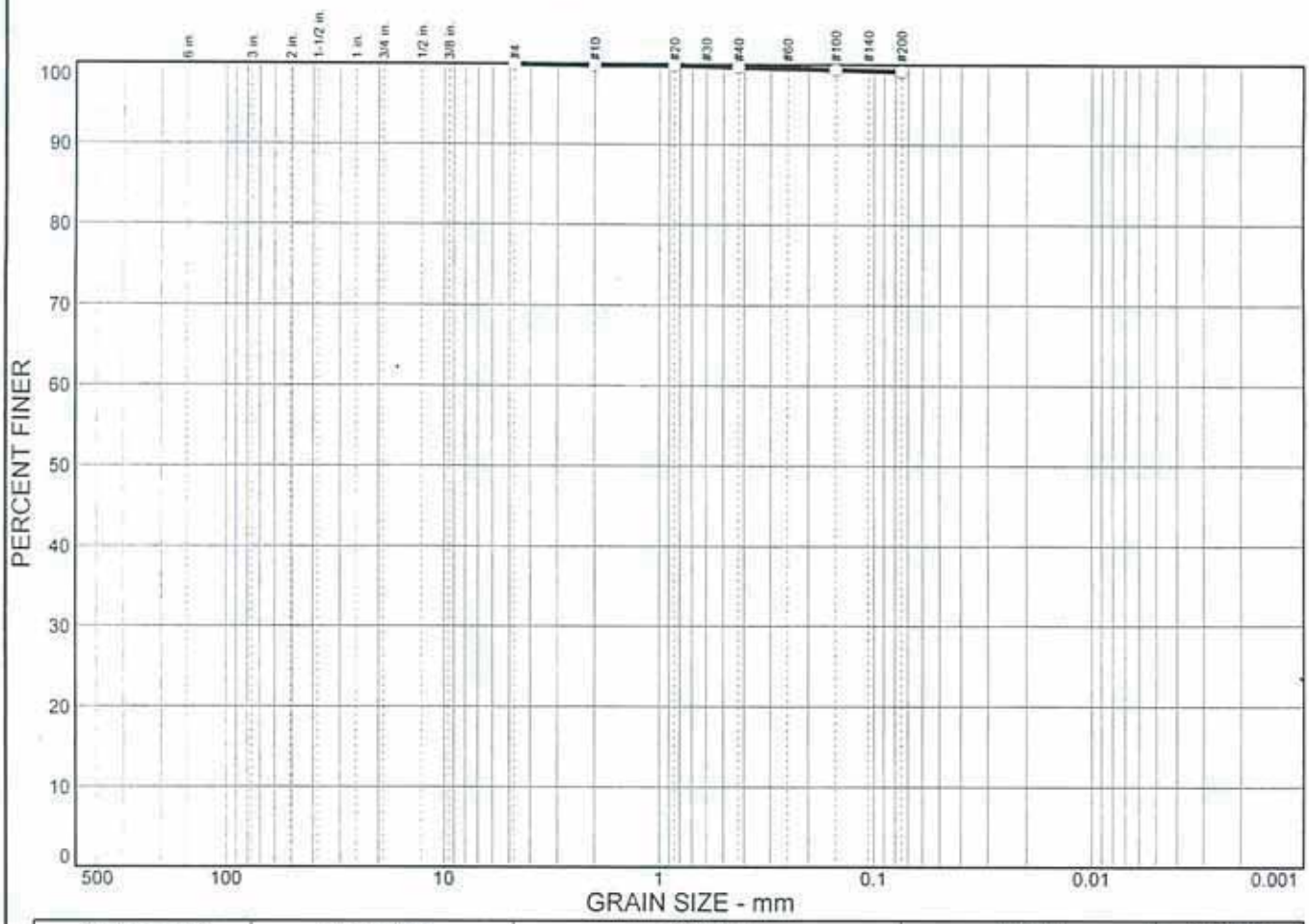
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-46	S-3	4' - 6'	28.1 %	25	61	36	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

Western New York
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: 14-127
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

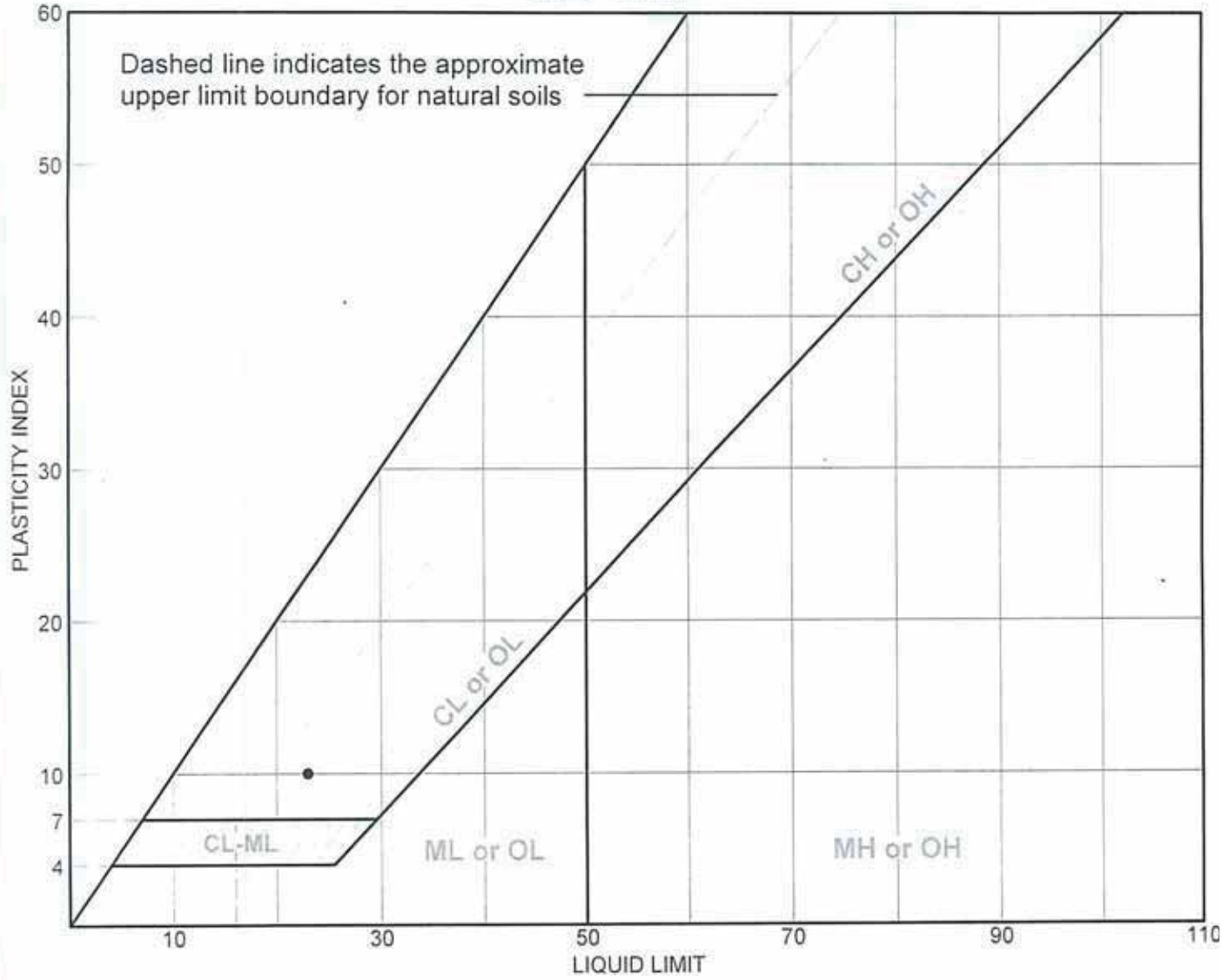
Value of Initial Water Content = 34.4 %
Value of Shrinkage Limit = 14
Value of Shrinkage Ratio = 1.94

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

SJB SERVICES, INC. LIQUID AND PLASTIC LIMITS TEST REPORT



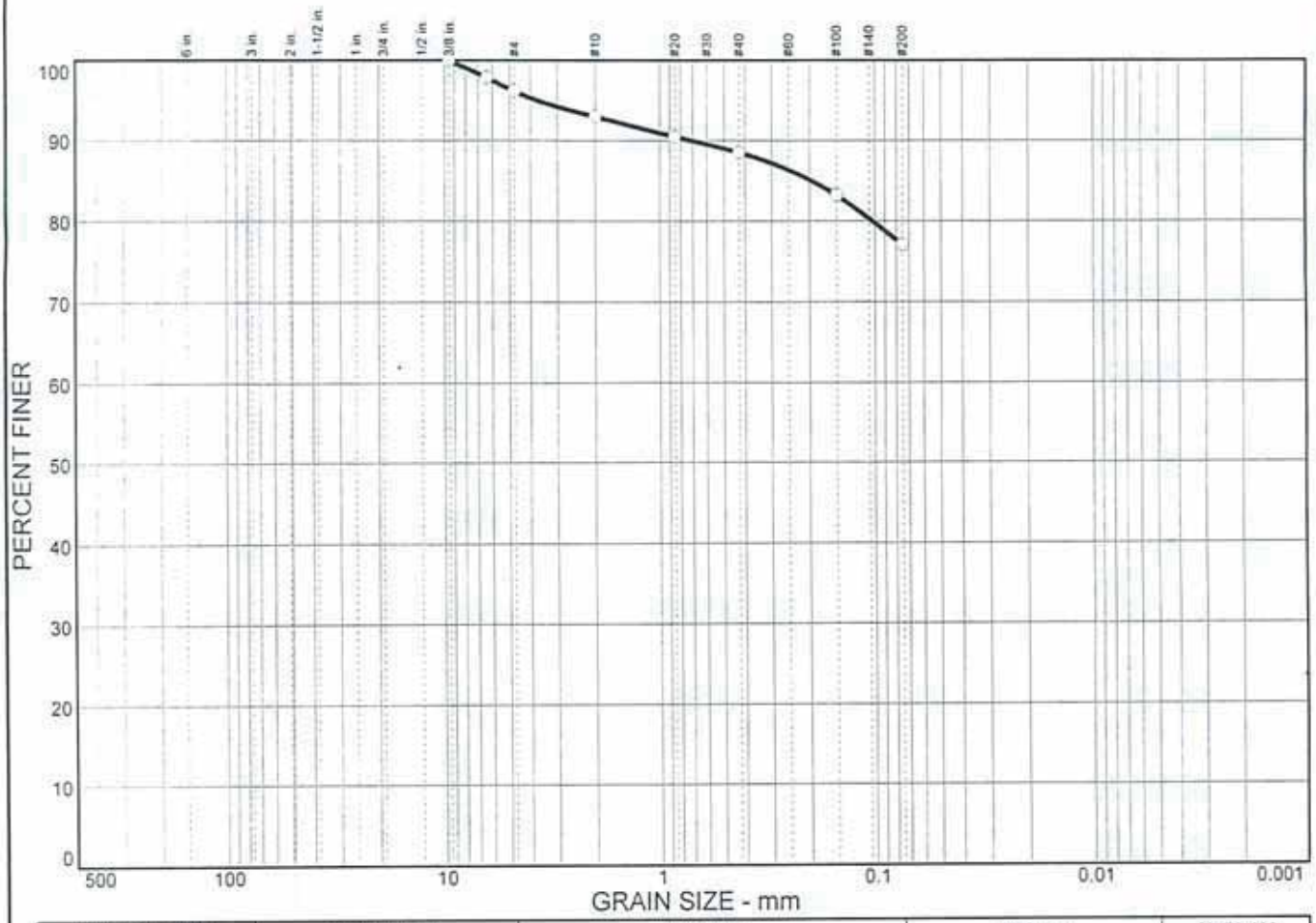
SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-48	S-5	8' - 10'	11.8 %	13	23	10	

SJB SERVICES, INC.

Client: MENSCH CAPITAL PARTNERS, LLC
Project: WESTWOOD COUNTRY CLUB DEVELOPMENT PROJECT
Project No.: BE-13-192

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

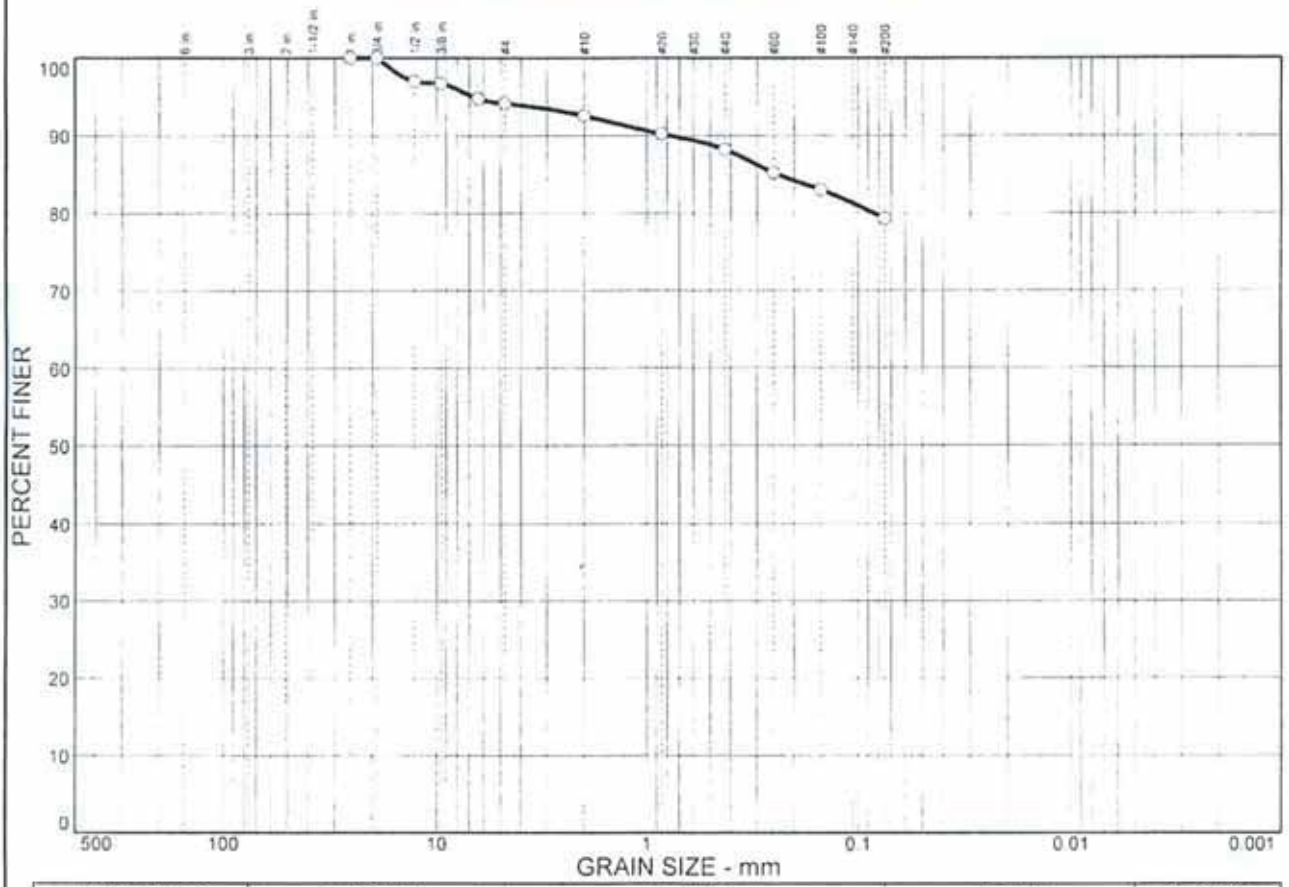
Lab Id#	Location	Depth (ft)	Moisture Content (%)
14-035	B-6, S-2	2 – 4	4.5
14-036	B-6, S-3	4 – 6	11.3
14-037	B-6, S-4	6 – 8	10.3
14-042	B-34, S-2	2 – 4	6.1
14-043	B-34, S-3	4 – 6	5.9
14-044	B-34, S-4	6 – 8	12.0
14-045	B-34, S-5	8 – 10	10.1

SJB Laboratory Technician: William Gilmore

Respectfully submitted:
SJB Services, Inc.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

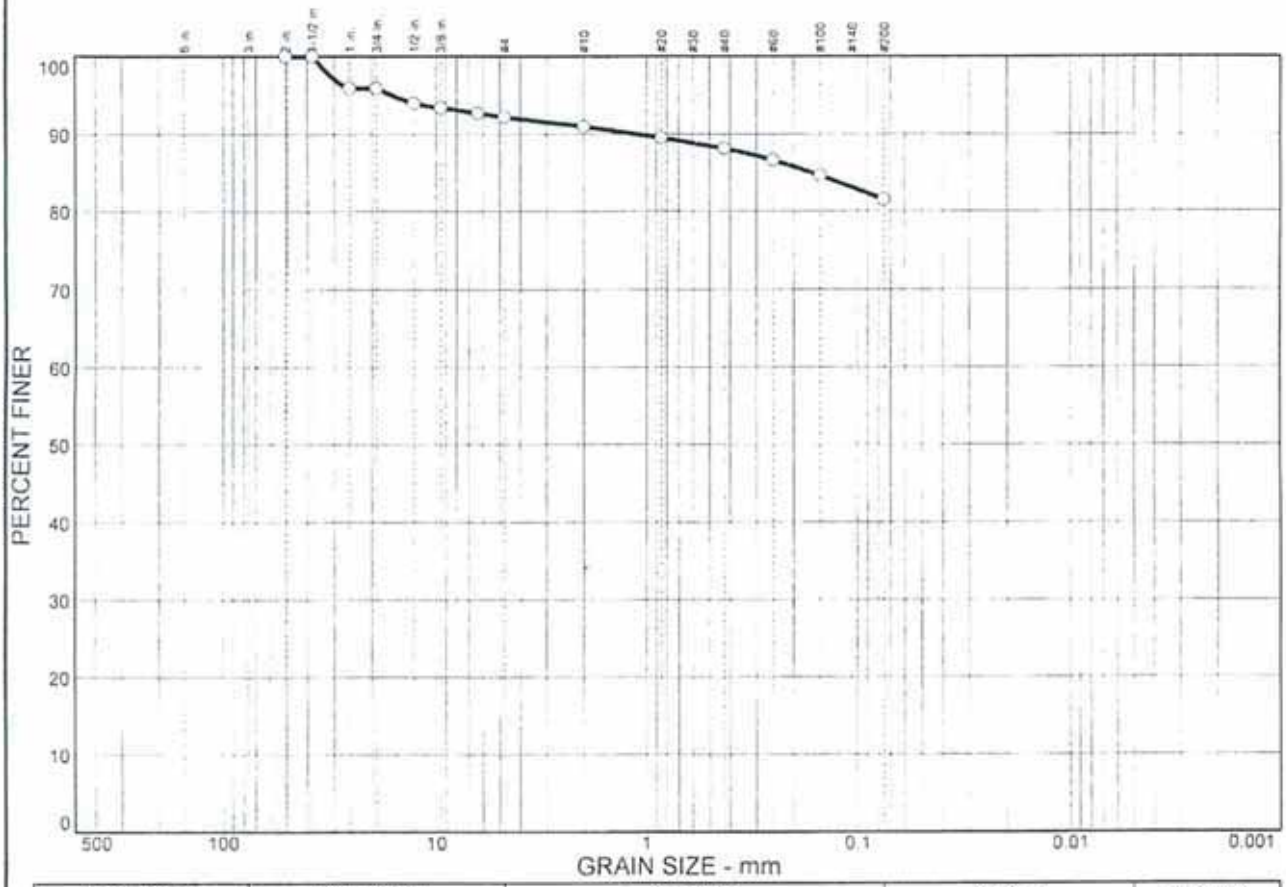
Sample No.: 14-038 Source of Sample: B-6 Date: 02-03-2014
Location: B-6 Elev./Depth: 2' - 8'

SJB SERVICES, INC.

Client: Mensch Capital Partners
Project: Westwood Country Club development Project
Project No: BE-13-192 Plate 14-038

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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:

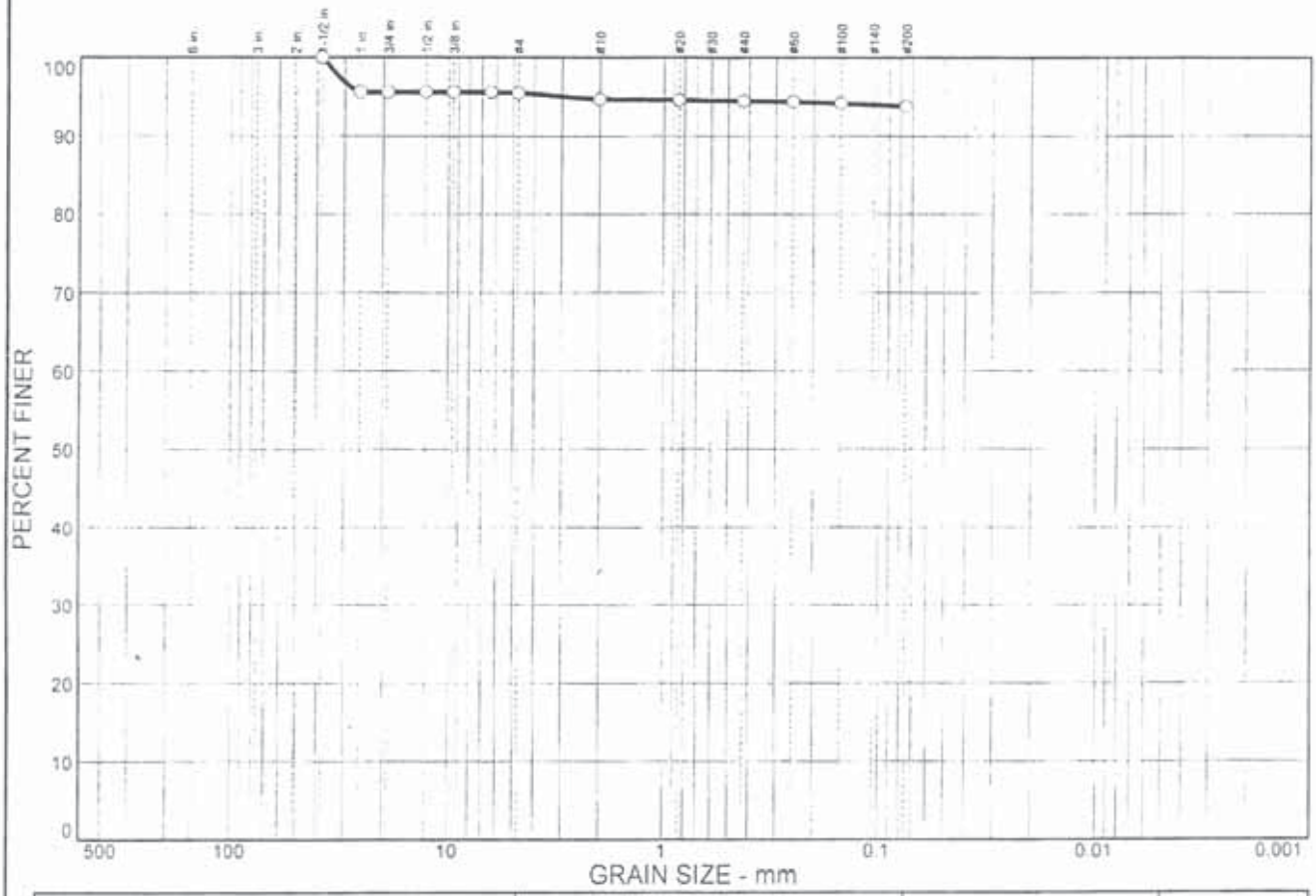
Lab Id#	Location	Depth (ft)	Moisture Content (%)
14-121	B-45	2 – 4	23.1
14-122	B-45	4 – 6	23.4
14-123	B-45	6 – 8	28.6
14-124	B-45	8 – 10	20.2
14-125	B-45	2 – 10	23.9

SJB Laboratory Technician: William Gilmore

Respectfully submitted:
SJB Services, Inc.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

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Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

APPENDIX C

EXISTING SITE INFORMATION

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

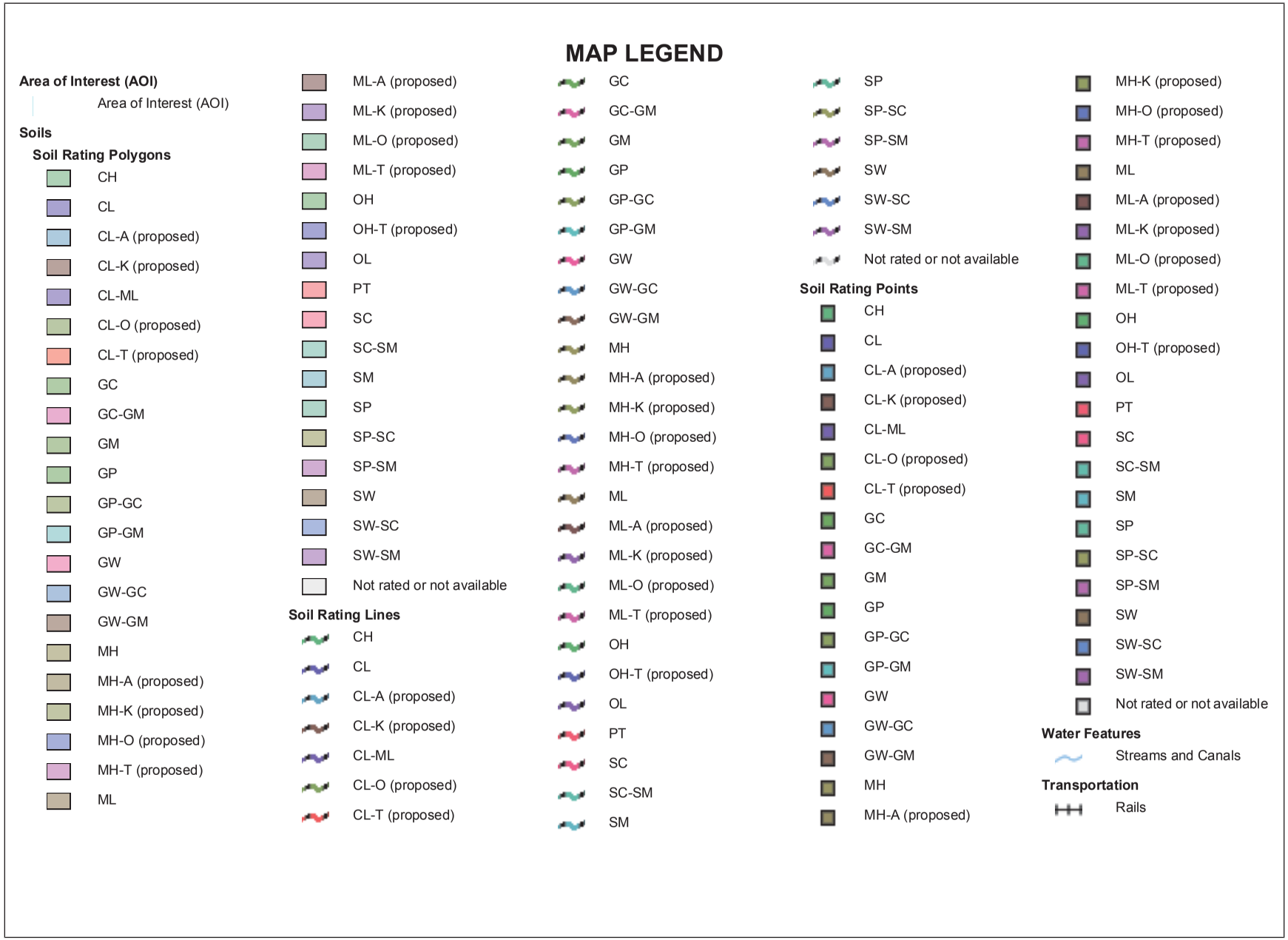
N

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

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Packet Pg. 318
7.2.c
Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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. 319
7.2.c
Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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%**

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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

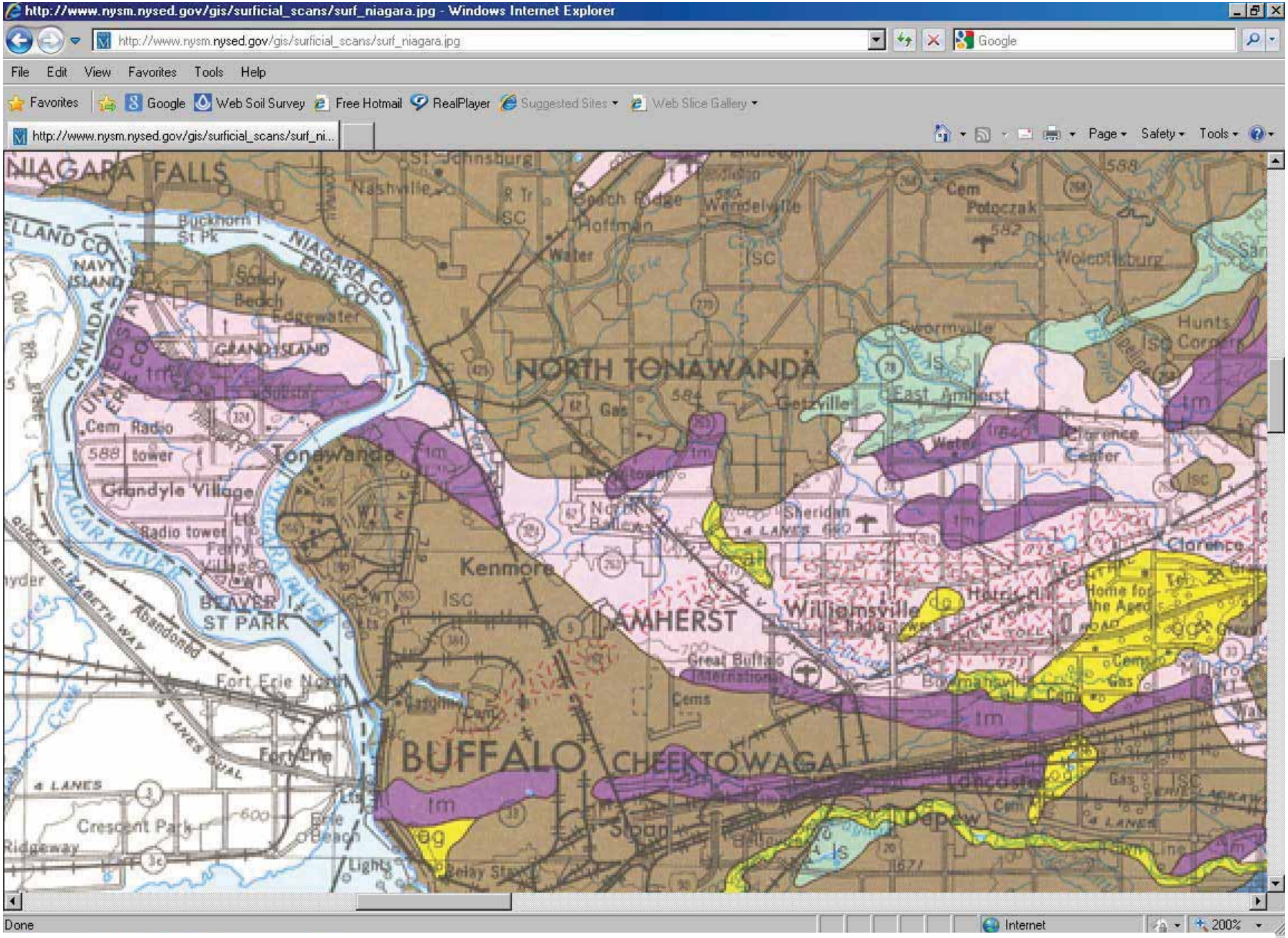
Layer Options (Horizon Aggregation Method): Surface Layer (Not applicable)

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APPENDIX C2

SURFICIAL AND BEDROCK GEOLOGY


http://www.nysm.nysed.gov/gis/surficial_scans/surf_niagara.jpg - Windows Internet Explorer
http://www.nysm.nysed.gov/gis/surficial_scans/surf_niagara.jpg
File Edit View Favorites Tools Help
Favorites Google Web Soil Survey Free Hotmail RealPlayer Suggested Sites Web Slice Gallery
Page Safety Tools
NIAGARA FALLS
NORTH TONAWANDA
AMHERST
BUFFALO
CHEEKTOWAGA
Tonawanda
Kenmore
Williamsville
Clarence
Grandyle Village
BEAVER ISLAND ST PARK
Fort Erie
Crescent Park
NIAGARA RIVER
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http://www.nysm.nysed.gov/gis/surficial_scans/surf_niagara.jpg
File Edit View Favorites Tools Help
Favorites Google Web Soil Survey Free Hotmail RealPlayer Suggested Sites Web Slice Gallery
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Page Safety Tools

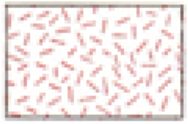
generally more permeable than till,
deposition adjacent to ice,
more variably drained,
may include ablation till,
thickness variable (10–30 meters).



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.

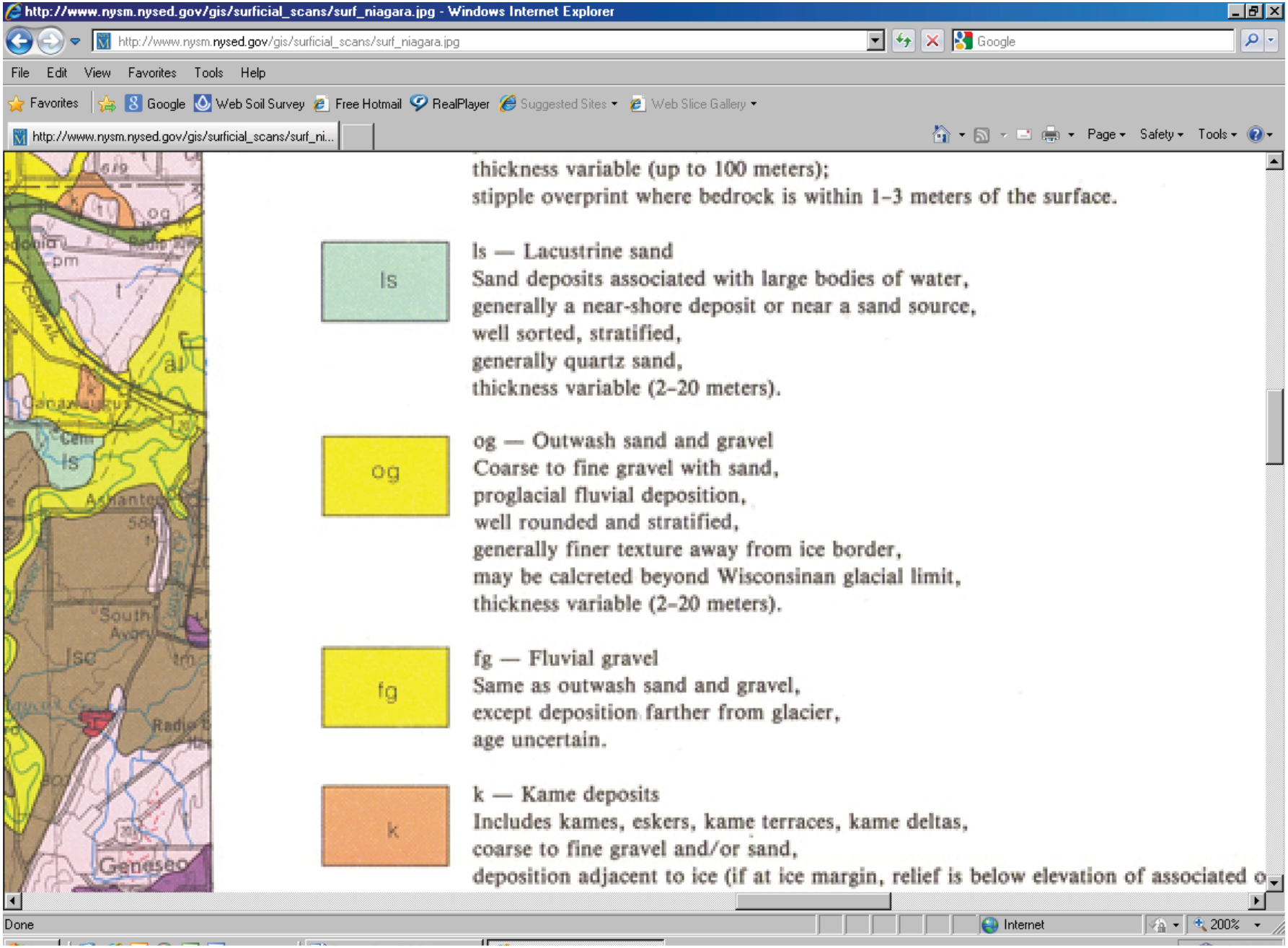


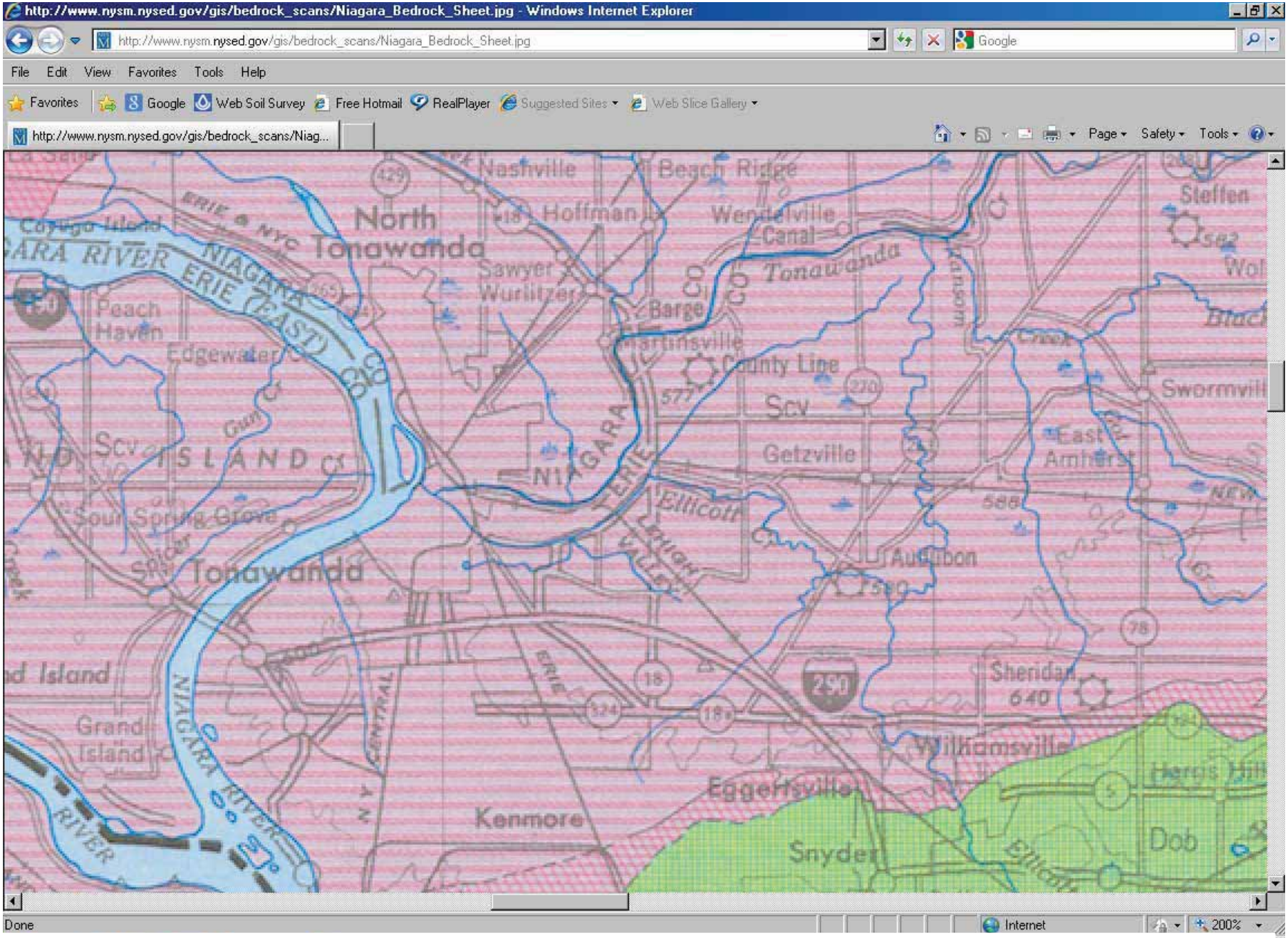
Bedrock stipple overprint
Bedrock may be within 1–3 meters of the surface,
may sporadically crop out,
variable mantle of rock debris and glacial till.

MAP SYMBOLS

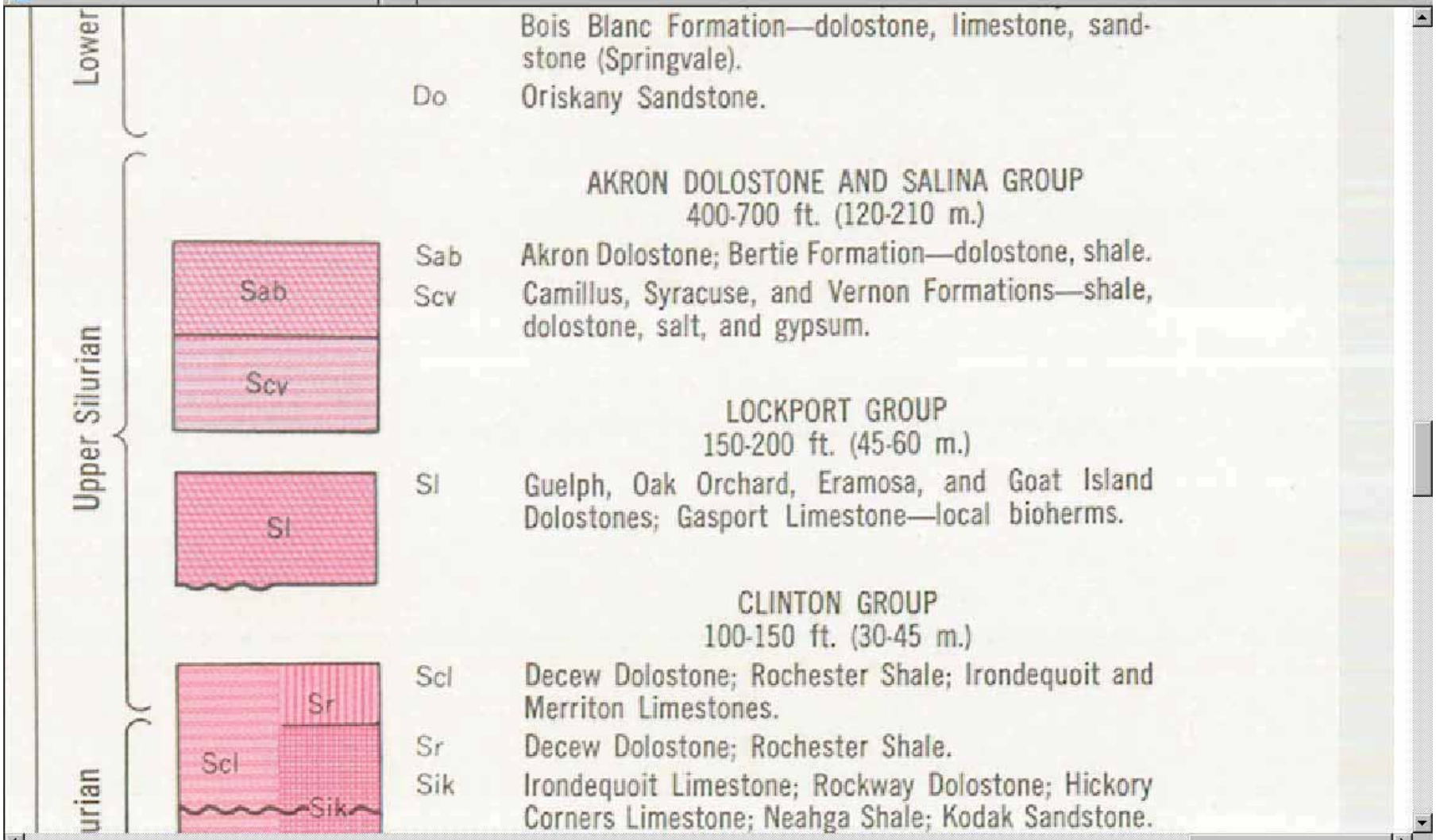
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Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))


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File Edit View Favorites Tools Help
Favorites Google Web Soil Survey Free Hotmail RealPlayer Suggested Sites Web Slice Gallery
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
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http://www.nysm.nysed.gov/gis/bedrock_scans/Niagara_Bedrock_Sheet.jpg
File Edit View Favorites Tools Help
Favorites Google Web Soil Survey Free Hotmail RealPlayer Suggested Sites Web Slice Gallery
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Page Safety Tools
Nashville
Beach Ridge
Hoffman
Wendelville
Canal
Steffen
North Tonawanda
Sawyer
Wurlitzer
Tonawanda
Barge
Martinsville
County Line
Peach Haven
Edgewater
Scv
Getzville
East Amherst
ISLAND
Eggert
Ellicott
Audubon
Tonawanda
Island
Grand Island
Sheridan
640
Williamsville
Eggertsville
Kenmore
Snyder
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File Edit View Favorites Tools Help
Favorites Google Web Soil Survey Free Hotmail RealPlayer Suggested Sites Web Slice Gallery
http://www.nysm.nysed.gov/gis/bedrock_scans/Niag...
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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.

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APPENDIX C3

FLOOD PLAIN MAPPING

Erie County On-Line Mapping System



Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

APPENDIX D

GEOTECHNICAL REPORT LIMITATIONS

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.

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Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

TABLE OF CONTENTS

Page

Emergency Phone Numbers ..... *i*
Section 1 – General Information 1
1.1 Responsibilities 1
Section 2 - Health And Safety Personnel 2
2.1 Project Manager (PM) 2
2.2 Health and Safety Manager 2
2.3 Health and Safety Officer (HSO) 2
2.4 Emergency Coordinator 3
2.5 Site Workers 3
Section 3 - Pertinent Site Information 4
3.1 Site Location and General History 4
Section 4 – Training 5
4.1 Site-Specific Training 5
4.2 Safety Briefings 5
Section 5 - Personal Protective Equipment 6
5.1 General 6
5.2 Personal Protective Equipment – Site Specific 7
Section 6 - Monitoring Procedures 8
6.1 Monitoring During Site Operations 8
6.1.1 Drilling Operations (Monitoring Well Installation and Subsurface Borings) 8
6.2 Action Levels 8
6.3 Personal Monitoring Procedures 8
Section 7 – Communications 9
Section 8 - Safety Considerations For Site Operations 10
8.1 General 10
8.2 Field Operations 11
Section 9 - Decontamination Procedures 12
Section 10 – Disposal Procedures 13
Section 11 - Emergency Response Procedures 14
11.1 Emergency Coordinator 14
11.2 Evacuation 14
11.3 Potential or Actual Fire or Explosion 14
11.4 Environmental Incident (spread or release of contamination) 14
11.5 Personnel Injury 14
11.6 Personnel Exposure 14
11.7 Adverse Weather Conditions 15
11.8 Incident Investigation and Reporting 15
Section 12 – Community Relations 16
13.1 Community Health and Safety Plan 16
13.1.1 Community Health and Safety Monitoring 16
13.1.2 Community Air Monitoring Plan 16
Section 13 - Authorizations 17

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

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- 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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

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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.

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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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

- 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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

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SECTION 7 – COMMUNICATIONS

Cell phones will be the primary means of communicating with emergency support services/facilities.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

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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.

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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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

- *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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

FIGURE 1

SITE LOCATION MAP

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

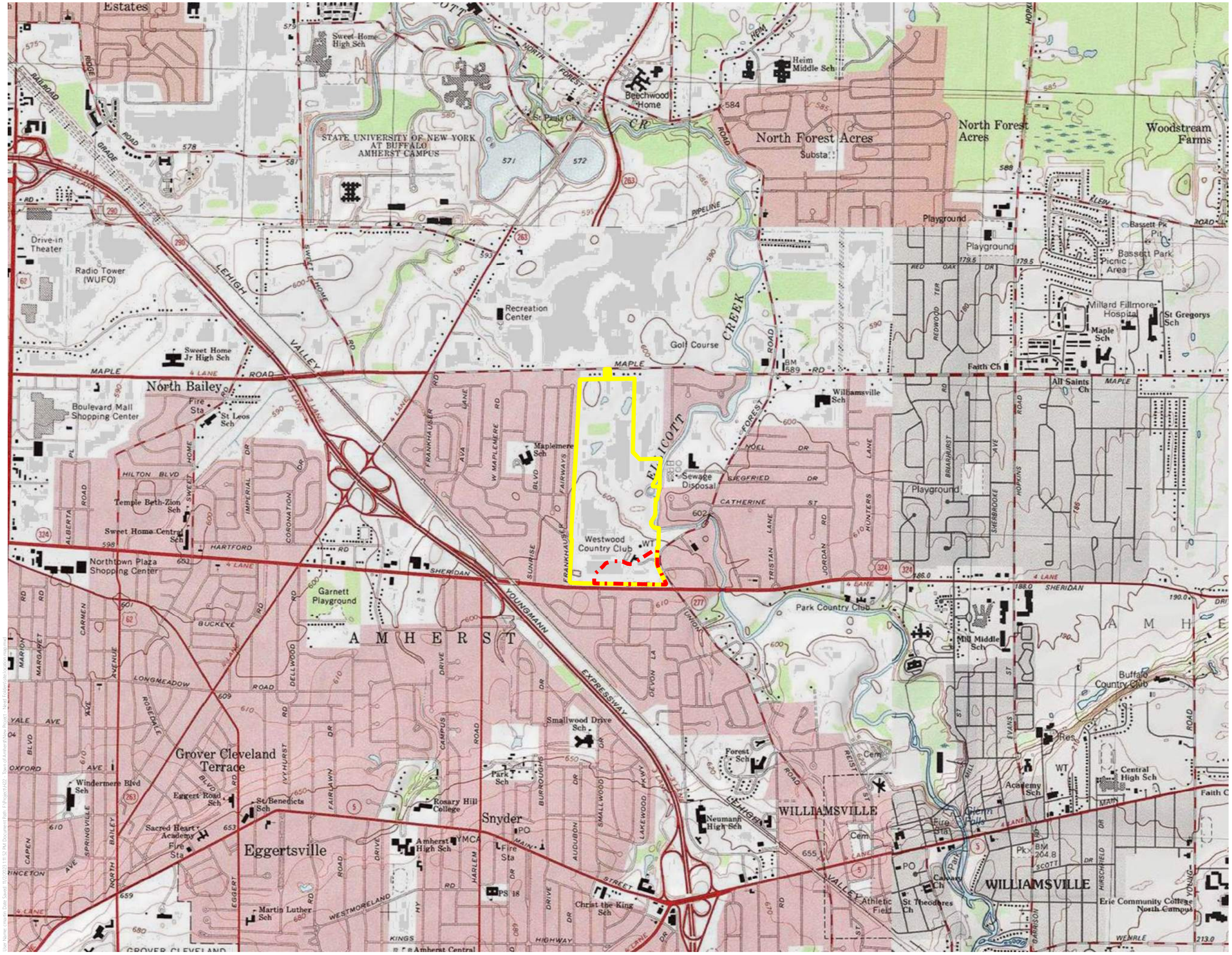


Figure 1

Site Location

2024 Phase 1 Constrution

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

FIGURE 2

SITE DETAIL PHOTO

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

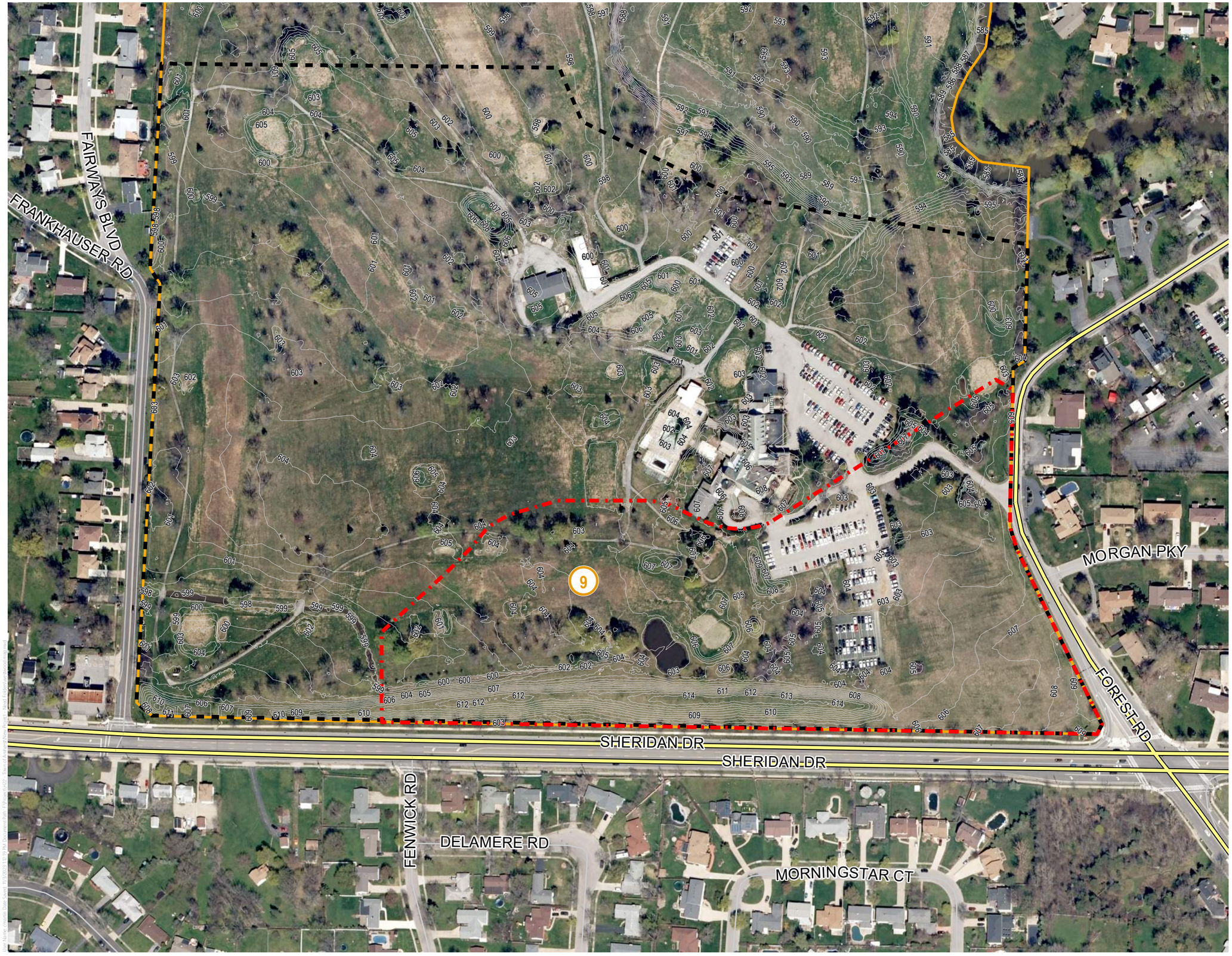


Figure 2

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

ATTACHMENT A

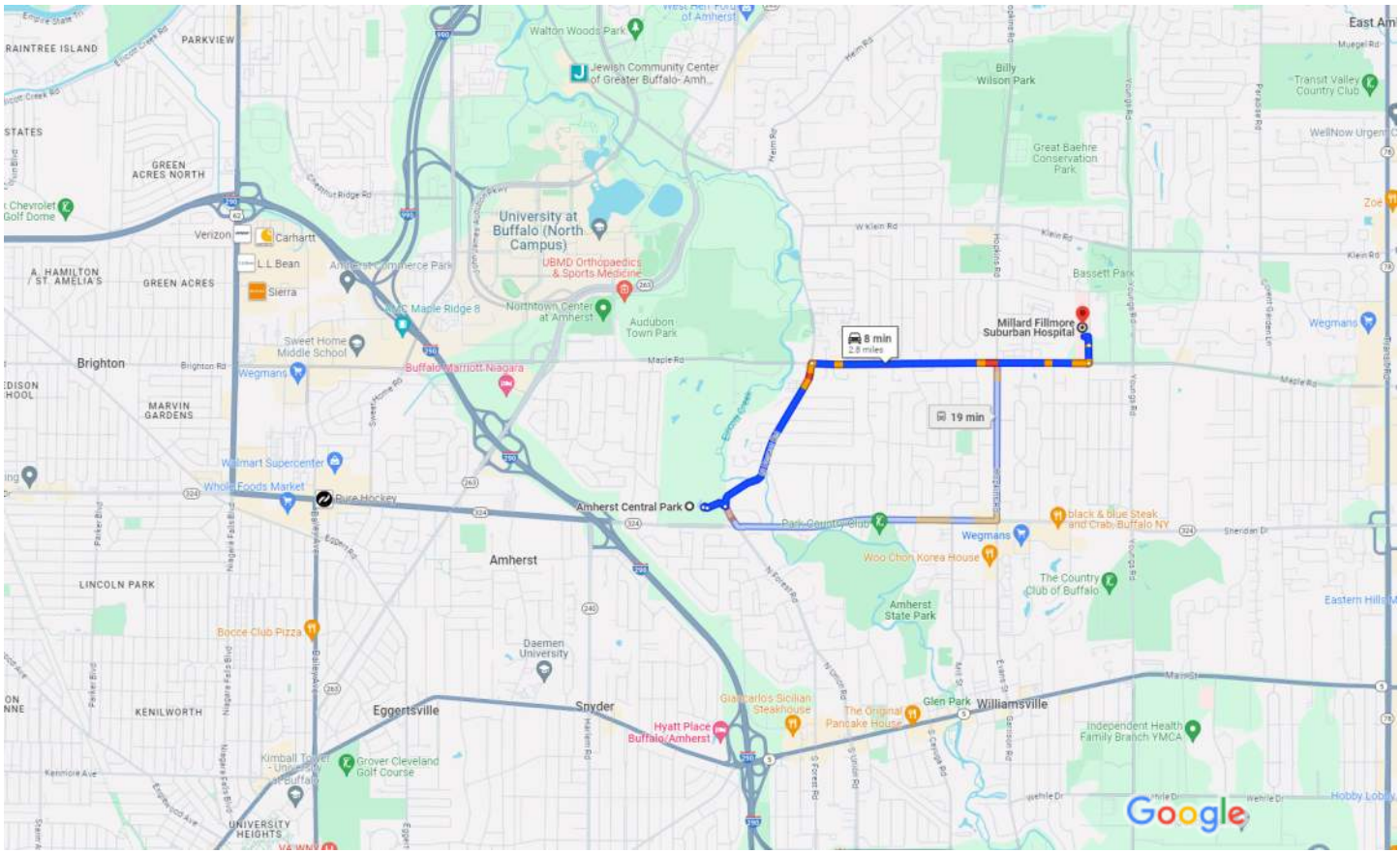
MAP TO HOSPITAL

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

Appendix A

GUIDANCE ON INCIDENT INVESTIGATION AND REPORTING

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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]

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE SUPERFUND ADMINISTRATIVE ORDERS

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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.

Attachment: PSA FINAL. SUPPDOC (RES-2025-743 : PSA for 772 North Forest Road and 385 and 391 Maple Road (CRS # 5772))

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 30816 **RESOLUTION 2025-744** **ADOPTED**

Town Wide Fire Department Training

WHEREAS, with the rapid growth of urban development, our tactics and training must keep pace with the associated risks; and

WHEREAS, the Town of Amherst Fire Departments regularly receive documentation and attend seminars and conferences to increase knowledge and skills; and

WHEREAS, training with professional instructors is crucial to this training.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the reimbursement of expenses for Town Wide Fire Departments Day Drill from Avoidable Alarm Fund T-2999.4002.

9/2/2025
Consent

FINANCIAL IMPACT:

A cost not to exceed $539.00

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

Mark Berke
Commissioner of Building
5583 Main Street
Williamsville, NY 14221

Mr. Berke,

The East Amherst Fire Department is conducting the Town Wide Day Drill on the 13th of August 2025. We are providing a class on water delivery for large fires and for fires in dangerous and difficult places such as basement and below grade operations. This class will be presented by Acting District Chief Brent Brooks of the Toronto Fire Services. The class will provide information and demonstration of alternative water delivery equipment that will enhance the safety and efficiency of the participating firefighters. This class will benefit all 16 fire departments that operate under Amherst Fire Control.

The following are the costs involved with the class that the East Amherst Fire Department would like to tap into the Avoidable Alarm Fund to reimburse these costs.

Hotel for 1 night	$139.00
Instructor Honorarium	$400.00
Total	$539.00

Thank you for your consideration in this matter. Any questions please contact Assistant Chief Mike Lombardo of the East Amherst Fire Department at 716-867-1299.

Michael Lombardo
Assistant Chief
East Amherst Fire Department
9100 Transit Road
East Amherst, NY 14051
716-867-1299

Attachment: TWDD Request for Fire Training (RES-2025-744 : Town Wide Fire Department Training)

Targeted "Big Water" Tactics

Location: August 13th, 2025, East Amherst Station 1

This presentation provides an important update for the fire service on equipment and evolving strategies for Targeted **"Big Water"** operations.

With the rapid growth of urban development—including mixed-use structures, residential-over-commercial occupancies, and lightweight big-box construction—our tactics and training must keep pace with the associated risks. This session examines effective techniques for managing below-grade fires and safely applying water during rooftop operations.



Brent Brooks advocates best practices in the fire service and is an Author who specializes in high-rise firefighting. He has served on various committees and has spoken at national and international engagements in Great Britain, Dubai, Singapore, Kuala Lumpur, and the USA. He is an FDIC advisor and a panellist on Fire Engineering's Hump Day Hang Out. He is also on the board of The Institution of Fire Engineers (IFE) and is a member of the Chicago-based Council of Tall Buildings. He represents Canada as a T70 Tall Building Safety Committee member based in London, England.

Attachment: Flyer Fire Training (RES-2025-744 : Town Wide Fire Department Training)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30803 **RESOLUTION 2025-745** **ADOPTED**

Amusement License - Home of My Own of WNY

Request by Home of My Own of WNY for a First Class Amusement License to hold an outdoor event at 30 Linwood Ave. on Saturday, September 6, 2025 from 10:00 AM – 1:00 PM.

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 be kept clear at all times.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for 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.

9/2/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

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 13, 2025

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 30 Linwood Avenue Amherst, Home of My Own of WNY

In response to the Amusement License Application dated July 12, 2025 from Gretchen White

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 September 6, 2025 from 10:00 am until 1:00 pm in the parking lot of the address noted above, I would recommend a fee of $25.00.

I would recommend that the following conditions be stated:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- 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: Home of my Own WNY-08142025121649 (RES-2025-745 : Amusement License - Home of My Own of WNY)

Gesel, Doug

From: Brownson, Ashley
Sent: Monday, July 14, 2025 10:30 AM
To: Gesel, Doug; Parnell, Bryan; Chamberlin, Scott
Subject: FW: Amusement License Application: 32

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Saturday, July 12, 2025 1:43 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 32

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

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

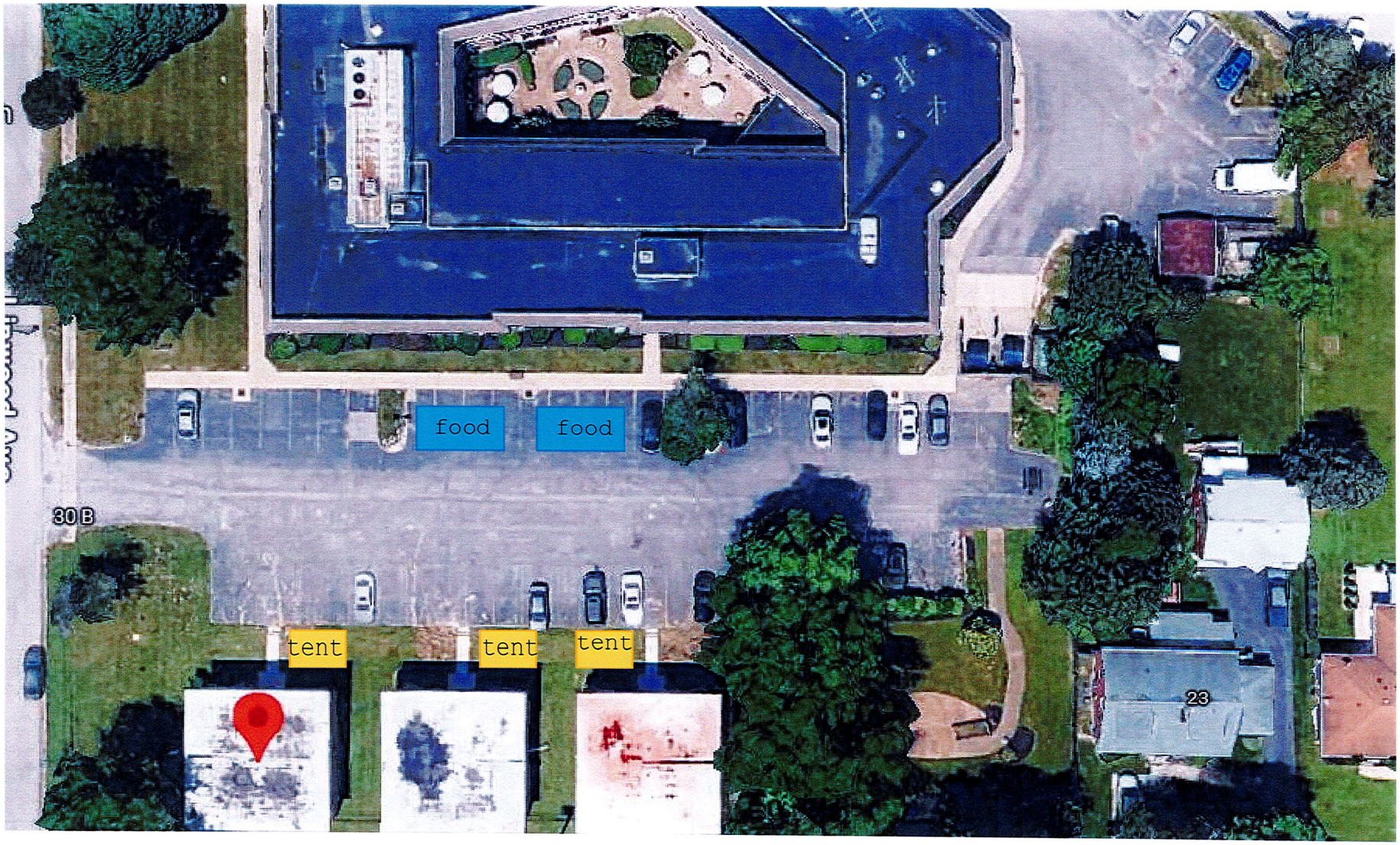
View Entry

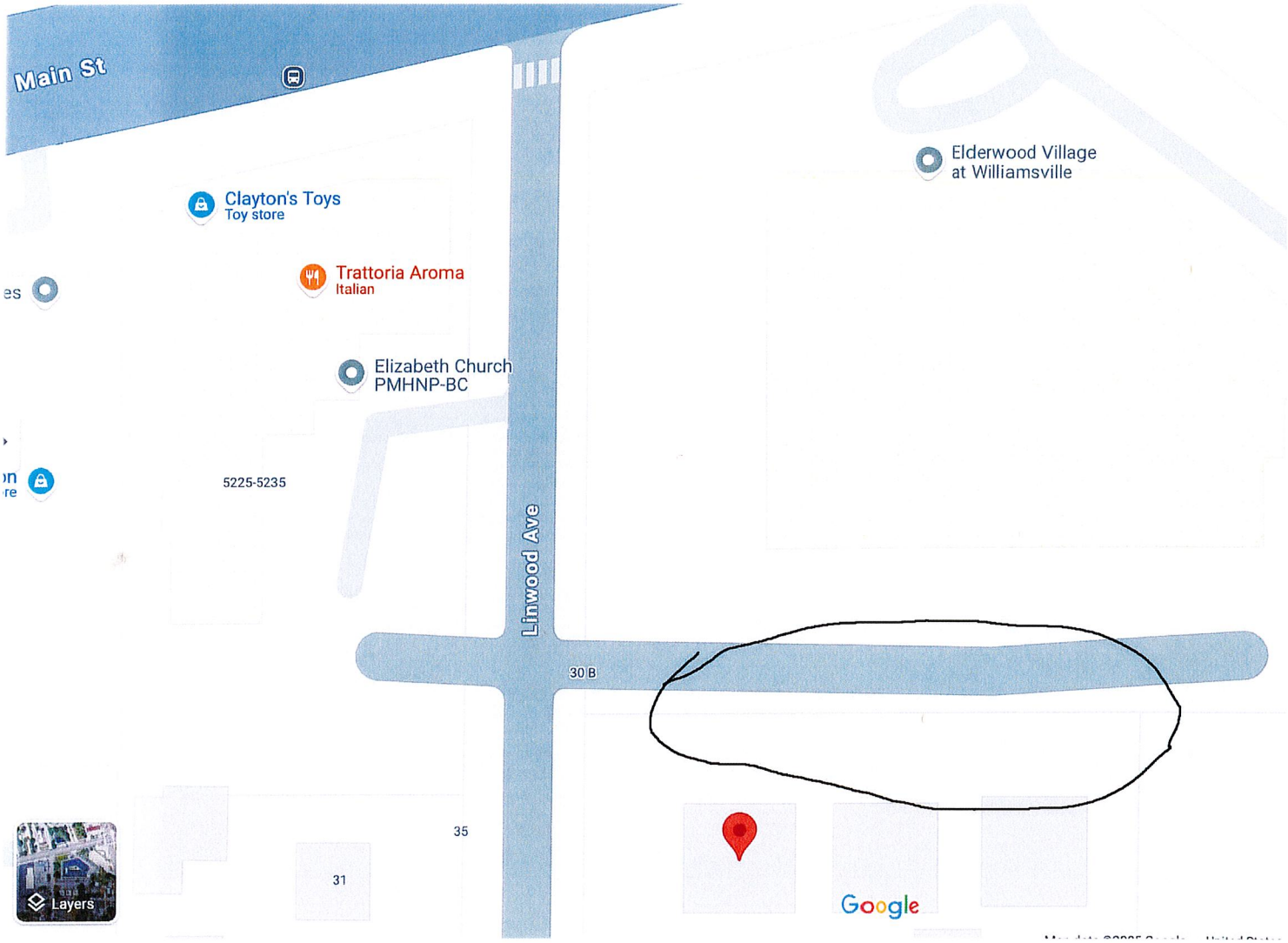
Resident / Organization: *:	Home of My Own of Western New York
Event Address*:	30 Linwood Avenue 30 Linwood Avenue, NY 14221
Will alcohol be served? :	No
Describe Event*:	Home of My Own® of WNY is a non profit organization with a mission of creating apartment communities tailored to independent individuals with intellectual and developmental disabilities who desire to live in a safe, social and integrated community with lifelong sustainability. We will be hosting a meet and greet event to introduce our current residents and their families to each other as well as to our property management group and neighbors. Our neighbors at Elderwood Village at Williamsvilld are aware of our plans and very supportive of our mission. The manager is Ross Friedman, 716-565-9663, rfriedman@elderwood.com. Thank you for your consideration.
List All Dates*:	September 6, 2025

Attachment: Home of my Own WNY-08142025121649 (RES-2025-745 : Amusement License - Home of My Own of WNY)

Start Time*:	10:00 AM
End Time*:	01:00 PM
Please supply a site plan with designated area for the event with your application*:	30 Linwood Amherst parking lot.jpg
Name of Organizer*:	Home of My Own of WNY / Gretchen White
Address*:	111 Fairlawn Dr Amherst, NY 14226
Phone*:	716-465-0128
Email*:	gretchone@verizon.net
Signature*:	

Attachment: Home of my Own WNY-08142025121649 (RES-2025-745 : Amusement License - Home of My Own of WNY)


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Attachment: Home of my Own WNY-08142025121649 (RES-2025-745 : Amusement License - Home of My Own of WNY)

Brownson, Ashley

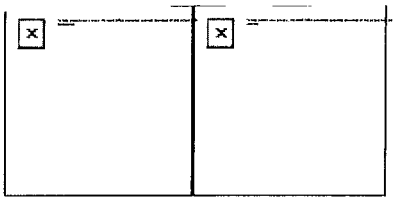
From: Scott Chamberlin <
Sent: Thursday, August 14, 2025 11:39 AM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 32

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.

Yes, I approve.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Thu, Aug 14, 2025 at 10:53 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

Captain Chamberlin,

Can you please review this amusement license application?

Thank You,

Ashley Brownson

Deputy Town Clerk

Town of Amherst

716-631-7048

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Saturday, July 12, 2025 1:43 PM

Attachment: Home of my Own WNY-08142025121649 (RES-2025-745 : Amusement License - Home of My Own of WNY)

To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 32

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For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization: *:	Home of My Own of Western New York
Event Address*:	30 Linwood Avenue 30 Linwood Avenue, NY 14221
Will alcohol be served? :	No
	Home of My Own® of WNY is a non profit organization with a mission of creating apartment communities tailored to independent individuals with intellectual and developmental disabilities who desire to live in a safe, social and integrated community with lifelong sustainability.
Describe Event*:	We will be hosting a meet and greet event to introduce our current residents and their families to each other as well as to our property management group and neighbors. Our neighbors at Elderwood Village at Williamsvilld are aware of our plans and very supportive of our mission. The manager is Ross Friedman, 716-565-9663, rfriedman@elderwood.com. Thank you for your consideration.
List All Dates*:	September 6, 2025
Start Time*:	10:00 AM
End Time*:	01:00 PM
Please supply a site plan with designated area for the event with your application*:	30 Linwood Amherst parking lot.jpg
Name of Organizer*:	Home of My Own of WNY / Gretchen White

Attachment: Home of my Own WNY-08142025121649 (RES-2025-745 : Amusement License - Home of My Own of WNY)

Address*:	111 Fairlawn Dr Amherst, NY 14226
Phone*:	716-465-0128
Email*:	gretchone@verizon.net
Signature*:	

Attachment: Home of my Own WNY-08142025121649 (RES-2025-745 : Amusement License - Home of My Own of WNY)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30804 **RESOLUTION 2025-746** **ADOPTED**

Amusement License - Grezi Restaurant

Request by Grezi Restaurant for a First Class Amusement License to hold an outdoor event at 4543 Main St. on Sunday, October 18, 2025 from 9:00 AM – 4:00 PM.

Supervising Code Enforcement Officer recommends a fee of $25.00

The following conditions apply:

. That all fire lanes be kept clear at all times.

. All temporary power must be code compliant

. Bathroom facility must be made available & accessible.

. Onsite 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 be 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.

9/2/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

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 13, 2025

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 4543 Main Street, Grezi restaurant

In response to the Amusement License Application dated July 6, 2025 from Dominique Rattelade,

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set be the Town Board, the fee can be from $5.00 - $50.00 per day, or fraction thereof.
With the event being on Sunday October 18, 2025 from 9:00 am until 4:00 pm in the parking lot of the address noted above, I would recommend a fee of $25.00.

I would recommend that the following conditions be stated:

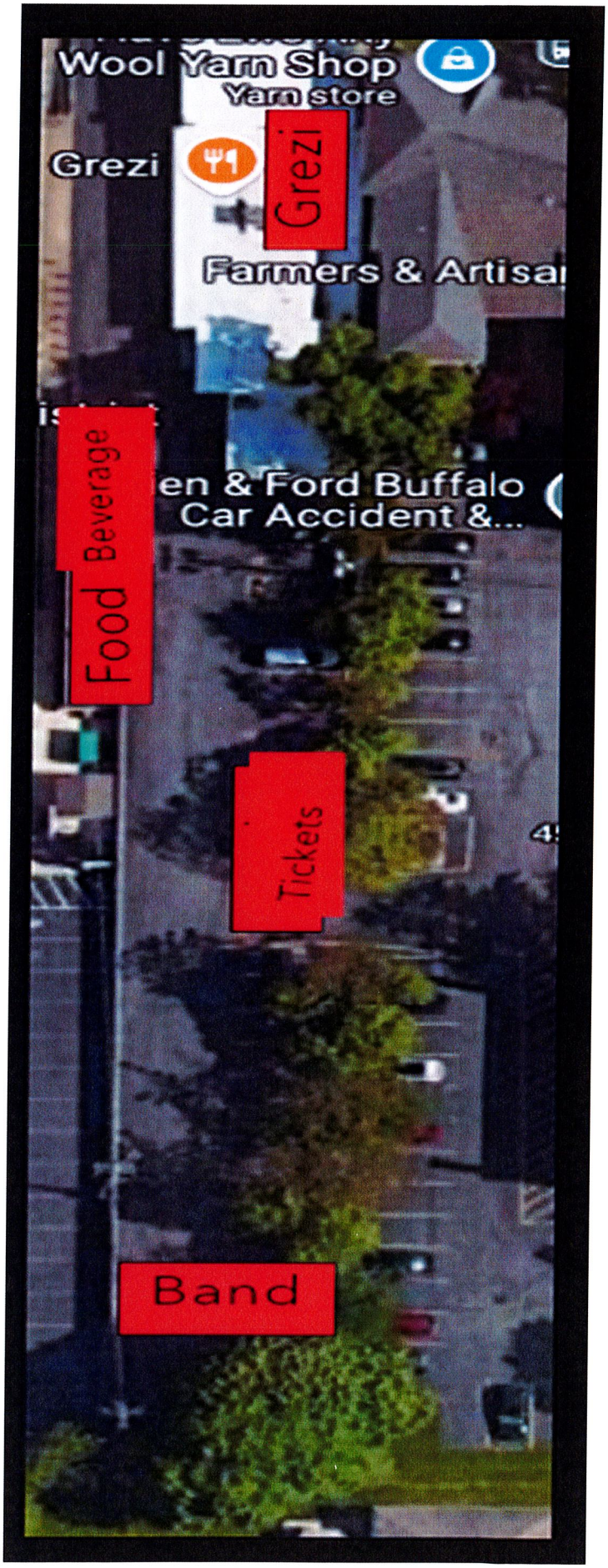
- That all fire lanes be kept clear at all times.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

Please contact me if you have any questions regarding this response.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer
cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: Grezi-08142025115736 (RES-2025-746 : Amusement License - Grezi Restaurant)



Attachment: Grezi-081420251157 36 (RES-2025-746 : Amusement License - Grezi Restaurant)

Gesel, Doug

From: Brownson, Ashley
Sent: Thursday, July 10, 2025 9:20 AM
To: Gesel, Doug; Parnell, Bryan; Chamberlin, Scott
Subject: FW: Amusement License Application: 31

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,

Please review the Amusement License Application. Please let me know of any concerns or comments.

The following is the response to how they were going to regulate the alcohol consumption.

We are going to be regulating alcohol by administering wristbands at the entrance of the event. I also forgot to mention that there is an additional driveway to the left of our parking lot that connects it to the lot behind Farmers and Artisans. That drive will be free of obstruction for fire/emergency vehicles.

Thanks!

Dominique Rattelade

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Sunday, July 6, 2025 11:26 AM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 31

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For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization: *:	Grezi On Main
Event Address*:	4543 Main Street Buffalo, NY 14226

Attachment: Grezi-08142025115736 (RES-2025-746 : Amusement License - Grezi Restaurant)

Will alcohol be served? :	Yes (include how it will be managed in description below)
Describe Event*:	2nd annual Snyder & Donuts 5k run/walk. I am looking to copy the structure of last year's race and have a band play from 11:00 am to 2 or 3pm after the race is finished. The festivities will be held on our property in our parking lot that would be closed down to traffic.
List All Dates*:	10/18/25
Start Time*:	09:00 AM
End Time*:	04:00 PM
Please supply a site plan with designated area for the event with your application*:	Event Diagram copy.jpg
Name of Organizer*:	Dominique Rattelade
Address*:	4543 Main St Buffalo, NY 14226
Phone*:	585-704-4491
Email*:	dominique@grezionmain.com
Signature*:	

Attachment: Grezi-08142025115736 (RES-2025-746 : Amusement License - Grezi Restaurant)

Brownson, Ashley

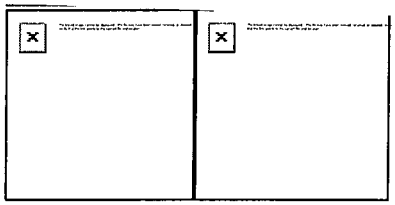
From: Scott Chamberlin
Sent: Tuesday, July 15, 2025 12:18 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 31

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Ok, that's acceptable.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



On Tue, Jul 15, 2025 at 11:54 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:
We are going to be regulating alcohol by administering wristbands at the entrance of the event. I also forgot to mention that there is an additional driveway to the left of our parking lot that connects it to the lot behind Farmers and Artisans. That drive will be free of obstruction for fire/emergency vehicles.
This was the response to the an email I sent to Dominque

From: Scott Chamberlin
Sent: Tuesday, July 15, 2025 11:50 AM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Re: FW: Amusement License Application: 31

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.
How will the serving of alcohol be managed to ensure no one underage is served?

Regards,

Scott P. Chamberlin
Chief of Police

Attachment: Grezi-08142025115736 (RES-2025-746 : Amusement License - Grezi Restaurant)

Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351

[Image removed by sender.][Image removed by sender.]

On Thu, Jul 10, 2025 at 9:20 AM Brownson, Ashley <abrownson@amherst.ny.us<mailto:abrownson@amherst.ny.us>> wrote:
Good Morning,

Please review the Amusement License Application. Please let me know of any concerns or comments.

The following is the response to how they were going to regulate the alcohol consumption.

We are going to be regulating alcohol by administering wristbands at the entrance of the event. I also forgot to mention that there is an additional driveway to the left of our parking lot that connects it to the lot behind Farmers and Artisans. That drive will be free of obstruction for fire/emergency vehicles.

Thanks!

Dominique Rattelade

From: burst@emailmeform.com<mailto:burst@emailmeform.com> <burst@emailmeform.com<mailto:burst@emailmeform.com>>
Sent: Sunday, July 6, 2025 11:26 AM
To: Brownson, Ashley <abrownson@amherst.ny.us<mailto:abrownson@amherst.ny.us>>
Subject: Amusement License Application: 31

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

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9hcHAuZW1haWxtZWZvcm0uY29tL2J1aWxkZXIvZm9ybXMvZW50cmllcy9hQjMyVTNlU2Q0P3VlaWQ9MzE=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=bEcvcE1hV2ZQTmY3TGlBUndlZ2ZmS1htTHhSUEo4NXBKTjdRSEJTd3pyTT0=&h=c78a3e2af6c4461c82441be45c76ff45&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Resident / Organization: *:

Grezi On Main

Event Address*:

4543 Main Street

Attachment: Grezi-08142025115736 (RES-2025-746 : Amusement License - Grezi Restaurant)

Buffalo, NY 14226

Will alcohol be served? :

Yes (include how it will be managed in description below)

Describe Event*:

2nd annual Snyder & Donuts 5k run/walk. I am looking to copy the structure of last year's race and have a band play from 11:00 am to 2 or 3pm after the race is finished. The festivities will be held on our property in our parking lot that would be closed down to traffic.

List All Dates*:

10/18/25

Start Time*:

09:00 AM

End Time*:

04:00 PM

Please supply a site plan with designated area for the event with your application*:

Event Diagram copy.jpg<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9maWxlcy5lbWFpbG1lZm9ybS5jb20vODc0MDg5LzBZVXJiOXRzL0V2ZW50JTIwRGlhZ3JhbSUyMGNvcHkuanBn&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=WFRRQzZQdGxZampZdVRJRnVINjNOMTJYdTJEcWUrcVdrcUxlQWNqZnN4ST0=&h=c78a3e2af6c4461c82441be45c76ff45&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKIUbf8opV1tXKJQ1W4>

Name of Organizer*:

Dominique Rattelade

Address*:

4543 Main St

Buffalo, NY 14226

Phone*:

585-704-4491

Email*:

dominique@grezionmain.com<mailto:dominique@grezionmain.com>

Attachment: Grezi-08142025115736 (RES-2025-746 : Amusement License - Grezi Restaurant)

Signature*:

[Image removed by sender.]

Attachment: Grezi-08142025115736 (RES-2025-746 : Amusement License - Grezi Restaurant)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30832 **RESOLUTION 2025-747** **ADOPTED**

Amusement License - the ARC Erie County

Request by The ARC Erie County for a First Class Amusement License to hold an event at 30 Wilson Rd. on Thursday, September 25th, 2025 from 4:30 PM – 9 PM.

Supervising Code Enforcement Officer recommends a fee of $50.00

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 be kept clear at all times.
- Tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for 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 be require "Crowd Managers "that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.
- Additional fire extinguishers may be required.

9/2/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

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 26, 2025

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 30 Wilson Rd, The ARC Erie County

In response to the Amusement License Application dated August 22, 2025 from Luke Kantor,

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set be the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.

With the event being on September 25, 2025 from 4:30 pm until 9:00 pm in the parking lot and on the grounds of the address noted above, I would recommend a fee of $50.00.

The following conditions are required:

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

Please contact me if you have any questions regarding this response.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer

Attachment: The Arc-08262025122203 (RES-2025-747 : Amusement License - the ARC Erie County)

Gesel, Doug

From: Brownson, Ashley
Sent: Friday, August 22, 2025 1:36 PM
To: Gesel, Doug; Parnell, Bryan; Chamberlin, Scott
Subject: FW: Amusement License Application: 33

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Friday, August 22, 2025 1:35 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 33

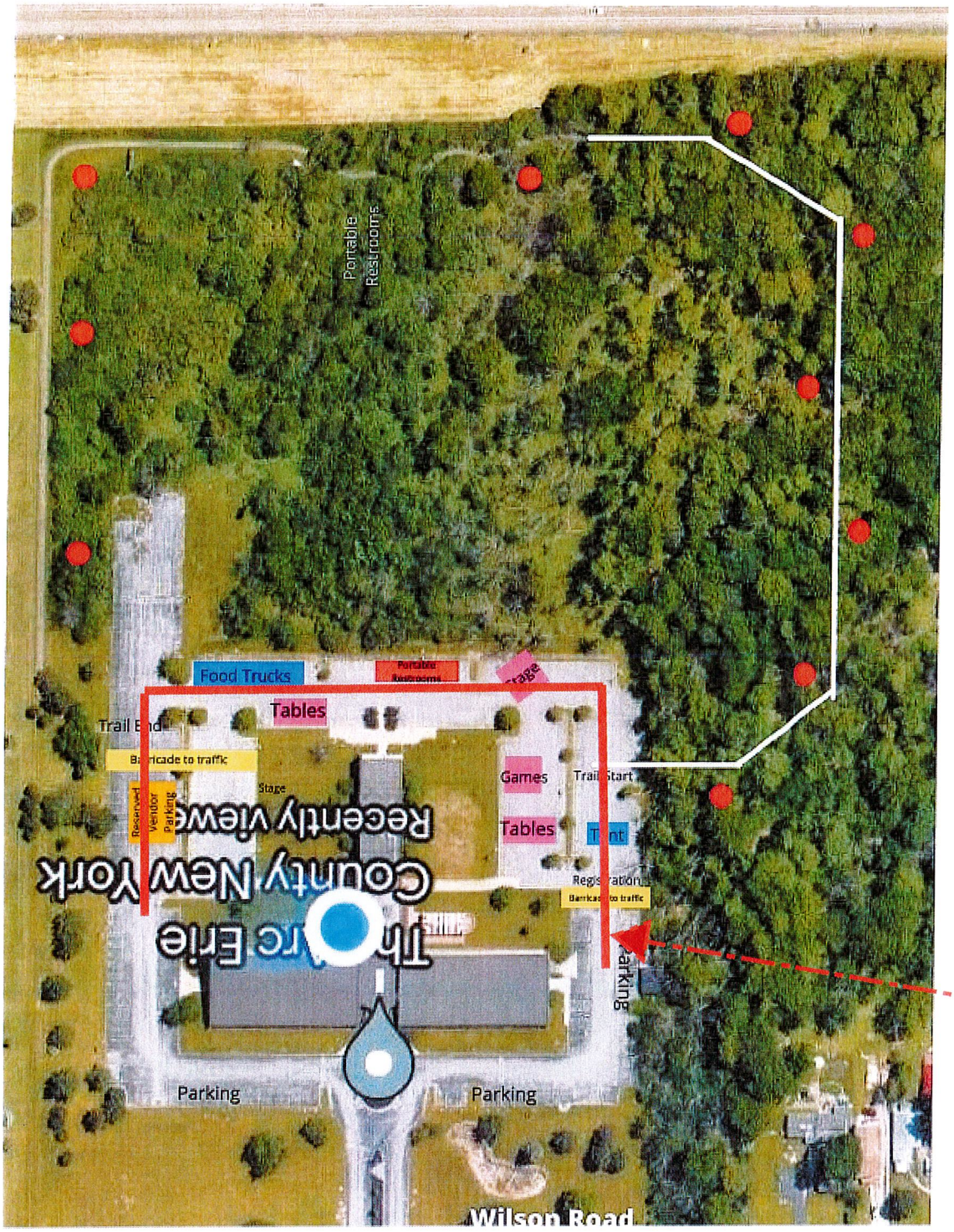
CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization: *:	The Arc Erie County New York
Event Address*:	30 Wilson Road Williamsville, NY 14221, NY 14221
Will alcohol be served? :	Yes (include how it will be managed in description below)
Describe Event*:	"Ale Trail" Fundraiser event with tastings, live music, and food on our trail surrounding the property. September25th, 2025 4:30-9pm. Vendors are pouring their samples and have proper ability to do so as per their licenses.
List All Dates*:	September 25, 2025
Start Time*:	04:30 PM
End Time*:	09:00 PM
Please supply a site plan with designated area for the event with your application*:	Ale Trail Basic Map.png

Attachment: The Arc-08262025122203 (RES-2025-747 : Amusement License - the ARC Erie County)



Attachment: The Arc-08262025122203 (RES-2025-747 : Amusement License - the ARC Erie County)

Brownson, Ashley

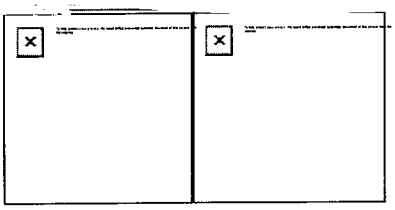
From: Scott Chamberlin ·
Sent: Friday, August 22, 2025 2:38 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 33

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.

As long as the vendors are proofing those served, 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 Fri, Aug 22, 2025 at 1:36 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Friday, August 22, 2025 1:35 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 33

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

Attachment: The Arc-08262025122203 (RES-2025-747 : Amusement License - the ARC Erie County)

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization: *:	The Arc Erie County New York
Event Address*:	30 Wilson Road Williamsville, NY 14221, NY 14221
Will alcohol be served? :	Yes (include how it will be managed in description below)
Describe Event*:	"Ale Trail" Fundraiser event with tastings, live music, and food on our trail surrounding the property. September25th, 2025 4:30-9pm. Vendors are pouring their samples and have proper ability to do so as per their licenses.
List All Dates*:	September 25, 2025
Start Time*:	04:30 PM
End Time*:	09:00 PM
Please supply a site plan with designated area for the event with your application*:	Ale Trail Basic Map.png
Name of Organizer*:	Luke Kantor
Address*:	30 Wilson Road Williamsville, NY 14221, NY 14221
Phone*:	716-290-5457
Email*:	LKantor@ArcErieCounty.org
Signature*:	

Attachment: The Arc-08262025122203 (RES-2025-747 : Amusement License - the ARC Erie County)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30805 **RESOLUTION 2025-748** **ADOPTED**

Fireworks Display - Country Club of Buffalo

Request for fireworks permit on Saturday, September 13, 2025 at approximately 9:45 pm at Country Club of Buffalo, 250 Youngs Rd. with the following conditions:

- That the spectators, parking areas and dwellings distance from the fireworks discharge location for vertical mortars. (Maximum shell size - 5inches) shall be a minimum of 350 feet.
- That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
- The trajectory of shells shall not come within 25 feet of overhead objects.
- The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters are Jerry Behlau and Karl Grohs.
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.
- Crowds over 1000 people require a crowd manager as per the IFC.
- If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved to be approved by our office.
- The applicant must abide by Chapter 138 of The Town of Amherst code regarding noise.

9/2/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
08/15/2025	08/15/2025	08/15/2027	FP-2025-0053

APPLICANT	ADDRESS	PHONE NUMBER
Youngs Explosives Corporation	PO Box 18653 Rochester	585-394-1783

LOCATION OF ACTIVITY: Country Club of Buffalo - (SITE) 250-309 Youngs Rd, Amherst, NY

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks Display
Date:9/13/205 @ 9:45 PM
Maximum shell size (inches): 5"
Minimum clearance from display (feet): 350'
Must comply with IFC and NFPA
Fire extinguisher(s) required
Amherst Town Board shall set time for display to conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
	08/15/2025	150.00

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature — President, Young Explosive Corporation (Title)

DO NOT WRITE BELOW THIS LINE

COMMENTS:

SIGN HERE

APPROVED BY FIRE OFFICIAL — DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: CCB913-08152025095746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

TOWN OF AMHERST
BUILDING DEPARTMENT | FIRE SAFETY DIVISION
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE (716) 631-7140
FAX (716) 631-7192

MARK S. BERKE, P.E.
Commissioner of Building

Memorandum

DATE: August 15, 2025

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display - Country Club of Buffalo 250 Youngs Rd

DATE & TIME:

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions:

1) That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of feet.
(Maximum shell size - inches) 5"

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

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

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

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

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

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

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

Bryan W. Parnell
Senior Fire Inspector
Fire Safety Division

Attachment: CCB913-08152025095746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby make application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York.

1. Name of individual/company sponsoring the display and the names of the persons to be in charge of the firing of the display:
   Sponsor: Country Club of Buffalo
   Fireworks Company: Young Explosives Corporation
   Wedding at Country Club of Buffalo
2. Date & time at which display is to be held: Saturday, September 13, 2025 @ approx. 9:45 pm
3. Exact location of display: Country Club of Buffalo's golf course, below 18th hole (site map attached)
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
   Jerry Behlau: eyes (haz), hair (gry), Hgt (6'3"), wt (average)
   Karl Grohs: over age 18, blue eyes, brown hair, 5' 11" tall
5. Number and kind of fireworks to be discharged:
   Approx. 150 misc. 1.3G and 1.4G shells with the largest shell size of 5" (350' fallout radius)
6. Manner and place of storage of these fireworks prior to the display:
   With Young Explosives crew at all imes
7. Attach a diagram of the grounds on which the fireworks display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines and other overhead obstructions.
8. This application must be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries, a limit of $1,000,000 for property damage, and proof of Worker's Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $150.00 payable to the "Town of Amherst".

Date: 8/5/2025

(Company, Corporation or Individual)

James Young on behalf of Country Club of Buffalo

Applicant Signature

State of New York PA)
County of ~~Erie~~ Monroe)
Town of ~~Amherst~~ Brighton PB)

Sworn before me this 5 day of August in the year 2025

Paulina C. Hargarther

Notary Public

PAULINA C HARGARTHER
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01HA0033945
My Commission Expires 2/19/2029

Attachment: CCB913-08152025095746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

Country Club of Buffalo
250 Youngs Road, Buffalo, NY 14221
5" maximum shell (350' fallout radius required)
392.90' fallout radius shown
January (2024)



Attachment: CCB913-08152025095746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number: **6-NY-069-21-7K-00338**

Expiration Date: **October 1, 2027**

Chief, Federal Explosives Licensing Center (FELC)

Name
YOUNG EXPLOSIVES CORP

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

YOUNG EXPLOSIVES CORP
PO BOX 18653
ROCHESTER, NY 14618-0000

Licensee/Permittee Responsible Person Signature

President
Position/Title

James R Young
Printed Name

1/20/2025
Date

Previous Edition is Obsolete

YOUNG EXPLOSIVES CORP:2165 NEW MICHIGAN ROAD:14424:6-NY-069-21-7K-00338:October 1, 2027:21-MANUFACTURER OF EXPLOSIVES

~~ATF Form 5400.14/5400.15 Part I~~
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **YOUNG EXPLOSIVES CORP**

Business Name:

License/Permit Number: **6-NY-069-21-7K-00338**

License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: CCB913-081520250957746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance *(as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802))*, (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence *(as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act)*, or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. **Federal Regulation 27 CFR 555.53 - Licensees and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.**
3. **Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than $250,000.**

NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC. **Note:** The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

(Continued from front)

Discontinuance of Business *(27 CFR 555.61)(27 CFR 555.128)*. Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB

✂ Cut Here

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free number: (877) 283-3352 Fax number: (304) 616-4401 E-mail: FELC@atf.gov

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

Attachment: CCB913-08152025095746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 12
ALBANY, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

Expires: 3/31/2026
THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS

License No. D-2316

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618
James R. Young

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and quantity is not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: CCB913-08152025095746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618	YOUNG EXPLOSIVES CORPORATION P.O. BOX 18653 ROCHESTER NY 14618

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R 400 999-9	604555	01/01/2025 TO 01/01/2026	1/6/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 186545097

U-26.3

Attachment: CCB913-08152025095746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) YOUNG EXPLOSIVES CORP. 2165 NEW MICHIGAN ROAD CANANDAIGUA, NY 14424	1b. Business Telephone Number of Insured (585) 394-1783
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. Federal Employer Identification Number of Insured or Social Security Number 160900107
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER, NY 14618	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 6163 63 - 9 3c. Policy effective period 04/01/2024 to 04/01/2026

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/1/2025 By Kristin Markwica

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Certificate Number 832205

Attachment: CCB913-08152025095746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

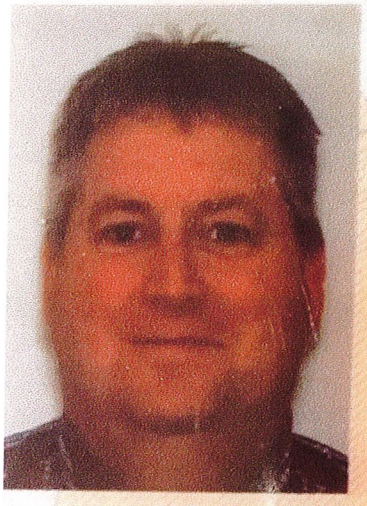
(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: CCB913-08152025095746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE

N.Y.S



KARL D GROHS

CLASS: A
ANY DISPLAY

THIS CARD MUST BE CARRIED
WHEN USING PYROT

CERT# PR-806
EXPIRES 12/26

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

01213 007114526 21

DMV# 805380804
EYES BLU
HAIR BRO
HGT 5' 11"

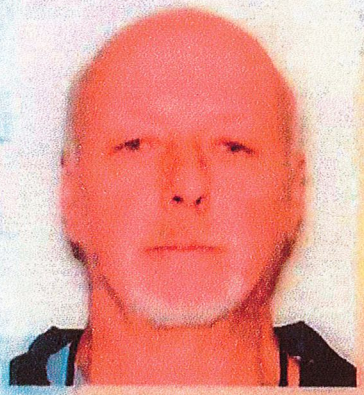
IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161 BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Attachment: CCB913-08152025095746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE

N.Y.S

JERRY L BEHLAU



CLASS: B
NON PROXIMATE AUDIENCE ONLY

THIS CARD MUST BE CARRIED
WHEN USING PYROT CERT# PR-597
EXPIRES 03/27

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

01213 007198392 82

DMV# 679522790
EYES HAZ
HAIR GRY
HGT 6' 3 "

IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161 BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Attachment: CCB913-08152025095746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Everest Denali Insurance Company	16044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Young Explosives Corporation
P.O. Box 18653
Rochester NY 14618

COVERAGES **CERTIFICATE NUMBER:** 83701496 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC	Y	Y	GCN0011249-251	3/20/2025	10/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 2,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	GCD0010092-251	3/20/2025	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	P-001-000088056-07	3/20/2025	10/15/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date: Saturday, September 13, 2025
Location: Below 18th hole on golf course grounds
Additional Insured: Country Club of Buffalo; Town of Amherst, NY

CERTIFICATE HOLDER

Country Club of Buffalo
250 Youngs Road
Williamsville NY 14421
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Attachment: CCB913-08152025095746 (RES-2025-748 : Fireworks Display - Country Club of Buffalo)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30842 **RESOLUTION 2025-749** **ADOPTED**

Fireworks Display - Park Country Club

Request for fireworks permit on Saturday, October 4, 2025 at approximately 8:30 PM at Park Country Club, 4949 Sheridan Dr. with the following conditions:

- That the spectators, parking areas and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 280 feet. (Maximum shell size- 4 inches).
- That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
- The trajectory of shells shall not come within 25 feet of overhead objects.
- The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters are Justin Hoellig, Kevin Kingston, and others.
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.
- Crowds over 1000 people require a crowd manager as per the IFC.
- If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.
- The applicant must abide by Chapter 138 of The Town of Amherst code regarding noise.

9/2/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT | FIRE SAFETY DIVISION
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE (716) 631-7140
FAX (716) 631-7192

MARK S. BERKE, P.E.
Commissioner of Building

Memorandum

DATE: August 27, 2025

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display -

DATE & TIME: 10/4/2025 @ 8:30 PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions:

1) That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 280 feet.
(Maximum shell size - 4 inches)

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

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

4) The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event.
Justin Hoellig
Kevin Kingston
Submitted shooters: others

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

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

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

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

Bryan W. Parnell
Senior Fire Inspector
Fire Safety Division

Attachment: Fireworks 10-4-08272025104554 (RES-2025-749 : Fireworks Display - Park Country Club)

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
08/22/2025	**08/27/2025**	**08/27/2027**	**FP-2025-0056**

APPLICANT	ADDRESS	PHONE NUMBER
SKYLIGHTERS OF NEW YORK, LLC	**PO Box 1357 ORCHARD PARK**	**716-903-3291**

LOCATION OF ACTIVITY: - (SITE) 4949 Sheridan Dr, Amherst, NY 14221

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks Display
Date: 10/4/2025 @ 8:30 PM
Maximum shell size (inches): 4
Minimum clearance from display (feet): 280
Must comply with IFC and NFPA
Fire extinguisher(s) required
Amherst Town Board shall set time for display to conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
BJ Pete	**08/27/2025**	**150.00**

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature — 8/27/25 Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL — DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: Fireworks 10-4-08272025104554 (RES-2025-749 : Fireworks Display - Park Country Club)

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby make application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York.

1. Name of individual/company sponsoring the display and the names of the persons to be in charge of the firing of the display:
   Park Country Club
   Skylighters of New York, LLC
2. Date & time at which display is to be held: 10/4/25 8-8:30 pm
3. Exact location of display: 4949 Sheridan Dr, Williamsville NY 14221
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
   Justin Hoellig 40+, 10+ yrs-ex., white male
   Kevin Kingston 35+, 5+ yrs ex, white male
   Any + All Skylighters Employee 18+ yrs old.
5. Number and kind of fireworks to be discharged:
   310. 2.5", 140-3", 18-4" Shells
6. Manner and place of storage of these fireworks prior to the display:
   Brought to the site the day of.
7. Attach a diagram of the grounds on which the fireworks display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines and other overhead obstructions.
8. This application must be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries, a limit of $1,000,000 for property damage, and proof of Worker's Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $150.00 payable to the "Town of Amherst".

Date: 8/19/25

Matthew Shaw (Skylighters of New York, LLC
(Company, Corporation or Individual)

Applicant Signature

State of New York)
County of Erie)
Town of Amherst)

Sworn before me this 19th day of August in the year 2025

Mary Reinhardt
Notary Public

Mary Reinhardt
Notary Public, State of New York
Reg. No. 01RE6395690
Qualified in Erie County County
Commission Expires July 29, 2027

Attachment: Fireworks 10-4-08272025104554 (RES-2025-749 : Fireworks Display - Park Country Club)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2025

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
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Everest Denali Insurance Company	16044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 7847
Skylighters of New York LLC
PO Box 1357
Orchard Park NY 14127

COVERAGES **CERTIFICATE NUMBER:** 1410713475 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GCN0010409-241	12/5/2024	12/5/2025	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY			GCD0010027-241	12/5/2024	12/5/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR			P-001-000056857-07	12/5/2024	12/5/2025	EACH OCCURRENCE	$ 4,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Display Date: 10/4/25
Location: Park Country Club
Additional Insured: Park Country Club and Town of Amherst

CERTIFICATE HOLDER
Park Country Club
4949 Sheridan Drive
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: Fireworks 10-4-08272025104554 (RES-2025-749 : Fireworks Display - Park Country Club)

SH-862 (3/22)
DIVISION OF SAFETY, HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 12
ALBANY, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

Expires: 6/30/2026
THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS
License No. D-5799

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Skylighters of New York, LLC
5495 Rice Rd
Boston, NY 14025
Matthew T Shaw

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and quantity is not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: Fireworks 10-4-0827202510454 (RES-2025-749 : Fireworks Display - Park Country Club)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number: 6-NY-029-51-7C-01005

Chief, Federal Explosives Licensing Center (FELC)

Expiration Date: March 1, 2027

Name
SKYLIGHTERS OF NEW YORK LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
5495 RICE ROAD
BOSTON, NY 14025-

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature

Position Title

Printed Name

Date

Mailing Address (Changes? Notify the FELC of any changes.)

SKYLIGHTERS OF NEW YORK LLC
PO BOX 1357
ORCHARD PARK, NY 14127-

ATF Form 5400.14/5400.15 P
Revised September 2011

Previous Edition is Obsolete

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of tl business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended licer or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spc or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee f benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins t carry on the business or operations.

(Continued on reverse si

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **SKYLIGHTERS OF NEW YORK LLC**

Business Name:

License/Permit Number: **6-NY-029-51-7C-01005**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **March 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: Fireworks 10-4-08272025104554 (RES-2025-749 : Fireworks Display - Park Country Club)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center (FELC)
www.atf.gov

Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405
telephone: (877)283-3352 fax: (304)616-4401

08/06/2025

NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: SKYLIGHTERS OF NEW YORK LLC

NOTICE DATE: 08/06/2025

Federal Explosives license/permit no.: 6-NY-029-51-7C-01005
Expiration Date: **March 1, 2027**
Explosives License/Permit Type: 51-IMPORTER OF EXPLOSIVES

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

1. **WARNING.** Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment wi you.
2. **"DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in nc event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
3. **CHANGE IN RESPONSIBLE PERSONS.** You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.
4. **CHANGE OF EMPLOYEES.** You MUST report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

Premises Address: 3495 RICE ROAD
BOSTON, NY 14025

Mailing Address:
SKYLIGHTERS OF NEW YORK LLC
PO BOX 1357
ORCHARD PARK, NY 14127

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individua you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 1
Number of EMPLOYEE POSSESSOR(S): 81

LAST NAME, First Name, Middle Name	Clearance Status
RESPONSIBLE PERSONS:	**1**
0001 SHAW, MATTHEW THOMAS	Cleared
EMPLOYEE POSSESSORS:	**81**
0001 ADAMSKI, CHARLES EDWARD	Cleared
0002 ANDERSON, ANTON FRED III	Cleared
0003 ARONESENO, DOMINIC JAMES	Cleared
0004 ARONESENO, GERALD A JR	Cleared

continued

LAST NAME, First Name, Middle Name	Clearance Status
0005 BENNETT, JENNIFER LEE	Cleared
0006 BILLUPS, GREGORY A	Cleared
0007 BRODFUEHRER, RONALD KEIL	Cleared
0008 BRUSCANI, MARK ANTHONY	Cleared
0009 BUDDENHAGEN, JON ERIC	Cleared
0010 BURANICH, THOMAS MICHAEL	Cleared
0011 BURKLEY, KEVIN DONALD	Cleared
0012 CHISLOM, DANIEL REED JR	Cleared
0013 CHISLOM, MELISSA MARIA	Cleared
0014 CLARK, CHRISTOPHER THOMAS	Cleared
0015 CRABB, CODY THOMAS	Cleared

Attachment: Fireworks 10-4-08272025104554 (RES-2025-749 : Fireworks Display - Park Country Club)

NOTICE OF CLEARANCE

08/06/2025

for individuals transporting, shipping, receiving, or possessing explosive materials.

NOTICE DATE: 08/06/2025

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

This 'Notice of Clearance' is issued to: SKYLIGHTERS OF NEW YORK LLC
Federal Explosives license/permit no.: 6-NY-029-51-7C-01005
Explosives License/Permit Type: 51-IMPORTER OF EXPLOSIVES
Expiration Date: March 1, 2027

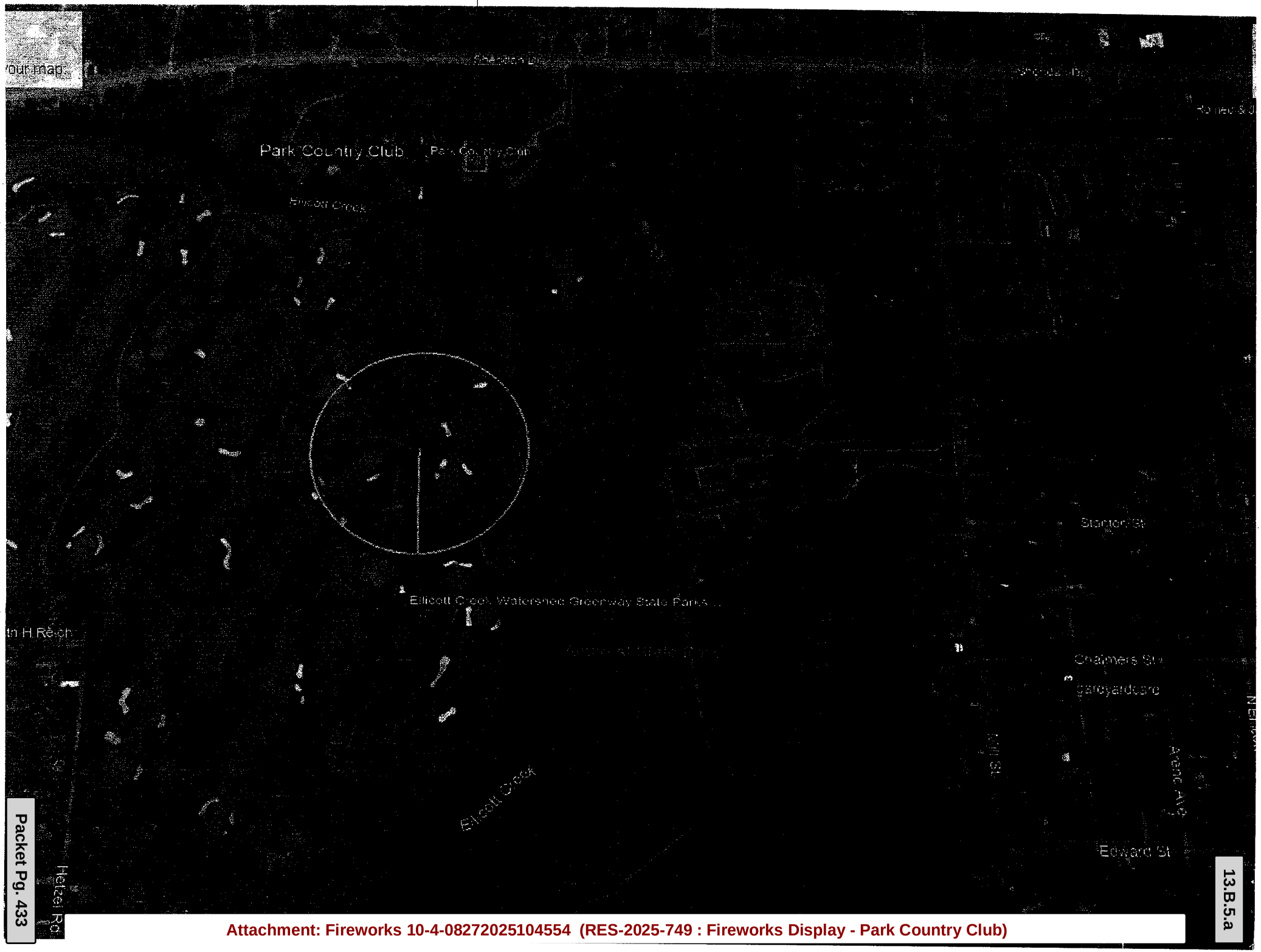
5495 RICE ROAD
BOSTON, NY, 14025

continued from previous page

	LAST NAME, First Name, Middle Name	Clearance Status
0016	DONOVAN, WILLIAM DAVID	Cleared
0017	DREJAS, FRANK JOSEPH	Cleared
0018	EISENSMITH, SAMANTHA GRACE	Cleared
0019	ERDMAN, JACOB ROBERT	Cleared
0020	GAVIN, DAKOTA JAMES	Cleared
0021	HAINES, MARK LEE	Cleared
0022	HALL, ALAN L	Cleared
0023	HARTLOFF, JERRY RUSSEL	Cleared
0024	HARTLOFF, JESSE LEE	Cleared
0025	HARTLOFF, KEITH CLAYTON	Cleared
0026	HAY, MICHAEL A	Cleared
0027	HEINRICH, HELAMAN SAMUEL	Cleared
0028	HEINZ, STEVEN CHARLES	Cleared
0029	HILL, DANIEL G	Cleared
0030	HOELLIG, JUSTIN MATTHEW DOUGLAS	Cleared
0031	IHRIG, EDWARD ROBERT	Cleared
0032	ISAKSEN, KRISTIN ESTHER	Cleared
0033	JONES, MARK RONALD	Cleared
0034	KARCHER, MARK DONALD	Cleared
0035	KINGSTON, KEVIN MICHAEL	Cleared
0036	KIRSOP, WILLIAM RUSSEL JR	Cleared
0037	KLINE, EVAN J	Cleared
0038	KOWTUN, KATHLEEN ANN	Cleared
0039	KOWTUN, VLADIMIR WALLY	Cleared
0040	KRUEGER, JOSEPH DELL	Cleared
0041	LAGOWSKI, ANTHONY ALEXANDER SR	Cleared
0042	LEO, NICHOLAS ROBERT	Cleared
0043	LEO, ROBERT THOMAS	Cleared
0044	MCCALL, CHRISTOPHER GEORGE	Cleared
0045	MONGEON, MARK JOSEPH	Cleared
0046	MOORE, PADAN L	Cleared
0047	MORRIS, DAVID PERRY	Cleared
0048	NEWELL, DALE ROBERT	Cleared
0049	NIEFERGOLD, JACK JOSEPH	Cleared
0050	NOWICKI, DANIEL PAUL	Cleared
0051	NOWICKI, TIMOTHY J	Cleared
0052	NUGENT, RANDOLPH STEPHEN	Cleared
0053	OSINSKI, NASH MICHAEL	Cleared
0054	PALMER, JEREMY J	Cleared
0055	PENKSA, THOMAS FRANK	Cleared
0056	PIM, DAVID FRANCES	Cleared
0057	PUSZTAY, JOSEPH VINCENT	Cleared
0058	RICOTTA, PHILIP MATTHEW	Cleared
0059	ROBINSON, SOPHIE B	Cleared
0060	ROLL, JAY ANTHONY	Cleared
0061	ROLL, WENDY LESLIE	Cleared
0062	ROSENBERG, JOSHUA CAIN	Cleared
0063	ROSENBERG, TIMOTHY CAIN	Cleared
0064	SANTARELLI, BRETT ROCCO WILLIAM	Cleared
0065	SCHREIBER, ERIC DAVID	Cleared
0066	SCHUMAKER, RON CHARLES	Cleared
0067	SCHURR, GREGG WALTER	Cleared
0068	SHAW, MICHAEL LAWRENCE	Cleared
0069	SIETESKI, DAVID PAUL	Cleared
0070	SMITH, DEBORAH A	Cleared
0071	SMITH, JEFFERY RICHARD	Cleared
0072	SMITH, MICHAEL EDWARD	Cleared
0073	STEELE, JARED MARTIN	Cleared
0074	SWAVY, ALEXANDER JOHN	Cleared
0075	SZRAMA, CODY JOSEPH	Cleared
0076	TOZIER, ROGER	Cleared
0077	TUCHOLSKI, MICHAEL II	Cleared
0078	USIAK, PATRICK JAMES	Cleared
0079	WEISENBURG, ERIC SEAN	Cleared
0080	WHALEN, PAUL FRANCIS JR	Cleared
0081	WHITMAN, JULIE FRANCIS	Cleared

6-NY-029-51-7C-01005 Expiration date: March 1, 2027 SKYLIGHTERS OF NEW YORK LLC OF - 5495 RICE ROAD, BOSTON, NY 14025

Attachment: Fireworks 10-4-08272025104554 (RES-2025-749 : Fireworks Display - Park Country Club)


Park Country Club
Elliott Creek
Elliott Creek Watershed Greenway State Park
Elliott Creek
Edward St
Hetzel Rd

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 30843 **RESOLUTION 2025-750** **ADOPTED**

Fireworks Display - Williamsville North High School

Request for fireworks permit on Thursday, September 18, 2025 at approximately 9:00 PM at Williamsville North High School, 1595 Hopkins Rd. with the following conditions:

- That the spectators, parking areas and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 70 feet. (maximum shell size- 1 inches)
- That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
- That the trajectory of shells shall not come within 25 feet of overhead objects.
- The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooter, Nick Leo, Mark Mongeon.
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.
- Crowds over 1000 people require a crowd manager as per the IFC.
- If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting and this time shall be approved by our office.
- The applicant must abide by Chapter 138 of The Town of Amherst code regarding noise.

9/2/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT | FIRE SAFETY DIVISION
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE (716) 631-7140
FAX (716) 631-7192

MARK S. BERKE, P.E.
Commissioner of Building

Memorandum

DATE: August 27, 2025

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display -

DATE & TIME: 9/18/2025 @ 9 PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions:

1) That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 70 feet.
(Maximum shell size - 1 inches)

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

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

4) The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event.
Nick Leo
Mark Mongeon
Submitted shooters: Others

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

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

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

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

Bryan W. Parnell BWP
Senior Fire Inspector
Fire Safety Division

Attachment: Fireworks 9-18-08272025104519 (RES-2025-750 : Fireworks Display - Williamsville North High School)

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTIOI / OPERATING PERMI

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
08/22/2025	**08/27/2025**	**08/27/2027**	**FP-2025-0057**

APPLICANT	ADDRESS	PHONE NUMBER
SKYLIGHTERS OF New York, LLC	P.O. Box 1357 Orchard Park	**716-903-3291**

LOCATION OF ACTIVITY: - (SITE) 1595 Hopkins Rd, Amherst, NY

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST. AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks Display
Date: 9/18/2025 @ 9 PM
Maximum shell size (inches): 1
Minimum clearance from display (feet): 70
Must comply with IFC and NFPA
Fire extinguisher(s) required
Amherst Town Board shall set time for display to conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
BJ Pass	**08/27/2025**	**150.00**

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature — Title: 8/27/25

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL — DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: Fireworks 9-18-08272025104519 (RES-2025-750 : Fireworks Display - Williamsville North High School)

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby make application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York.

1. Name of individual/company sponsoring the display and the names of the persons to be in charge of the firing of the display:
   - Williamsville North High School
   - Skylighters of New York, LLC
2. Date & time at which display is to be held: 9/18/25 9pm
3. Exact location of display: 1595 Hopkins Rd, Williamsville, Ny 14221
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
   Nick Leo 25+, 5+ yrs ex., white male
   Mark Mongeon 40, 15+ yrs ex, white male
   Any + All Skylighter Employee 18+ yrs old
5. Number and kind of fireworks to be discharged:
   30 max 1" cake
6. Manner and place of storage of these fireworks prior to the display:
   Brought to the site the day of.
7. Attach a diagram of the grounds on which the fireworks display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines and other overhead obstructions.
8. This application must be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries, a limit of $1,000,000 for property damage, and proof of Worker's Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $150.00 payable to the "Town of Amherst".

Date: 8/19/25

Skylighters of Ny, LLC / Matthew Shaw
(Company, Corporation or Individual)

Applicant Signature

State of New York)
County of Erie)
Town of Amherst)

Sworn before me this 19th day of August in the year 2025

Mary Reinhardt
Notary Public

Mary Reinhardt
Notary Public, State of New York
Reg. No. 01RE6395690
Qualified in Erie County County
Commission Expires July 29, 2027

Attachment: Fireworks 9-18-08272025104519 (RES-2025-750 : Fireworks Display - Williamsville North High School)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Everest Denali Insurance Company	16044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 7847
Skylighters of New York LLC
PO Box 1357
Orchard Park NY 14127

COVERAGES **CERTIFICATE NUMBER:** 907344535 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GCN0010409-241	12/5/2024	12/5/2025	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY			GCD0010027-241	12/5/2024	12/5/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			P-001-000056857-07	12/5/2024	12/5/2025	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Display Date: 9/18/25
Location: 1595 Hopkins Road
Addltional Insured: Williamsville North High School and Town of Amherst

CERTIFICATE HOLDER
Williamsville North High School
1595 Hopkins Road
Williamsville NY 14221

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Fireworks 9-18-08272025104519 (RES-2025-750 : Fireworks Display - Williamsville North High School)

SH-862 (3/22)
DIVISION OF SAFETY, HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 12
ALBANY, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

Expires: 6/30/2026
THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS.
License No. D-6798

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Skylighters of New York, LLC
5495 Rice Rd
Boston, NY 14025
Matthew T Shaw

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and quantity is not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: Fireworks 9-18-0827202510451 9 (RES-2025-750 : Fireworks Display - Williamsville North High School)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number: 6-NY-029-51-7C-01005

Chief, Federal Explosives Licensing Center (FELC)

Expiration Date: March 1, 2027

Name
SKYLIGHTERS OF NEW YORK LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
5495 RICE ROAD
BOSTON, NY 14025-

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Mailing Address (Changes? Notify the FELC of any changes.)
SKYLIGHTERS OF NEW YORK LLC
PO BOX 1357
ORCHARD PARK, NY 14127-

ATF Form 5400.14/5400.15 P
Revised September 2011

Previous Edition is Obsolete SKYLIGHTERS OF NEW YORK LLC 5495 RICE ROAD BOSTON, NY 14025- 6-NY-029-51-7C-01005 March 1, 2027 51-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of t business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended licen or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spo or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the licens permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins t carry on the business or operations.

(Continued on reverse si

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **SKYLIGHTERS OF NEW YORK LLC**

Business Name:

License/Permit Number: **6-NY-029-51-7C-01005**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **March 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: Fireworks 9-18-0827202510451 9 (RES-2025-750 : Fireworks Display - Williamsville North High School)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center (FELC)
www.atf.gov

Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405
telephone: (877)283-3352 fax: (304)616-4401

08/06/2025

NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: SKYLIGHTERS OF NEW YORK LLC
NOTICE DATE: 08/06/2025

Federal Explosives license/permit no.: 6-NY-029-51-7C-01005
Expiration Date: **March 1, 2027**
Explosives License/Permit Type: 51-IMPORTER OF EXPLOSIVES

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

1. **WARNING. Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment wit you.**
2. **"DENIED" STATUS. If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).**
3. **CHANGE IN RESPONSIBLE PERSONS. You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.**
4. **CHANGE OF EMPLOYEES. You MUST report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.**

Premises Address: 1349 S NICE ROAD
BOSTON, NY 14025

Mailing Address: SKYLIGHTERS OF NEW YORK LLC
PO BOX 1357
ORCHARD PARK, NY 14127

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individua you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 1
Number of EMPLOYEE POSSESSOR(S): 81

LAST NAME, First Name, Middle Name	Clearance Status
RESPONSIBLE PERSONS:	**1**
0001 SHAW, MATTHEW THOMAS	Cleared
EMPLOYEE POSSESSORS:	**81**
0001 ADAMSKI, CHARLES EDWARD	Cleared
0002 ANDERSON, ANTON FRED III	Cleared
0003 ARONESENO, DOMINIC JAMES	Cleared
0004 ARONESENO, GERALD A JR	Cleared

continued

LAST NAME, First Name, Middle Name	Clearance Status
0005 BENNETT, JENNIFER LEE	Cleared
0006 BILLUPS, GREGORY A	Cleared
0007 BRODFUEHRER, RONALD KEIL	Cleared
0008 BRUSCANI, MARK ANTHONY	Cleared
0009 BUDDENHAGEN, JON ERIC	Cleared
0010 BURANICH, THOMAS MICHAEL	Cleared
0011 BURKLEY, KEVIN DONALD	Cleared
0012 CHISLOM, DANIEL REED JR	Cleared
0013 CHISLOM, MELISSA MARIA	Cleared
0014 CLARK, CHRISTOPHER THOMAS	Cleared
0015 CRABB, CODY THOMAS	Cleared

Attachment: Fireworks 9-18-08272025104519 (RES-2025-750 : Fireworks Display - Williamsville North High School)

NOTICE OF CLEARANCE

08/06/2025

for individuals transporting, shipping, receiving, or possessing explosive materials.

NOTICE DATE: 08/06/2025

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

This 'Notice of Clearance' is issued to: SKYLIGHTERS OF NEW YORK LLC
Federal Explosives license/permit no.: 6-NY-029-51-7C-01005
Explosives License/Permit Type: 51-IMPORTER OF EXPLOSIVES
Expiration Date: March 1, 2027

5495 RICE ROAD
BOSTON, NY 14025

continued from previous page

LAST NAME, First Name, Middle Name	Clearance Status
0016 DONOVAN, WILLIAM DAVID	Cleared
0017 DREJAS, FRANK JOSEPH	Cleared
0018 EISENSMITH, SAMANTHA GRACE	Cleared
0019 ERDMAN, JACOB ROBERT	Cleared
0020 GAVIN, DAKOTA JAMES	Cleared
0021 HAINES, MARK LEE	Cleared
0022 HALL, ALAN L	Cleared
0023 HARTLOFF, JERRY RUSSEL	Cleared
0024 HARTLOFF, JESSE LEE	Cleared
0025 HARTLOFF, KEITH CLAYTON	Cleared
0026 HAY, MICHAEL A	Cleared
0027 HEINRICH, HELAMAN SAMUEL	Cleared
0028 HEINZ, STEVEN CHARLES	Cleared
0029 HILL, DANIEL G	Cleared
0030 HOELLIG, JUSTIN MATTHEW DOUGLAS	Cleared
0031 IHRIG, EDWARD ROBERT	Cleared
0032 ISAKSEN, KRISTIN ESTHER	Cleared
0033 JONES, MARK RONALD	Cleared
0034 KARCHER, MARK DONALD	Cleared
0035 KINGSTON, KEVIN MICHAEL	Cleared
0036 KIRSOP, WILLIAM RUSSEL JR	Cleared
0037 KLINE, EVAN J	Cleared
0038 KOWTUN, KATHLEEN ANN	Cleared
0039 KOWTUN, VLADIMIR WALLY	Cleared
0040 KRUEGER, JOSEPH DELL	Cleared
0041 LAGOWSKI, ANTHONY ALEXANDER SR	Cleared
0042 LEO, NICHOLAS ROBERT	Cleared
0043 LEO, ROBERT THOMAS	Cleared
0044 MCCALL, CHRISTOPHER GEORGE	Cleared
0045 MONGEON, MARK JOSEPH	Cleared
0046 MOORE, PADAN L	Cleared
0047 MORRIS, DAVID PERRY	Cleared
0048 NEWELL, DALE ROBERT	Cleared
0049 NIEFERGOLD, JACK JOSEPH	Cleared
0050 NOWICKI, DANIEL PAUL	Cleared
0051 NOWICKI, TIMOTHY J	Cleared
0052 NUGENT, RANDOLPH STEPHEN	Cleared
0053 OSINSKI, NASH MICHAEL	Cleared
0054 PALMER, JEREMY J	Cleared
0055 PENKSA, THOMAS FRANK	Cleared
0056 PIM, DAVID FRANCES	Cleared
0057 PUSZTAY, JOSEPH VINCENT	Cleared
0058 RICOTTA, PHILIP MATTHEW	Cleared
0059 ROBINSON, SOPHIE B	Cleared
0060 ROLL, JAY ANTHONY	Cleared
0061 ROLL, WENDY LESLIE	Cleared
0062 ROSENBERG, JOSHUA CAIN	Cleared
0063 ROSENBERG, TIMOTHY CAIN	Cleared
0064 SANTARELLI, BRETT ROCCO WILLIAM	Cleared
0065 SCHREIBER, ERIC DAVID	Cleared
0066 SCHUMAKER, RON CHARLES	Cleared
0067 SCHURR, GREGG WALTER	Cleared
0068 SHAW, MICHAEL LAWRENCE	Cleared
0069 SIETESKI, DAVID PAUL	Cleared
0070 SMITH, DEBORAH A	Cleared
0071 SMITH, JEFFERY RICHARD	Cleared
0072 SMITH, MICHAEL EDWARD	Cleared
0073 STEELE, JARED MARTIN	Cleared
0074 SWAVY, ALEXANDER JOHN	Cleared
0075 SZRAMA, CODY JOSEPH	Cleared
0076 TOZIER, ROGER	Cleared
0077 TUCHOLSKI, MICHAEL II	Cleared
0078 USIAK, PATRICK JAMES	Cleared
0079 WEISENBURG, ERIC SEAN	Cleared
0080 WHALEN, PAUL FRANCIS JR	Cleared
0081 WHITMAN, JULIE FRANCIS	Cleared

6-NY-029-51-7C-01005 - expiration date March 1, 2027 SKYLIGHTERS OF NEW YORK LLC OF 5495 RICE ROAD, BOSTON, NY 14025

Attachment: Fireworks 9-18-08272025104519 (RES-2025-750 : Fireworks Display - Williamsville North High School)

Attachment: Fireworks 9-18-08272025104519 (RES-2025-750 : Fireworks Display - Williamsville North High School)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Central Alarm
Initiated by: **Thomas Merrill**
Co-Sponsored by:

DOC ID: 30813 **RESOLUTION 2025-751** **ADOPTED**

Contract for Fire & EMS Dispatch Services - Clarence CRS #5755

Request the supervisor to sign the contract to continue dispatching Fire & EMS agencies in the Town of Clarence.

9/2/2025
Consent

FINANCIAL IMPACT:

A3020 - Approximately $300,000.00 in revenue each year

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

AGREEMENT

THIS AGREEMENT made this 1st day of January 2026 between the TOWN OF AMHERST, a municipal corporation with its principal office at 5583 Main Street, Williamsville, Erie County, New York 14221, and the TOWN OF CLARENCE, a municipal corporation with its principal office at One Town Place, Clarence, Erie County, New York 14031.

WITNESSETH

WHEREAS, the Town of Amherst has established a Central Fire Alarm system pursuant to Section 64 of the Town Law and has purchased and maintained equipment and personnel to dispatch fire and emergency relief squad calls, and

WHEREAS, the Town of Clarence is desirous of continuing the services of the Town of Amherst's Central Fire Alarm system.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties agree as follows:

FIRST: The Town of Amherst shall provide the necessary equipment and personnel for the dispatching of fire and emergency relief squad calls for the Central Fire Alarm system of the Town of Clarence.

SECOND: The Town of Amherst shall make available to the Town of Clarence its present equipment and personnel to provide a Central Fire Alarm system for the Town of Clarence. The services are to be provided to the Town of Amherst.

THIRD: The Town of Clarence and/or its fire districts and/or its fire companies, as the case may be, shall provide and maintain all necessary equipment to connect with the present facilities of the Town of Amherst Central Fire Alarm system

Attachment: Clarence Renewal (RES-2025-751 : Contract for Fire & EMS Dispatch Services - Clarence CRS #5755)

and to thereafter maintain same. All future expansion of equipment or services within the Town of Clarence shall be paid for by the Town of Clarence.

FOURTH: All personnel necessary for the operation of the Central Fire Alarm office shall be employees of the Town of Amherst and subject to its jurisdiction and control.

FIFTH: This agreement shall take effect at 12:00 a.m., January 1, 2026 and shall terminate at 11:59 p.m. on December 31, 2030.

SIXTH: The Town of Clarence shall pay to the Town of Amherst a yearly rental for the services herein specified on the first day of July of each year and every year during the term of this agreement upon the submission of a proper voucher executed by the Town of Amherst in the amount of 19% of the Town of Amherst's total expense for the prior year, for the operation and maintenance of the Central Fire Alarm office. (Personal services, fringe benefits, contractual expenses and the cost of fixed assets that are acquired and utilized in the performance of the services herein). The Town of Amherst will provide reasonable advanced notice of any major capital expenditures.

SEVENTH: Either party, during the term of this agreement, shall have the right and option to cancel this agreement, by giving written notice thereof, to the other party on or before the 1st day of September, which cancellation shall become effective January 1st thereafter.

EIGHTH: The Town of Clarence shall have the option to renew this agreement for an additional term of five (5) years. The rental consideration, however, shall be negotiated between the parties.

Attachment: Clarence Renewal (RES-2025-751 : Contract for Fire & EMS Dispatch Services - Clarence CRS #5755)

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this agreement to be signed by their duly authorized officers the day and year first above written.

TOWN OF CLARENCE

BY: _____
Patrick Casilio,
Supervisor

TOWN OF AMHERST

BY:_____
Brian J. Kulpa,
Supervisor

Attachment: Clarence Renewal (RES-2025-751 : Contract for Fire & EMS Dispatch Services - Clarence CRS #5755)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Central Alarm
Initiated by: **Thomas Merrill**
Co-Sponsored by:

DOC ID: 30814 **RESOLUTION 2025-752** **ADOPTED**

Contract for Fire & EMS Dispatch Services - Newstead CRS #5756

Request the supervisor to sign the contract to have the Amherst Central Fire Alarm Office continue dispatching Fire & EMS agencies in the Town of Newstead.

9/2/2025
Consent

FINANCIAL IMPACT:

A3020 - Approximately $95,000.00 in revenue each year

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

AGREEMENT

THIS AGREEMENT made this 1st day of January 2026 between the TOWN OF AMHERST, a municipal corporation with its principal office at 5583 Main Street, Williamsville, Erie County, New York 14221, and the TOWN OF NEWSTEAD, a municipal corporation with its principal office at 5 Clarence Center Road, Akron, Erie County, New York 14001.

WITNESSETH

WHEREAS, the Town of Amherst has established a Central Fire Alarm system pursuant to Section 64 of the Town Law and has purchased and maintained equipment and personnel to dispatch fire and emergency relief squad calls, and

WHEREAS, the Town of Newstead is desirous of continuing the services of the Town of Amherst's Central Fire Alarm system.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties agree as follows:

FIRST: The Town of Amherst shall provide the necessary equipment and personnel for the dispatching of fire and emergency relief squad calls for the Central Fire Alarm system of the Town of Newstead.

SECOND: The Town of Amherst shall make available to the Town of Newstead its present equipment and personnel to provide a Central Fire Alarm system for the Town of Newstead. The services are to be provided to the Town of Amherst.

Attachment: Newstead Renewal (RES-2025-752 : Contract for Fire & EMS Dispatch Services-Newstead CRS #5756)

THIRD: The Town of Newstead and/or its fire districts and/or its fire companies, as the case may be, shall provide and maintain all necessary equipment to connect with the present facilities of the Town of Amherst Central Fire Alarm system and to thereafter maintain same. All future expansion of equipment or services within the Town of Newstead shall be paid for by the Town of Newstead.

FOURTH: All personnel necessary for the operation of the Central Fire Alarm office shall be employees of the Town of Amherst and subject to its jurisdiction and control.

FIFTH: This agreement shall take effect at 12:00 a.m., January 1, 2026, and shall terminate at 11:59 p.m. on December 31, 2030.

SIXTH: The Town of Newstead shall pay to the Town of Amherst a yearly rental for the services herein specified on the first day of July of each year and every year during the term of this agreement upon the submission of a proper voucher executed by the Town of Amherst in the amount of 3/5 of 10% of the Town of Amherst's total expense for the prior year, for the operation and maintenance of the Central Fire Alarm office. (Personal services, fringe benefits, contractual expenses and the cost of fixed assets that are acquired and utilized in the performance of the services herein). The Town of Amherst will provide reasonable advanced notice of any major capital expenditures.

SEVENTH: Either party, during the term of this agreement, shall have the right and option to cancel this agreement, by giving written notice thereof, to the

Attachment: Newstead Renewal (RES-2025-752 : Contract for Fire & EMS Dispatch Services-Newstead CRS #5756)

other party on or before the 1st day of September, which cancellation shall become effective January 1st thereafter.

EIGHTH: The Town of Newstead shall have the option to renew this agreement for an additional term of five (5) years. The rental consideration, however, shall be negotiated between the parties.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this agreement to be signed by their duly authorized officers the day and year first above written.

TOWN OF NEWSTEAD

B Y: _____
Dawn D. Izydorczak,
Supervisor

TOWN OF AMHERST

BY:_____
Brian J. Kulpa,
Supervisor

Attachment: Newstead Renewal (RES-2025-752 : Contract for Fire & EMS Dispatch Services-Newstead CRS #5756)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Central Alarm
Initiated by: **Thomas Merrill**
Co-Sponsored by:

DOC ID: 30815 **RESOLUTION 2025-753** **ADOPTED**

Contract for Fire & EMS Dispatch Services - Akron CRS #5757

Request the supervisor to sign the contract to have the Amherst Central Fire Alarm Office continue dispatching Fire & EMS agencies in the Village of Akron.

9/2/2025
Consent

FINANCIAL IMPACT:

A3020 - Approximately $58,000.00 in revenue each year

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

AGREEMENT

THIS AGREEMENT made this 1st day of January 2026 between the TOWN OF AMHERST, a municipal corporation with its principal office at 5583 Main Street, Williamsville, Erie County, New York 14221, and the VILLAGE OF AKRON, a municipal corporation with its principal office at 21 Main Street, Akron, Erie County, New York 140001.

WITNESSETH

WHEREAS, the Town of Amherst has established a Central Fire Alarm system pursuant to Section 64 of the Town Law and has purchased and maintained equipment and personnel to dispatch fire and emergency relief squad calls, and

WHEREAS, the Village of Akron is desirous of continuing the services of the Town of Amherst's Central Fire Alarm system.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties agree as follows:

FIRST: The Town of Amherst shall provide the necessary equipment and personnel for the dispatching of fire and emergency relief squad calls for the Central Fire Alarm system of the Village of Akron.

SECOND: The Town of Amherst shall make available to the Village of Akron its present equipment and personnel to provide a Central Fire Alarm system for the Village of Akron. The services are to be provided to the Town of Amherst.

THIRD: The Village of Akron and/or its fire districts and/or its fire companies, as the case may be, shall provide and maintain all necessary equipment to

Attachment: Akron Renewal (RES-2025-753 : Contract for Fire & EMS Dispatch Services - Akron CRS #5757)

connect with the present facilities of the Town of Amherst Central Fire Alarm system and to thereafter maintain same. All future expansion of equipment or services within the Village of Akron shall be paid for by the Village of Akron.

FOURTH: All personnel necessary for the operation of the Central Fire Alarm office shall be employees of the Town of Amherst and subject to its jurisdiction and control.

FIFTH: This agreement shall take effect at 12:00 a.m., January 1, 2026, and shall terminate at 11:59 p.m. on December 31, 2030.

SIXTH: The Village of Akron shall pay to the Town of Amherst a yearly rental for the services herein specified on the first day of July of each year and every year during the term of this agreement upon the submission of a proper voucher executed by the Town of Amherst in the amount of 36.6% of 10% of the Town of Amherst's total expense for the prior year, for the operation and maintenance of the Central Fire Alarm office. (Personal services, fringe benefits, contractual expenses and the cost of fixed assets that are acquired and utilized in the performance of the services herein). The Town of Amherst will provide reasonable advanced notice of any major capital expenditures.

SEVENTH: Either party, during the term of this agreement, shall have the right and option to cancel this agreement, by giving written notice thereof, to the other party on or before the 1s· day of September, which cancellation shall become effective January 1St thereafter.

EIGHTH: The Village of Akron shall have the option to renew this agreement for an additional term of five (5) years. The rental consideration, however, shall be negotiated between the parties.

Attachment: Akron Renewal (RES-2025-753 : Contract for Fire & EMS Dispatch Services - Akron CRS #5757)

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this agreement to be signed by their duly authorized officers the day and year first above written.

VILLAGE OF AKRON

BY:_____
Brian T. Perry,
Mayor

TOWN OF AMHERST

BY:_____
Brian J. Kulpa,
Supervisor

Attachment: Akron Renewal (RES-2025-753 : Contract for Fire & EMS Dispatch Services - Akron CRS #5757)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 30836 **RESOLUTION 2025-754** **ADOPTED**

Budget Transfers and Amendments

For September 2, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 08/27/2025
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 TRANSFERS – 2025

FROM:	***TO:***
A1681.2130 IT- Computer Equip $2,700.00	A1681.1200 Overtime $2,700.00

Requested per department.

BUDGET AMENDMENTS – 2025

DECREASE:	***DECREASE***
KP2303.02770 Royal Park- Other Rev $28,500.00	KP2303.4971 Design Exp $28,500.00

To decrease the budget for monies paid directly to the vendor by Daemen, rather than the Town paying and getting reimbursed.

9/2/2025
Consent

FINANCIAL IMPACT:

See above.

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30833 **RESOLUTION 2025-755** **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 attached bid tab has been amended to purchase eight (8) 2026 or newer Ford Police Interceptor Utility vehicles rather than the six (6) which were originally bid, due to availability of additional funds; and

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 $336,096 to $433,188.

9/2/2025
Consent

FINANCIAL IMPACT:

A3120-2200 $433,188

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

Bid #2025018 Police Vehicles										
Low Bidder		Vendor Name:	One Nation Distribution		~~Van Bortel Ford~~		Delacy Ford		AMENDED for quantity of **8** of Item #1 Delacy Ford	
Item #	QTY		Unit Price	Total Price	~~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	$45,296.00	$362,368.00
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	$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	$43,595.00	$87,190.00
				$491,850.00		~~$412,810.00~~		$405,596.00		$496,188.00
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)		$63,000.00
		Total Net Bid (minus trade-in)		$400,450.00		~~$326,090.00~~		$342,596.00		**$433,188.00**
		Estimated lead time between order and delivery	45 Days		~~90-150 Days~~		4 Stock Units 5 Ordered 2-4 months		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.

8/26/25: Bid tab revised to amend Item #1 to purchase of (8) 2026 or newer Ford Police Interceptor Utility AWD vehicles due to sufficient funds in the budget for an an additional 2.

Attachment: Amended Bid Analysis Police Vehicles rev 8.26.25 (RES-2025-755 : Amendment to Bid

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Economic Development
Initiated by: **Megan Winnert**
Co-Sponsored by:

DOC ID: 30823 **RESOLUTION 2025-756** **ADOPTED**

Authorize Supervisor to Submit Water Infrastructure Improvement Act (WIIA) Grant Application- Funding WPFC Oxygen Separation Plant

WHEREAS, the Town needs to make investments relative to replacement of critical process infrastructure at the WPFC; and

WHEREAS, such investments in plants infrastructure are necessary to maintain the compliance record of the facility and maintain water quality in the Tonawanda Creek watershed; and

WHEREAS, the project is determined to be a Type II action under the provisions of SEQR according to Part 617.5, therefore no further environmental review is required and a short environmental assessment form for project is attached; and

WHEREAS, the total project costs estimated to be $12,000,000;

NOW THEREFORE BE IT RESOLVED, that the Town Board commits to providing the required local matching funds for the Water Infrastructure Improvement Act (WIIA) program; and

BE IT FURTHER RESOLVED, Brian Kulpa, Supervisor of the Town of Amherst is hereby authorized and directed to file and application for funds from the New York Department of Environmental Conservation through their Water Infrastructure Improvement Act (WIIA) Program, and upon approval of said application for funding to enter into and execute a project agreement with the State for such financial assistance to the Town of Amherst for replacement of the pure oxygen separation plant at its WPFC; and

BE IT FURTHER RESOLVED that the Supervisor is authorized and directed to complete the necessary application, forms, and attachments to be submitted through the Environmental Facilities Corporation (EFC) online portal for the purpose of securing this grant.

9/2/2025
Consent

FINANCIAL IMPACT:

Local Match Funds

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30828 **RESOLUTION 2025-757** **ADOPTED**

Highway Department Surplus Equipment Auction

In an effort to sell various antiquated Highway and Parks Department equipment, the Highway Department is requesting permission to participate with the Town approved Online Auctioneer Services Company approved per Resolution 2019-1248, CRS #1706.

The Online Auctions are on-going with the Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052. The Town of Amherst will not be charged for selling or advertising.

May we have the approval to place the itemized equipment placed in the auction?

9/2/2025
Consent

FINANCIAL IMPACT:

Revenue

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

AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

Steven Floss
Superintendent of Highways
sfloss@amherst.ny.us

www.amherst.ny.us

PHONE (716) 631-7117

FAX (716) 631-7265

AUCTION OF HIGHWAY VEHICLES/EQUIPMENT
(UPDATED 8.18.25)

	INVENTORY #	MAKE	DESCRIPTION	YEAR	CONDITION
1	86	CHEVROLET	1500 PICK UP	2011	POOR
2	29	CHEVROLET	1500 PICK UP	2006	POOR
3	62	CHEVROLET	1500 PICK UP	2013	POOR
4	7	CHEVROLET	TRAVERSE	2013	POOR
5	36	FORD	F-450 DUMP	2012	POOR
6	102	FORD	F-750XL AERIAL LIFT	2009	POOR
7	216	FREIGHTLINER	F80, 6 WHEEL DUMP	1999	POOR
8	138	PETERBUILT	340 VACON	2009	POOR
9	395	INGERSOLL RAND	DOOSAN 185	2010	POOR
10	327	INGERSOLL RAND	185 PLATINUM	2002	POOR
11	658	CHEVROLET	1500 PICK UP	2011	POOR
12	90	CHEVROLET	2500 CREW CAB	2007	POOR

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 8/6/25

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway	purchase price	$16,563.00	primary purpose	
division	Parks	annual lease cost		vehicle assigned to	
town seal	☒ yes ☐ no	purchase date	5/20/11	authorized take home	☐ yes ☒ no
vehicle identification no. (vin)	1GCVCPEX2BZ406775	vendor / vendor no.	Emerling	is vehicle taken home	☐ yes ☒ no
license plate	AB5894	purchase order number		rationale for take home	
vehicle id / no.	658	town board resolution no.		date updated	
vehicle make	Chevy	est. replacement year		comments	
vehicle model	1500	current mileage	88,147		
vehicle year	2011	est. miles per year		disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	Auction
owned or leased	Owned	serviced by		title in clerk's office	☒ yes ☐ no
how vehicle was acquired		est. annual service costs			

form VIF

revised 111114

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 8/4/25

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department: Highway
division: General
town seal: ☒ yes ☐ no
vehicle identification no. (vin): 1GCEK14V36E18477
license plate: AB6005
vehicle id / no.: 29
vehicle make: Chevs.
vehicle model: Silverado 1500
vehicle year: 2006
owned or leased: owned
how vehicle was acquired:

purchase price: $15,343.40
annual lease cost:
purchase date: 12/20/05
vendor / vendor no.: Hoselton
purchase order number:
town board resolution no.:
est. replacement year:
current mileage: 42,560
est. miles per year:
serviced by:
est. annual service costs:

primary purpose:
vehicle assigned to:
authorized take home: ☐ yes ☒ no
is vehicle taken home: ☐ yes ☒ no
rationale for take home:
date updated:
comments:
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance): Auction
title in clerk's office: ☒ yes ☐ no

form VIF

revised 111114

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 8/4/25

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	General
town seal	☒ yes ☐ no
vehicle identification no. (vin)	1GCNKSEA1D2343690
license plate	AB5874
vehicle id / no.	62
vehicle make	Chevy
vehicle model	Silverado 1500
vehicle year	2013
owned or leased	owned
how vehicle was acquired	

purchase price	$24,914
annual lease cost	
purchase date	4/16/13
vendor / vendor no.	Joe Basil Chevrolet
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	136,206
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	General
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	Auction
title in clerk's office	☐ yes ☐ no

form VIF

revised 111114

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 7/29/25

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	General
town seal	☒ yes ☐ no
vehicle identification no. (vin)	1GCNKVGKD8DJ214776
license plate	AX8120
vehicle id / no.	7
vehicle make	CHEVY
vehicle model	Traverse
vehicle year	2013
owned or leased	Owned
how vehicle was acquired	

purchase price	$29,887.00
annual lease cost	
purchase date	4-18-13
vendor / vendor no.	Emerling
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	99,798
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☒ yes ☐ no
is vehicle taken home	☒ yes ☐ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	Auction
title in clerk's office	☒ yes ☐ no

form VIF

revised 111114

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 7/29/25

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Drainage
town seal	☒ yes ☐ no
vehicle identification no. (vin)	1FDUF4GY8CEA29722
license plate	AB5860
vehicle id / no.	36
vehicle make	Ford-small dump
vehicle model	F-450
vehicle year	2012
owned or leased	owned
how vehicle was acquired	

purchase price	$33,679.32
annual lease cost	
purchase date	11-15-11
vendor / vendor no.	Van Bortel Ford
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	114,300
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	Auction
title in clerk's office	☐ yes ☒ no

form VIF

revised 111114

Packet Pg. 467

13.M.1.a

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

Town of Amherst

Vehicle Inventory Form

filled out by Paul Anderson **Please print clearly.** department Highway date 7/28/25

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department: Highway
division: Forestry
town seal: ☒ yes ☐ no
vehicle identification no. (vin): 3FRXF75H39V122548
license plate: AB5916
vehicle id / no.: 102
vehicle make: Ford Aerial lift
vehicle model: F750XL
vehicle year: 2009
owned or leased: owned
how vehicle was acquired:

purchase price: $115,164.00
annual lease cost:
purchase date: 6/9/09
vendor / vendor no.: Gabrelle Trucks of Milford
purchase order number:
town board resolution no.:
est. replacement year:
current mileage:
est. miles per year:
serviced by:
est. annual service costs:

primary purpose: Tree Trimming/cutting
vehicle assigned to:
authorized take home: ☐ yes ☒ no
is vehicle taken home: ☐ yes ☒ no
rationale for take home:
date updated:
comments:
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance): Auction
title in clerk's office: ☐ yes ☒ no

form VIF

revised 111114

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 7/28/25

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department.
All departments are required to submit the information found on this form at vehicle acquisition and disposition.
Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway	purchase price		primary purpose	
division	Shop + Machinery	annual lease cost		vehicle assigned to	
town seal	☒ yes ☐ no	purchase date	4-2-99	authorized take home	☐ yes ☒ no
vehicle identification no. (vin)	1FV6JLCBXXHA84420	vendor / vendor no.	Fleet Maintenance	is vehicle taken home	☐ yes ☒ no
license plate	AB5931	purchase order number		rationale for take home	
vehicle id / no.	216	town board resolution no.		date updated	
vehicle make	Freightliner	est. replacement year		comments	
vehicle model	F80	current mileage			
vehicle year	1999	est. miles per year		disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	Auction
owned or leased	owned	serviced by			
how vehicle was acquired		est. annual service costs		title in clerk's office	☐ yes ☒ no

form VIF

revised 111114

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 7/28/25

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Drainage
town seal	☒ yes ☐ no
vehicle identification no. (vin)	2NPRLN0X29M782058
license plate	AB5889
vehicle id / no.	138
vehicle make	Peterbilt
vehicle model	340-VAC-ON
vehicle year	2009
owned or leased	owned
how vehicle was acquired	

purchase price	$261,478.00
annual lease cost	
purchase date	9/26/08
vendor / vendor no.	Fosters Equip.
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	Auction
title in clerk's office	☐ yes ☒ no

form VIF

revised 111114

Packet Pg. 470

13.M.1.a

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 8/5/25

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway
division	Drainage
town seal	☒ yes ☐ no
vehicle identification no. (vin)	412823-UCW-D75
license plate	
vehicle id / no.	395
vehicle make	Doosan/IR
vehicle model	185
vehicle year	2010
owned or leased	Owned
how vehicle was acquired	

purchase price	$16,311.55
annual lease cost	
purchase date	5/20/10
vendor / vendor no.	Pratt + Sons
purchase order number	
town board resolution no.	
est. replacement year	
current mileage	1HRS. 292
est. miles per year	
serviced by	
est. annual service costs	

primary purpose	
vehicle assigned to	
authorized take home	☐ yes ☒ no
is vehicle taken home	☐ yes ☒ no
rationale for take home	
date updated	
comments	
disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	Auction
title in clerk's office	☐ yes ☒ no

form VIF

revised 111114

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 8/5/25

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway	purchase price	$9,991.75	primary purpose	
division	Drainage	annual lease cost		vehicle assigned to	
town seal	☒ yes ☐ no	purchase date	12/31/01	authorized take home	☐ yes ☒ no
vehicle identification no. (vin)	100-43668/327423VRM29	vendor / vendor no.		is vehicle taken home	☐ yes ☒ no
license plate		purchase order number		rationale for take home	
vehicle id / no.	327	town board resolution no.		date updated	
vehicle make	Ingersoll Rand	est. replacement year		comments	
vehicle model	Compressor 185	current mileage	HRS. UNKNOWN		
vehicle year	2002	est. miles per year		disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	Auction
owned or leased	owned	serviced by			
how vehicle was acquired		est. annual service costs		title in clerk's office	☐ yes ☒ no

form VIF

revised 111114

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 8/4/25

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway	purchase price	$19,533.00	primary purpose	
division	General	annual lease cost		vehicle assigned to	
town seal	☒ yes ☐ no	purchase date	7/5/11	authorized take home	☐ yes ☒ no
vehicle identification no. (vin)	1GCNKPEX4BZ407669	vendor / vendor no.	Emerling	is vehicle taken home	☐ yes ☒ no
license plate	AB5880	purchase order number		rationale for take home	
vehicle id / no.	86	town board resolution no.		date updated	
vehicle make	Chevs.	est. replacement year		comments	
vehicle model	1500 4x4	current mileage	159,660		
vehicle year	2011	est. miles per year		disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	Auction
owned or leased		serviced by		title in clerk's office	☒ yes ☐ no
how vehicle was acquired		est. annual service costs			

form VIF

revised 111114

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

Town of Amherst

Vehicle Inventory Form

Please print clearly.

filled out by Paul Anderson department Highway date 8/14/25

Reset Form

The Amherst Town Clerk's Office maintains passenger and light truck vehicle information and titles for every town department. All departments are required to submit the information found on this form at vehicle acquisition and disposition. Questions about filling out this form should be directed to the Town Clerk's Office.

Please select one box from the choices below.

This form is in reference to: ☐ a new vehicle ☐ a vehicle change ☒ disposal of a vehicle

department	Highway	purchase price	21,760.00	primary purpose	
division	General	annual lease cost		vehicle assigned to	
town seal	☒ yes ☐ no	purchase date	8/30/06	authorized take home	☐ yes ☒ no
vehicle identification no. (vin)	1GCHC23U77F109423	vendor / vendor no.	Hoselton	is vehicle taken home	☐ yes ☒ no
license plate	AB5970	purchase order number		rationale for take home	
vehicle id / no.	90	town board resolution no.		date updated	
vehicle make	Chevrolet	est. replacement year		comments	
vehicle model	2500 4 door	current mileage	119,808		
vehicle year	2007	est. miles per year		disposition (e.g., sold, trade-in, lease expired, junked, parts, accident/insurance)	Auction
owned or leased	owned	serviced by		title in clerk's office	☒ yes ☐ no
how vehicle was acquired		est. annual service costs			

form VIF

revised 111114

Attachment: Highway & Parks Dept Auction List (RES-2025-757 : Surplus Equipment Auction)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30848 **RESOLUTION 2025-758** **ADOPTED**

Sidewalk Snow Plowing Repairs

We are respectfully requesting additional funding of $3,000.00 to T4024.4002 to pay for P.O. #25-19568 to Guthrie Heli-Arc for $7,602.55 for repairs to the sidewalk snow plowing equipment and any additional repairs required till the end of the year. Funding previously approved under Resolution 2025-124, Funding for Sidewalk Snow Plowing Program 2025, that was Town Board approved 02/03/25 did not sufficiently cover the needed repairs for the season. Thank you for your consideration.

9/2/2025
Consent

FINANCIAL IMPACT:

T4024.4002

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

TOWN OF AMHERST

PURCHASE ORDER

P.O. No. 25-19568

This number must appear on all packages and invoices

Date: 06/11/25

☐ 5583 Main St., Williamsville, NY 14221-5499

☒ Highway Department
1042 North Forest Road, Williamsville NY 14221

Federal ID#: 16-6002157

VENDOR'S NO.: 18556 16-1410454

DO NOT WRITE IN THIS BOX

FUND APPROPRIATION				FUND APPROPRIATIO			
Fund	Dept./ District	Object	Amount	Fund	Dept./ District	Object	
T 4024		4002	7,602.55				

Claimant's Name and Address

GUTHRIE HELI-ARC, INC.
6276 CLINTON STREET ROAD
BERGEN, NY 14416

Total: $7,602.55

☐ Check box if partial payment (P.O. will remain open)

☐ Separate Check Required

Quantity	Description of Materials or Services	Unit Price	Amount
1	BATTERY ISOLATOR SWITCH	125.27	125.27
1	FUEL TANK	3,291.82	3,291.82
1	HYDRAULIC TANK	3,922.82	3,922.82
1	FUEL SENDING UNIT	262.64	262.64

TBA, 2/3/25 - RES, 2025-124 - COPY ATTACHED

Due Date:

Vendor Invoice#: 22393 & 21985

Total **$7,602.55**

Date of Town Board Resolution (if needed):

INVOICES MUST BE RENDERED ON ATTACHED FORM (VOUCHER) FURNISHED BY THE TOWN OF AMHERST AND MUST BE PROPERLY SIGNED. THE TOWN WILL NOT BE RESPONSIBLE FOR MERCHANDISE DELIVERED WITHOUT A RECEIPT SIGNATURE.

Received by: _____

Date Received: _____

SALES TA EXEMPT

All purchase contracts involving an aggregate expenditures of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION

Steven Floss

Department Head or Director of Purchasing

Audited By:	Contracts:	Bids Received: Y / N
Date:	Signed Contract: Y / N Town Board Approval Date:	Town Board Approval: Y / N Date:

DEPARTMENT APPROVAL (SPACE BELOW FOR MUNICIPAL USE)

The above services or materials were rendered or furnished to the municipality on the dates stated and the changes are correct.

Date _____ Authorized Signature _____

COMPTROLLER'S DEPARTMENT

Date _____ Authorized Official _____

Attachment: Guthrie po25-19568-08272025174133 (RES-2025-758 : Sidewalk Snow Plowing Repairs)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 30849 **RESOLUTION 2025-759** **ADOPTED**

Contract Extension - Town Wide Tree Planting CRS #5778

WHEREAS, Landscape Associates of WNY (Original CRS #4295) agreed to hold pricing and extend the Town Wide Tree Planting contract through September 17, 2027;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Landscape Associates of WNY; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to the contract extension with Landscape Associates of WNY.

9/2/2025
Consent

FINANCIAL IMPACT:

Town wide

various

TBD

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

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

August 14, 2025

Landscape Associates of WNY
8401 Packard Road
Niagara Falls, NY 14304
ATTN: Ryan Miller, General Manager

Re: CRS 4295 – Bid # 2023037 Town Wide Tree Planting

Dear Ms. Miller:

The Town of Amherst wishes to extend this agreement for an additional two (2) year contract period, through September 17, 2027, under the same pricing structure, terms and conditions as the original agreement.

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 five (5) days upon receipt of this request.**

If you wish to extend, please return three(3), signed in blue ink, originals to:

ATTN: Vianne Uthman
Town of Amherst Highway Department
1042 North Forest Road
Williamsville, NY 14221

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

✓ **Yes, I agree to extend** _____ **No, I do not wish to extend**

Company Name: Landscape Associate of WNY

Representative (Please print)**: Ryan Miller** **Title: General Manager**

Signature: _____ **Date:** 8/14/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Landscape Associate of WNY - Extension (RES-2025-759 : Contract Extension - Town Wide Tree Planting CRS #5778)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30817 **RESOLUTION 2025-760** **ADOPTED**

Program Supervisor Youth - PT

Please appoint a Program Supervisor Youth - PT to Youth & Recreation Department. Effective September 3, 2025, Temporary, $19.50 ph for Kathleen Mobarak Miller.

9/2/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30841 **RESOLUTION 2025-761** **ADOPTED**

Maintenance Worker/Engineering-Sewer Maintenance

Please appoint a Maintenance Worker to the Engineering Department-Sewer Maintenance. Permanent, pending satisfactory completion of a probationary term as set form in the Civil Service Rule XIII. Effective September 3, 2025 at an hourly rate of $20.63, Grade II, Step 1 for Anthony Kabala Jr.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

9/2/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30825 **RESOLUTION 2025-762** **DEFEATED**

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.

9/2/2025
A motion to deny was made by Councilmember Marinucci, seconded by Deputy Supervisor Lavin and unanimously approved 3-0.

FINANCIAL IMPACT:

None.

RESULT:	**DEFEATED [UNANIMOUS]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Marinucci
ABSENT:	Berger, Szukala

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 agenda memo (RES-2025-762 : 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.

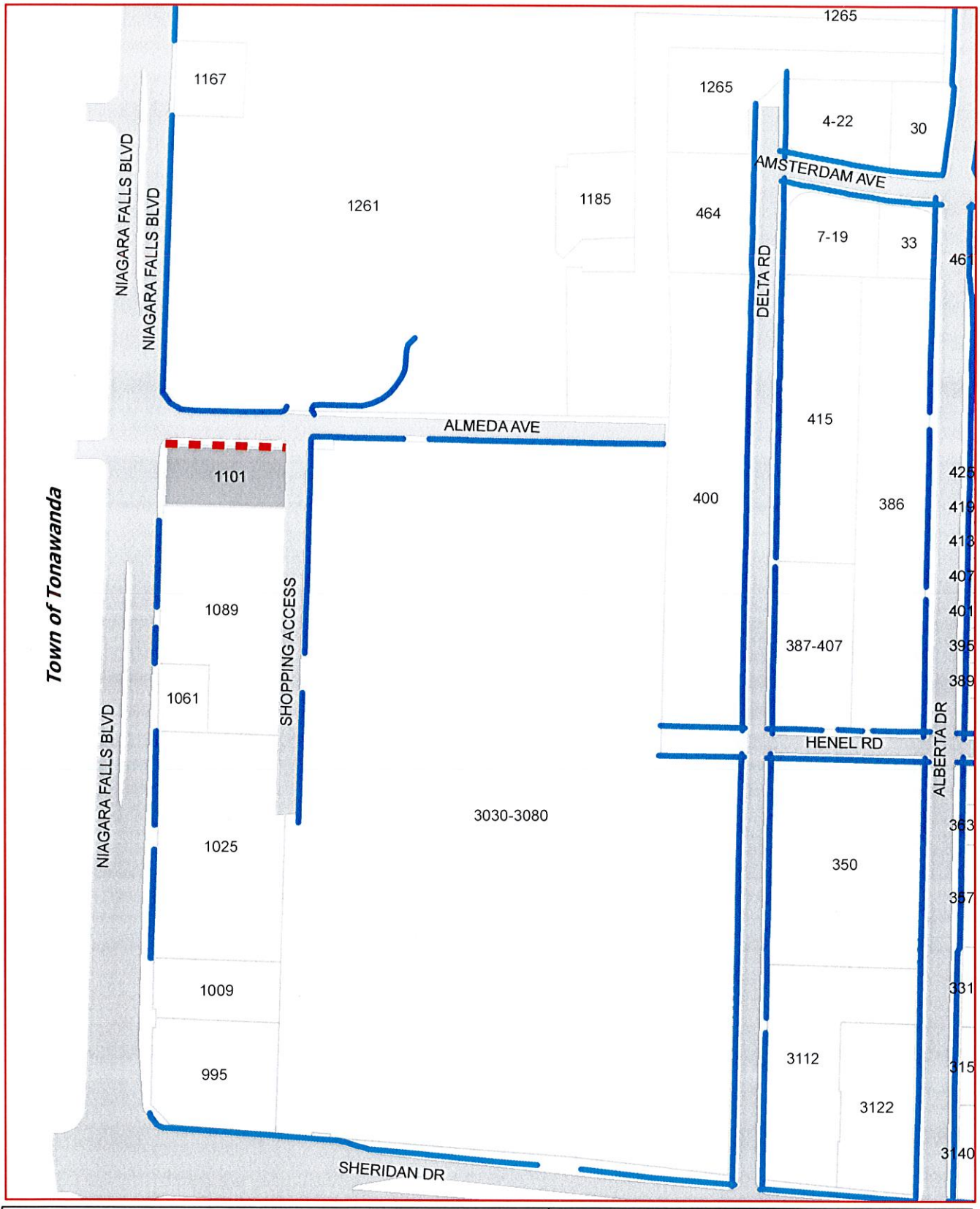
The area is commercial in character, comprised of commercial retail and dining establishments consistent with the Town of Amherst Comprehensive Plan, which calls for commercial mixed-use throughout that area.

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

Attachment: SWW-2025-02 Planning Department review 070825 (RES-2025-762 : Sidewalk Waiver Request - SWW-2025-02; 1101 Niagara Falls



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

Prepared by the Town of Amherst Planning Department

Attachment: SWW-2025-02 Planning Department review 070825 (RES-2025-762 : Sidewalk Waiver Request - SWW-2025-02; 1101 Niagara Falls

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

RECEIVED
AUG 20 2025
TOWN OF AMHERST
PLANNING DEPT.

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_Engineering review (RES-2025-762 : 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: 09/02/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30824 **RESOLUTION 2025-763** **ADOPTED**

2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS #5742) New York State Division of Criminal Justice Services (NYSDCJS)

TOWN BOARD AGENDA ITEM: SEPTEMBER 2, 2025

TO: **Town Board**

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

RE: **2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS #5742) New York State Division of Criminal Justice Services (NYSDCJS)**

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: September 2, 2025**)

9/2/2025
Consent

FINANCIAL IMPACT:

A 3126 .03089: Grant Funding: ($100,000.00)

No Matching Funds Required

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

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: C485234 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Amherst, Town of 5583 Main Street Williamsville, NY 14221-5499	TYPE OF PROGRAMS: GIVE Initiative DCJS NUMBERS: GV25485234 CFDA NUMBERS:
INITIAL CONTRACT PERIOD: FROM 07/01/2025 TO 06/30/2026 FUNDING AMOUNT FROM INITIAL PERIOD: $100,000.00	AMENDED CONTRACT PERIOD: FROM TO FUNDING AMOUNT FROM AMENDED PERIOD:
TRANSACTION TYPE: New	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
FEDERAL TAX IDENTIFICATION NO: 166002157 MUNICIPALITY NO: (if applicable) 140301900000 STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply): _X_ NYSCFG New York State Contract for Grants _X_ APPENDIX A Standard Clauses for New York State Contracts _X_ ATTACHMENT A-1 Agency Specific Terms and Conditions _X_ ATTACHMENT A-2 Program Specific Terms and Conditions __ ATTACHMENT A-3 Federally Funded Grants and Requirements Mandated by Federal Laws _X_ ATTACHMENT B Budget _X_ ATTACHMENT C Payment and Reporting Schedule _X_ ATTACHMENT D Work Plan __ 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: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV25-1030-D00	Amherst, Town of	08/19/2025

STATE OF NEW YORK

CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A - Standard Clauses for New York State Contracts

2. Contract for Grants Standard Terms and Conditions

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

3. Modifications to the Face Page

4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government) *[1]*; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

5. The Face Page

6. Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page.

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

[1]. For modifications required by the Federal government see Section I(M).

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Contract Funding Amount' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment D (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a 'Simplified Renewal Contract.' Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

TERMINATION AND SUSPENSION

A. Termination

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a 'Force majeure' event. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment C (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, 'Property' is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of 'Property' the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase 'useful life' is defined in Internal Revenue Code §1.169-2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records,

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

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

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

subcontractor's staff with regard to Confidential Information and shall ensure that they meet obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, 'Publicity' includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior 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.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the 'Accessibility Policy'). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is 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.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

January 2025
Certified by - on

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV25-1030-D00	Amherst, Town of	08/19/2025

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR YOUR REFERENCE.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, 'the contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1.EXECUTORY CLAUSE In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2.NON-ASSIGNMENT CLAUSE In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3.COMPTROLLER'S APPROVAL In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts led by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

contract exceeds $200,000.

4.WORKERS' COMPENSATION BENEFITS In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5.NON-DISCRIMINATION REQUIREMENTS To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6.WAGE AND HOURS PROVISIONS If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and is subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State and any State approved sums due and owning for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATIONS In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8.INTERNATIONAL BOYCOTT PROHIBITION In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations under the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9.SET-OFF RIGHTS The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's opinion to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

State Comptroller.

10.RECORDS The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the 'Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Status is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11.IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number of numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number of numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods and services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable to State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12.EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and be signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmation action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of '(a), (b) and (c)' above, in every subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13.CONFLICTING TERMS In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14.GOVERNING LAW This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15.LATE PAYMENT Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16.NO ARBITRATION Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17.SERVICE OF PROCESS In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18.PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

19.MACBRIDE FAIR EMPLOYMENT PRINCIPLES In accordance with the MacBride Fair Employment Principles (Chapter 807) of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20.OMNIBUS PROCUREMENT ACT OF 1992. If is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
Telephone: 646-846-7364
email:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

this contract and agrees to cooperate with the State in these efforts.

21.RECIPROCITY AND SANCTIONS PROVISIONS Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22.COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23.COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24.PROCUREMENT LOBBYING To the extent this agreement is a 'procurement contract' as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25.CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26.IRAN DIVESTMENT ACT By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond.If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

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: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV25-1030-D00	Amherst, Town of	08/19/2025

ATTACHMENT A-1, AGENCY SPECIFIC TERMS AND CONDITIONS

I. Designees

A. The designated Program Office, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter, Contract), Section I(G) shall be

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

B. For the purpose of refunds as referenced in the Attachment C, Payment and Reporting, Section(C)(1)(2), refunds shall be submitted to:

NYS Division of Criminal Justice Services (DCJS)

Office of Budget and Finance, Grants Unit

80 S. Swan St.

Albany, NY 12210

C. The Contractor's Designee, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter Contract), Section I(G), shall be the same as indicated on the Face Page of the Contract.

II. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

III. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(D) of the Contract and also as follows:

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

A. For contracts with a total value of $200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

B. For contracts with a total value greater than $200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in the paragraphs above, including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs A. or B. (above), such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

C. Grant Amendment Requests (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45 day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

IV. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this. Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

V. Space Rental

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

VI. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $650 for an eight-hour day or $81.25 per hour (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day or $81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section VII of this Attachment.

C. A Contractor who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins, and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

D. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

VII. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

B. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

1. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

C. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

D. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

E. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

VIII. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements and Procedures (state-funded grants only)

A. General Provisions

1. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5NYCRR Parts 142-144 (MWBE Regulations) for all state Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

2. The Contractor to the subject Contract (the Contractor and the Contract, respectively) agrees, in addition to any other

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VIII(G) of this Attachment or enforcement proceedings as allowed by the Contract.

B. Contract Goals

1. For purposes of this Contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the Contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the Contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

3. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

C. Equal Employment Opportunity (EEO)

1. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable laws or regulations, such laws and regulations shall supersede these requirements.

2. Contractor shall comply with the following provisions of Article 15-A:

a. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

b. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

iii. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

iv. The Contractor will include the provisions of (i.) through (iii.) above and Paragraph 5 of the Appendix A, Standard Clauses for New York State Contracts which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

3. Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required for contracts with a total expenditure in excess of $250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

4. Workforce Employment Utilization Report

a. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

b. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

c. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

5. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

D. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

2. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.

3. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

E. Waivers

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals

F. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

G. Liquidated Damages - MWBE Participation

1. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

2. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within thirty (30) days after they are assessed by the DCJS unless prior to the expiration of such thirtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

H. M/WBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

1. **M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

a. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

b. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

c. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

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

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

Applicable equipment purchased with funds provided by this Contract as listed in Attachment B or B-1, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

X. Accounting and Audits

A. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

B. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

C. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

D. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

E. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

F. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

XI. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. DCJS reserves the right to use approved grant related

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

XII. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Attachment D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

XIII. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

XIV. Refunds

If at the end of this Contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Budget and Finance at the address in Section I.(B) of this Attachment with its final fiscal cost report by the last day of the month following the end of the contract period.

XV. Limit on Overtime Earnings

If Attachment B, Expenditure Based Budget, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

XVI. Subawards/Subcontractors

None of the goals, objectives or tasks set forth in Attachment D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any subcontractor.

The Contractor agrees that all subcontractor arrangements shall be formalized in writing between the parties involved; and shall include at a minimum:

* Activities to be performed;

* Time schedule;

* Project policies;

* Other policies and procedures to be followed;

* Dollar limitation of the agreement;

* New York State Contract for Grants, Appendix A-Standard Clauses for New York State Contracts, Attachment A-1, Attachment A-2, Attachment A-3 (if applicable), Attachment C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension (if applicable) and any special conditions set forth in Appendix D of the Contract; and

* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subgranted funds unless all expenditures by a subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Attachment B or B-1.

XVII. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said material, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

XVIII. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

XIX. Changes at the Discretion of DCJS

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

XX. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to fund that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

XXI. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

XXII. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: https://its.ny.gov/policies

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

A. New York State Criminal Justice Electronic Biometric Transmission Standard

B. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases.

C. New York State Standard Practices for Fingerprinting Juveniles.

The latest versions of these documents referenced above can be accessed on the DCJS website at:

http://criminaljustice.ny.gov/advtech/ebts.pdf

http://www.criminaljustice.ny.gov/stdpractices/main_menu.htm

http://www.criminaljustice.ny.gov/stdpractices/jj-stdpractices/jj-full-manual.pdf

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

XXIII. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

XXIV. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at https://www.criminaljustice.ny.gov/ojis/DCJSContact.htm

XXV. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/USR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:
https://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at: https://www.criminaljustice.ny.gov/ojis/dir_training.htm. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of the IBR file.

XXVI. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

XXVII. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at https://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html and is required from grantees as part of the submission in the applicable state grants management system.

February 2024

Certified by - on

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV25-1030-D00	Amherst, Town of	08/19/2025

Attachment A-2, PROGRAM SPECIFIC TERMS AND CONDITIONS:

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

County Re-entry Task Force (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Guidance Document.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

Participating police departments will develop writing protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year-to-year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation.

New York State Defenders Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

client.

In serving as the Public Defense Backup Center and a clearing house for information relating to the provision of public defense services, NYSDA will review, assess, and analyze the public defense system and advance the rights and interests of public defense clients and public defense attorneys.

February 2024
Certified by - on

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV25-1030-D00	Amherst, Town of	08/19/2025

ATTACHMENT B - Budget Summary by Participant

Amherst, Town of
Amherst Town Police Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Hot Spot Patrols OT	1	$32,000.00	$32,000.00	$32,000.00	$0.00
Justification: OT for HS patrols						
Total				$32,000.00	$32,000.00	$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	LPR / Surveillance cameras	1	$65,000.00	$65,000.00	$65,000.00	$0.00
Justification: LPR Safety Camera's						
Total				$65,000.00	$65,000.00	$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel	1	$2,000.00	$2,000.00	$2,000.00	$0.00
Justification: all travel costs						
Total				$2,000.00	$2,000.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Training	1	$1,000.00	$1,000.00	$1,000.00	$0.00
Justification: all training costs						
Total				$1,000.00	$1,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$100,000.00	$100,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$100,000.00	$100,000.00	$0.00

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV25-1030-D00	Amherst, Town of	08/19/2025

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.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal Funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ('CFR'). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Claim	Claim Type	Report Period	Due Date
1	Quarterly Reimbursement	Quarter 1	30 days after the end of the quarter

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

2	Quarterly Reimbursement	Quarter 2	30 days after the end of the quarter
3	Quarterly Reimbursement	Quarter 3	30 days after the end of the quarter
4	Quarterly Reimbursement	Quarter 4	30 days after the end of the quarter

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

* For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and and practices shall be subject to approval of the State.

* For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payments shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the forth quarter of the current contract year to pay the scheduled payment of the next contract year.

9. If the Expenditure Based Budget is used in Attachment B and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

____ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency.

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment D (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Report Requirements below.

Schedule B: Progress Reporting Requirements

Period 1

Progress Report	Report Type	Report Period	Due Date
1	Quarterly Progress Report	Quarter 1	30 days after the end of the quarter
2	Quarterly Progress Report	Quarter 2	30 days after the end of the quarter
3	Quarterly Progress Report	Quarter 3	30 days after the end of the quarter
4	Quarterly Progress Report	Quarter 4	30 days after the end of the quarter

E. Special Payment and Reporting Provisions

For All Grantees:

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

1. Contractors must submit all required fiscal reports, support documentation and program progress reports as required under Section D. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

2. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

3. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in this Attachment. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

4. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

DCJSGrantsUnitVoucherSubmittal@DCJS.NY.Gov

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Budget and Finance as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Budget and Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

April 2025

Certified by - on

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

Award Contract **GIVE Initiative**

Project No.	Grantee Name	
GV25-1030-D00	Amherst, Town of	08/19/2025

ATTACHMENT D - Work Plan

Goal

The goal of the Gun Involved Violence Elimination (GIVE) Initiative is the elimination of shootings and homicides, or violent crime where applicable, through the integrated use of evidence-based strategies that are incorporated into the four core elements of GIVE: People, Places, Alignment, and Engagement.

Objective #1

The Amherst PD will implement the agency¿s selected GIVE strategies, compile information on each partner¿s strategy implementation efforts and complete the GIVE Strategy Monitoring tool for each strategy selected by the jurisdiction. The final combined tool will be completed in Alchemer and will be automatically emailed to LESAU@dcjs.ny.gov. The submitter will receive a PDF copy to their email.

Task #1 for Objective #1

Complete the complete the GIVE Strategy Monitoring tool for each strategy selected by the jurisdiction (if applicable).

#	Performance Measure
1	The GIVE Strategy Monitoring tool for each strategy selected by the jurisdiction will be completed in Alchemer and will be automatically emailed to LESAU@dcjs.ny.gov (if applicable). The submitter will receive a PDF copy to their email.

Task #2 for Objective #1

Complete the Implementation Assessment Tool (IAT) in Alchemer. It will be automatically emailed to LESAU@dcjs.ny.gov (if applicable). The submitter will also receive a PDF copy.

#	Performance Measure
1	The Implementation Assessment monitoring tool will be completed in Alchemer and will be automatically emailed to LESAU@dcjs.ny.gov (if applicable). The submitter will receive a PDF copy to their email.

Objective #2

The Amherst PD will complete the GIVE Tracker for all overtime details that use GIVE funding. The tracker shall be completed and uploaded via the link in the GIVE Strategy Monitoring Tool and will automatically be emailed to LESAU@dcjs.ny.gov (if applicable).

Task #1 for Objective #2

Complete a copy of the GIVE Tracker.

#	Performance Measure
1	GIVE Tracker completed and uploaded via the link in the GIVE Strategy Monitoring Tool and will automatically be emailed to LESAU@dcjs.ny.gov (if applicable).

Objective #3

To implement the provisions of NYS Exec. Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprise Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, defined as subcontractors or suppliers.

Task #1 for Objective #3

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

#	Performance Measure

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

1 What percent of your established Minority and Women Business Enterprise goal have you met to date?

Attachment: Award Contract GIVE 2025 (RES-2025-763 : 2025-2026 Gun Involved Violence Elimination (GIVE) Grant Agreement (CRS#5742))

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30826 **RESOLUTION 2025-764** **ADOPTED**

Request for Additional Funds 2025 Asset Forfeiture Trust Account

TOWN BOARD AGENDA: SEPTEMBER 2, 2025

TO: **Town Board**

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

RE: **Request for Additional Funds**
2025 Asset Forfeiture Trust Account

Kindly adopt a resolution authorizing the approval to spend up to an additional $30,000.00 from T2917 Asset Forfeiture Trust Account. This account is federally regulated by instituted guidelines regarding the expenditure of funds.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk (**Agenda Item: September 2, 2025**)

9/2/2025
Consent

FINANCIAL IMPACT:

T2917: $30,000.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30827 **RESOLUTION 2025-765** **ADOPTED**

Edward Byrne Memorial Justice Assistance Grant Agreement (CRS #5774) JAG: Purchase of MDT Computers New York State Division of Criminal Justice Services (NYSDCJS)

TOWN BOARD AGENDA ITEM: SEPTEMBER 2, 2025

TO: **Town Board**

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

RE: **Edward Byrne Memorial Justice Assistance Grant Agreement (CRS #5774) JAG: Purchase of MDT Computers 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: September 2, 2025**)

9/2/2025
Consent

FINANCIAL IMPACT:

A 3136 .03089: Grant Funding: ($10,000.00)

No Matching Funds Required

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

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: 7/3/2025
Program Name: Byrne JAG – Senate Programming		Award Amount: $10,000[1]
Signatory Name and Title: Gregg Huller		Term Dates: TBD
Email: ghuller@apdny.org		Contract Number: T633253
Program Description: To purchase MDT laptop computer units for use in police cars.		

The following additional information is provided as required when grants are supported with federal funding:

Federal Award Identification Information

Award Name: New York State FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application
Federal Award Number: 15PBJA-23-GG-03013-JAGX
Name of the Federal Award Agency: Bureau of Justice Assistance (BJA)
Federal Award Lapse Date: 9/30/2026
Total Amount of Federal Award: $10,015,972
Federal Fiscal Year of Funds: FFY 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
Katie Wagner, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.487.2683 Email: kathryn.wagner@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] 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: Town of Amherst PD (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

STATE OF NEW YORK LETTER OF AGREEMENT – BYRNE JAG Funding

This State of New York Letter of Agreement ("Letter of Agreement") by and between the State of New York ("State") acting by and through the applicable State Agency ("State Agency") and the public or private entity ("Recipient" and, together with the State, the "Parties") hereby supplements the purchase order ("Purchase Order" and, together with this Letter Agreement, the "Purchase Order Agreements") attached hereto and entered into by and between the Parties listed hereto.

STANDARD TERMS AND CONDITIONS

A. Executory Clause: The State shall have no liability under either Purchase Order Agreement to the Recipient, or to anyone else, beyond funds appropriated and available for the Purchase Order Agreements.

B. Performance: The Recipient shall perform all services or work, as applicable, and comply with all provisions of the Purchase Order Agreements to the satisfaction of the State. The Recipient shall provide services or work, as applicable, and meet the agreed upon program objectives in accordance with the provisions of this Letter of Agreement, the Purchase Order, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

C. Funding: Funding for the term of the Purchase Order Agreements shall not exceed the amount specified on the Purchase Order.

D. Term: The term of the Purchase Order Agreements shall be specified on the Purchase Order, unless terminated sooner as provided herein, and may be extended subject to agreement by the Parties and compliance with applicable State law.

E. Subrecipients: If the Recipient enters into subagreements for the performance of work pursuant to the Purchase Order Agreements, the Recipient shall take full responsibility for the acts and omissions of its subrecipients. Nothing in the subagreement shall impair the rights of the State under Purchase Order Agreements. No contractual relationship shall be deemed to exist between the subrecipient and the State.

F. Indemnification: The Recipient shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Recipient or its subrecipients pursuant to the Purchase Order Agreements. The Recipient 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 Purchase Order Agreements.

G. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Recipient under the Purchase Order Agreements up to any amounts due and owing to the State with regard to the Purchase Order Agreements, any other agreement with any State department or agency, including any agreement for a term commencing prior to the term of the Purchase Order Agreements, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or the New York State Office of the State Comptroller.

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

H. 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 Purchase Order Agreements. 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 any of 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 any of the State of New York, the State Agency, or any county, or other local government entity.

I. No Arbitration: Disputes involving the Purchase Order Agreements, 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.

J. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Purchase Order Agreements may not be assigned by the Recipient 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 shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of the Purchase Order Agreements, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and where the assignment is due to a reorganization, merger, or consolidation of the Recipient's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged Recipient demonstrate its responsibility to do business with the State. The Recipient may, however, assign its right to receive payments without the State's prior written consent unless the Purchase Order Agreements concern Certificates of Participation pursuant to Article 5-A of the State Finance Law.

K. Non-Collusive Bidding Certification: In accordance with Section 139-d of the State Finance Law, if the Purchase Order Agreements were awarded based upon the submission of bids, the Recipient affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Recipient further affirms that, at the time the Recipient submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certificate on the Recipient's behalf.

L. Grounds for Termination:

1. Mutual Consent: The Purchase Order Agreements may be terminated at any time upon mutual written consent of the State and the Recipient.

2. Cause: The State may terminate the Purchase Order Agreements immediately, upon written notice of termination to the Recipient, if the Recipient fails to comply with any of the terms and conditions of either Purchase Order Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to either Purchase Order Agreement.

Non-Responsibility: The State may make a final determination that the Recipient is non-responsible. In such event, the State may terminate the Purchase Order Agreements at the Recipient's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

Convenience: The State may terminate the Purchase Order Agreements in its sole discretion upon thirty (30) calendar days' prior written notice.

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriate to the applicable State Agency entering into the Purchase Order Agreements or fails to pay the full amount of the allocation for the operation of one or more programs funded under the Purchase Order Agreements, the State Agency, may at its discretion, terminate or reduce the Purchase Order Agreements, provided that no such reduction or termination shall apply to allowable costs already incurred by the Recipient where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Purchase Order Agreements, all remaining funds paid to the Recipient that are not subject to allowable costs already incurred by the Recipient 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 purpose of the Purchase Order Agreements. The Recipient acknowledges that any funds due to the State Agency or the State because of disallowed expenditures after audit shall be the Recipient's responsibility.

Force Majeure: The State may terminate or suspend its performance under the Purchase Order Agreements immediately upon the occurrence of a "force majeure." For purposes of the Purchase Order Agreements, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

M. Notice of Termination:

Service of notice: Written notice of termination shall be sent by (i)personal messenger service; or (ii) certified mail, return receipt requested and first class mail.

Effective date of termination: The effective date of termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Recipient, and shall be established as follows: (a) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Recipient or by affidavit of the individual making such hand delivery attesting to the date of delivery; or (b) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or (c) if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

N. Effect of Notice of termination on State's Payment Obligations:

Upon receipt of notice of termination, the Recipient agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval of the State.

The State shall be responsible for payment on claims for payment on claims for services or work provided and costs incurred pursuant to the terms of the Purchase Order Agreements. In no event shall the State be liable for expenses and obligations arising from the requirements the Purchase Order Agreements after its termination date.

O. Notices of Matters Not Related to Termination: All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- by verified or registered United State mail, return receipt requested;
- by facsimile transmission;
- by personal delivery;
- by expedited delivery service; or

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

- by electronic mail.

P. Notification of Significant Occurrences:

If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Recipient agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

The Recipient shall immediately notify in writing the program manager assigned to the Purchase Order Agreements of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Recipient, any subrecipient or program participant funded through the Purchase Order Agreements, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Recipient; or other matters of a similarly serious nature.

Q. Suspension: The State may, in its discretion, order the Recipient to suspend performance for a reasonable period of time. In the event of such suspension, the Recipient shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Recipient shall comply with the particulars of the notice. The State shall have no obligation to reimburse Recipient'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 Purchase Order Agreements.

R. Confidentiality: The Recipient agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Purchase Order Agreements, or any other information, data or records marked as, or reasonably deemed, confidential by the State ("Confidential Information") only for the limited purposes of the Purchase Order Agreements and in conformity with applicable provisions of State and Federal law. The Recipient understands and agrees that it (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

S. Publicity:

"Publicity" shall mean, but not be 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. Publicity regarding this project may not be released without prior written approval from the State.

Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Purchase Order Agreements may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Recipient and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

Notwithstanding the above, (i) if the Recipient is an educational institution, the Recipient 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 Purchase Order Agreements and the Recipient agrees to use best efforts to provide copies of any manuscripts arising from Recipient's performance under the Purchase Order Agreements, or if requested by the State, the Recipient shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Recipient is not an educational institution, the Recipient may submit for publication, scholarly or academic publications that derive from activity under the Purchase Order Agreements (but are not deliverable under the Purchase Order Agreements), provided that the Recipient first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section S(2) hereof.

T. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Recipient hereby stipulates that the Recipient 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.

U. Iran Divestment Act:

By entering into the Purchase Order Agreements, the Recipient 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").

The Recipient further certifies that it shall not utilize on the Purchase Order Agreements any subrecipient that is identified on the Prohibited Entities List. The Recipient agrees that should it seek to renew or extend the Purchase Order Agreements, it must provide the same certification at the time the Purchase Order Agreements are renewed or extended. The Recipient also agrees that any proposed assignee of the Purchase Order Agreements shall be required to certify that it is not on the Prohibited Entities List before the Purchase Order Agreements assignment shall be approved by the State.

During the term of the Agreement, should the State receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the State 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 New York State Iran Divestment Act of 2012 within 90 calendar days after the determination of such violation, then the State shall take such action as may be appropriate and provided from the law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default.

The State 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 the

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

Purchase Order Agreements, 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.

V. Severability: Any provision of the Purchase Order Agreements 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 Purchase Order Agreements shall attempt in good faith to reform the Purchase Order Agreements 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.

W. Governing Law: The Purchase Order Agreements shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

APPENDIX A-2, FEDERALLY FUNDED GRANTS SPECIAL CONDITIONS

Federal Award Special Conditions Applicable to All Contractors - Section 1

1. Requirements of the award, remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance also is a material requirement of the award. Compliance with any assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the Contractor, the authorized Contractor official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized Contractor official.

Failure to comply with any one or more of these award requirements - whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs (OJP) or Office on Violence Against Women (OVW), as applicable, taking appropriate action with respect to the Contractor and the award. Among other things, the OJP/OVW may withhold award funds, disallowing costs, or suspend or terminate the award. The U.S. Department of Justice ('DOJ'), including OJP/OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in the United States Code of Federal Regulations (CFR) found at C.F.R. Part 200, as adopted and supplemented by Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the 'Part 200 Uniform Requirements') apply to this FY 20xx award from the Office of Justice Programs (OJP) or Office on Violence Against Women (OVW), as applicable.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 20xx award supplements funds previously awarded by OJP/OVW under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 20xx award.

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ('subgrants'), see the OJP website at:

https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the Contractor must retain - typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies - and to which the Contractor must provide access, include performance measurement information in addition to the financial records, supporting documents, indicated at 2 C.F.R. 200.333. The Contractor agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final expenditure report or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

In the event that a grant related question arises from documents or other materials prepared or distributed by DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Contractor is to contact DCJS promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

Reference to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the 'DOJ Grants Financial Guide' available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The Contractor agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United State Code

On September 2, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled 'Crime Control and Law Enforcement'. The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to 'de minimis' indirect cost rate

A Contractor that is eligible under the Part 200 Uniform Requirements and other applicable laws to use the 'de minimis' indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the 'de minimis' indirect cost rate, must advise DCJS in writing to both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The 'de minimis' rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirements related to System for Award Management and Universal Identifier

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

The Contractor must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the Contractor's obligations related to SAM and to unique entity identifiers are posted on the OJP website at https://ojp.gov/funding/Explore.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and the OVW website at https://www.justice.gov/ovw/award-conditions (Award condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. Employment eligibility verification for hiring under the award

The Contractor must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the Contractor's obligations related to SAM and to unique entity identifiers are posted on the OJP website at https://ojp.gov/funding/Explore.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and the OVW website at https://www.justice.gov/ovw/award-conditions (Award condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJS, before award acceptance.

8. Requirements to report actual or imminent breach of personally identifiable information (PII)

The Contractor must have written procedures in place to respond in the event of an actual or imminent 'breach' (OMB M-17-12) if it (or a Subcontractor) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of 'personally identifiable information (PII)' (2 C.F.R. 200.79) within the scope of an OJP/OVW grant funded program or activity, or (2) uses or operates a 'Federal information system' (OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP/OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. All subawards ('subgrants') must have specific federal authorizations

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

The Contractor must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that - for purposes of federal grants administrative requirements - OJP considers a 'subaward' (and therefore does not consider a procurement 'contract').

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ('subgrants') must have specific federal authorization), and are incorporated by reference here.

10. Specific post award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The Contractor must comply with all applicable requirements to obtain specific advance approvals to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently $250,000). This condition applies to agreements that - for purposes of federal grants administrative requirements - OJP considers a procurement 'contract' (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)),and are incorporated by reference here.

11. Unreasonable restrictions on competition under the award, association with federal government

No Contractor may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an 'associate of the federal government' (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

The details of the Contractor's obligations related ot SAM and to unique entity identifiers are posted on the OJP website at: https://ojp.gov/funding/Explore.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and the OVW website at https://www.justice.gov/ovw/award-conditions (Award condition: Requirements related to Ssytem for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including requirements and OJP/OVW authority to terminate award)

The Contractor must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Contractor, or individuals defined (for purposes of this condition) as 'employees' of the Contractor.

The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm and on the OVW website https://www.justice.gov/ovw/award-conditions (Award condition: Prohibited conduct by Contractors related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

13. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated - in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The Contractor must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at: https://ojp.gov/funding/Explore/Interact-Minors.htm and on the OVW website at https://www.justice.gov/ovw/award-condition (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Contractor must comply with all applicable laws, regulations, policies and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of 'Postaward Requirements' in the '2015 DOJ Grants Financial Guide').

15. Training Guiding Principles

Any training or training materials that the Contractor develops or delivers with these funds must adhere to the Training Guiding Principles for Grantees and Subgrantees, available at:

OJP - https://ojp.gov/funding/ojptrainingguidingprinciples.htm

OVW - https://www.justice.gov/ovw/grantees#Resources

16. Effect of failure to address audit issues

The Contractor understands and agrees that DCJS may withhold award funds, or may impose other related requirements, if (as determined by the DCJS or the DOJ awarding agency) the Contractor does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 54 which relates to nondiscrimination on the basis of sex in certain 'education programs'.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Contractor must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Contractor organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Contractors that are faith-based or religious organizations.

The text of the regulation, now entitled 'Partnerships with Faith-Based and Other Neighborhood Organizations', is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR 'current' data.

20. Restrictions on 'lobbying'

In general, as a matter of federal law, federal funds awarded by OJP/OVW may not be used by the Contractor, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

(There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law. For example, the Contractor may use OVW federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program).

Another federal law generally prohibits federal funds awarded by OJP/OVW from being used by the Contractor to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by the Contractor would or might fall within the scope of these prohibitions, the Contractor is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS.

21. Compliance with general appropriations-law restrictions on the use of federal funds (FY 20xx)

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

The Contractor must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various 'general provisions' in the Consolidated Appropriations Act, 20xx, are set out at: https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm and on the OVW website https://www.justice.gov/ovw/award-conditions (Award conditions: General appropriations-law restrictions on use of federal award funds) and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Contractor would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact DCJS for guidance, and may not proceed without the express prior written approval of DCJS.

22. Reporting potential fraud, waste, and abuse, and similar misconduct

The Contractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award - (1) submitted a claim that violates the False Claims Act, or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530, (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at 800-869-4499 (phone) or 202-616-9881 (fax).

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.

23. Restrictions and certifications regarding non-disclosure agreements and related matters

No Contractor under this grant or entity that receives a procurement contract or subcontract with any funds under this grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this grant, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this grant, the Contractor-

a. represents that it neither requires nor has required internal confidentiality agreement or statements for employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above, and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict),

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Contractor does or is authorized under this grant to make subgrants, procurement contracts, or both-

a. it represents that-

1) it has determined that no other entity that the Contractor's application proposes may or will receive grant funds (whether through a subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above, and

2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and

b. it certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written notification to DCJS and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

24. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal, notice to employees)

The Contractor must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Contractor is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

25. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, 'Federal Leadership on Reducing Text Messaging While Driving', 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Contractors to adopt and enforce policies banning employees from texting while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

26. Consultant compensation rates

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

The Contractor acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, Contractors must submit to DCJS a detailed justification and have such justification approved by DCJS, prior to obligation or expenditure of such funds.

Issuance of this award or approval of the award budget does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Contractors are required to maintain documentation to support all daily or hourly consultant rates.

27. Requirement for data on performance and effectiveness under the grant

The Contractor must collect and maintain data that measure the performance and effectiveness of work under this grant. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

28. Compliance with National Environmental Policy Act and related statutes

Upon request, the Contractor must assist DOJ Bureau of Justice Assistance (BJA) in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the Contractor or by a subgrantee. Accordingly, the Contractor agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the Contractor agrees to contact BJA.

The Contractor understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Contractor, a subgrantee, or any third party, and the activity needs to be undertaken in order to use these grant funds, this condition must first be met. The activities covered by this condition are:

1. New construction;

2. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register for Historic Places;

3. A renovation, lease, or any proposed use of a building or facility that will either

a. result in a change in its basic prior use or

b. significantly change its size;

4. Implementation of a new program involving the use of chemicals other than chemicals that are

a. purchased as an incidental component of a funded activity and

b. traditionally used, for example, in office, household, recreational, or education environments, and

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Contractor understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The Contractor further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Contractor's Existing Programs or Activities: For any of the Contractor's existing programs or activities that will be funded by these grant funds, the contractor, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

29. FFATA reporting: Subawards and executive compensation

DCJS must comply with applicable requirements to report Contractor awards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the Contractor. The details DCJS obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at: https://ojp.gov/funding/Explore/FFATA.htm and on the OVW website at https://www.justice.gov/ovw/award-conditions (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

Program-Specific Federal Award Conditions - Section 2

30. The following terms and conditions apply only to the Contractors receiving federal funds under the identified program:

Edward Byrne Memorial Justice Assistance Grant (Byrne JAG)

Justice Information Sharing - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Contractor must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. The Contractor shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The Contractor shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide justification for why an alternative approach is recommended.

Avoidance of duplication of networks - To avoid duplication existing networks or information technology (IT) systems in any initiatives funded by this grant for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Contractor can demonstrate to the satisfaction of DCJS that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Compliance with 28 C.F.R. Part 23 - With respect to any information technology system funded or supported by funds under this award, the Contractor must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the Contractor may be fined as per 42 U.S.C. 3789g(c)-(d). The Contractor may not satisfy such a fine with federal funds.

Protection of human research subjects - Within 120 days of award acceptance, each current member of a law enforcement task force funded with grant funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this grant, or once every four years if multiple OJP grants include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If grant funds are used to support a task force, the Contractor must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's website and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Required attendance at BJA-sponsored events - The Contractor must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

Prohibition on use of award funds for match under BVP program - JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Certification of body armor 'mandatory wear' policies - The Contractor agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this grant have a written 'mandatory wear' policy in effect. This policy must be in place for at least all uniformed officers before any funds may be used by any agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Body armor - compliance with NIJ standards - Ballistic-resistance and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/). In addition, ballistic-resistant and stab-resistant body armor purchased must be American made. The latest NIJ standard information can be found here: https://nij.gov/topics/technology/bodyarmor/pages/safety-initiative.aspx.

Required data on law enforcement agency training - Any law enforcement agency receiving funding from this JAG grant must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Prohibited Expenditures List - Grant funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA.

The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at https://www.bja.gov/funding/JAGControlledPurchaseList.pdf.

Controlled expenditures - incident reporting - If an agency uses grant funds to purchase or acquire any item on the Controlled Expenditure List as the time of purchase or acquisition, including at the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source, and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at https://ojp.gov/docs/LEEquipment-WG-Final-Report.pdf.

Sale of items on Controlled Expenditure List - Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with grant funds may be transferred or sold to the third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this grant.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this grant to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

The Contractor must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with grant funds, and must abide by any applicable law (including regulations) in such disposal.

Prohibited or controlled expenditures - Effect of failure to comply - Failure to comply with a grant condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

Controlled expenditures - Standards - Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with grant funds must adopt robust and specific written policies and protocols governing General Policies Standards and Specific Controlled Equipment Standards. General Policing Standards include policies on (a) Community Policing, (b) Constitutional Policing, and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment, (b) Supervision of Use, (c) Effectiveness Evaluation, (d) Auditing and Accountability, and (e) Transparency and Notice Considerations. Upon OJP's request, the Contractor must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

Use of funds for DNA testing, upload of DNA profiles - If grant funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ('CODIS', the DNA database operated by the FIB) by a government DNA laboratory with access to CODIS. No profiles generated under this grant may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Grant funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

Investigations of Clandestine Methamphetamine Laboratories - No monies from this award or the accompanying match may be obligated to support the investigations, seizure, or closure of clandestine methamphetamine laboratories until such a time as DCJS has a mitigation plan in place which meets all applicable Federal, State and local laws and regulations and DCJS has the capacity to ensure compliance and monitor activities.

Confidentiality of data - The Contractor must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

Performance Measurement Tool (PMT) Reporting - The Contractor will 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) at the conclusion of the project.

The Contractor 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.

Attachment: Letter of Agreement for Byrne JAG POs (RES-2025-765 : Edward Byrne Memorial JAG Agreement (CRS#5774): MDT Computers)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30829 **RESOLUTION 2025-766** **ADOPTED**

Training & Travel Request Gun Involved Violence Elimination (GIVE) Symposium

TOWN BOARD AGENDA ITEM : SEPTEMBER 2, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
Gun Involved Violence Elimination (GIVE) Symposium

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled course. This course is being held in Albany, New York from September 15, 2025 through September 18, 2025. The cost for this training and travel is $907.19.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 2, 2025)**

9/2/2025
Consent

FINANCIAL IMPACT:

A 3126 .4040: $824.72

GIVE Grant Funds

Contingency amounts not included in these calculations

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

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			Department	Phone Number
[redacted]			APD	(716) 689-1362

Des

Date of Departure	Date of Return	Destination	Purpose/Justification
9/15/25	9/18/25	Albany, NY	Gun Involved Violence Elimination (GIVE) Symposium

Expenses		**Estimated**	**Budget A/C #**	**Actual**
Transportation: **Police Vehicle Gas**				
Mileage @ $0.655		85.00	A3126.4040	
Tolls		28.82		
Parking				
Local Transportation (bus/taxi)				
Plane/Rail/Bus				
Lodging:				
3 # nights @ $151.30		453.90		
Meals:				
IRS Per Diem Per Day:				
1st & Last Day of Travel @ 75%		129.00		
0 # Breakfasts @ $	0	-		
2 # Lunches @ $	23	46.00		
2 # Dinners @ $	36	72.00		
2 # Incidentals @ $	5	10.00		
Registration/Conference Fee				
Other				
Subtotal		824.72		N/A
Contingency - 10% of subtotal or $200		82.47		N/A
TOTAL		907.19		

Request Approved By:

Department Head Signature

8/11/2025

Date

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Town Board :

Town Board Resolution & Date

Travel Expense Reimbursement Wild 9/15/25

Attachment: RedactedTravelFormGIVESymposium 9.2.25 (RES-2025-766 : Training & Travel Request: Gun Involved Violence Elimination (GIVE)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30830 **RESOLUTION 2025-767** **ADOPTED**

Request for Disposal of Police Vehicles

TOWN BOARD AGENDA ITEM: SEPTEMBER 2, 2025

To: **Town Board**

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

Re: **Request for Disposal of Police Vehicles**

Kindly adopt a resolution authorizing the Police Department to take the following vehicles out of service and allow for their proper disposal:

Patrol Vehicles to be disposed of:

Year/Make/Model	VIN Number	Estimated Value
2021 Ford Explorer	1FM5K8AW1NNA00211	None/Stripped for Parts
2014 Ford Taurus	1FAHP2MKXEG175110	None/Stripped for Parts
2019 Ford Explorer	1FM5K8AW8LGA71360	None/Stripped for Parts
2024 Ford Explorer	1FM5K8AB2SGA57787	None/Stripped for Parts
2023 Ford Explorer	1FM5K8AB4PGA81838	None/Stripped for Parts
2016 Ford Explorer	1FM5K8AR1GGC91696	None/Stripped for Parts

These items are going to be taken to a scrap yard yet to be determined. The total estimated value for the scrapping of these vehicles is approximately $250.00.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 2, 2025)**

9/2/2025
Consent

FINANCIAL IMPACT:

Revenue from Scrap: Amount TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30831 **RESOLUTION 2025-768** **ADOPTED**

Directive to Pay Outstanding Invoices Adorama, Inc.

TOWN BOARD AGENDA: SEPTEMBER 2, 2025

TO: **Town Board**

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

RE: **Directive to Pay Outstanding Invoices Adorama, Inc.**

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

WHEREAS, the Town of Amherst Police Department used grant funding to purchase camera equipment from Adorama, Inc., utilizing the PEPPM contract on May 12, 2025 and June 27, 2025; and

WHEREAS, Adorama, Inc., fulfilled these orders in a timely manner; and

WHEREAS, the Contract Compliance Department has determined that some of the items purchased were not single award items through PEPPM and therefore the invoices have not been paid; and

THEREFORE BE IT RESOLVED, that the Town Board direct the Police Department and the Comptroller's Office to pay these outstanding invoices from Adorama, Inc., that remain outstanding from May 12, 2025 and June 27, 2025.

SPC:msl
C: Tim Koller, Deputy Town Clerk (**Agenda Item: September 2, 2025**)

9/2/2025
Consent

FINANCIAL IMPACT:

A 3120 .2140: $2,130.00

A 3124 .2600: $55,594.85

Total Amount Due: $57,724.85

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 30835 **RESOLUTION 2025-769** **ADOPTED**

FY2022 Tactical Team Grant Agreement (CRS #5788) NYS Division of Homeland Security and Emergency Services

TOWN BOARD AGENDA ITEM: SEPTEMBER 2, 2025

TO: **Town Board**

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

RE: **FY2022 Tactical Team Grant Agreement (CRS #5788)**
NYS Division of Homeland Security and Emergency Services

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: September 2, 2025**)

9/2/2025
Consent

FINANCIAL IMPACT:

A 3132 .04389: Grant Funding: ($75,000.00)

No Matching Funds Required

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

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C160413 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Amherst, Town of 5583 Main St Williamsville, NY 14221	TYPE OF PROGRAMS: WM2022 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM22160413
FEDERAL TAX IDENTIFICATION NO: 16-6002157 MUNICIPALITY NO: (if applicable) SFS VENDER NO: 1000003949 DUN & BRADSTREET NO: MJEDFWH39XQ8	INITIAL CONTRACT PERIOD: FROM 08/01/2025 TO 08/31/2026 FUNDING AMOUNT FOR INITIAL PERIOD: $75,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: N/A (Enter number of 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.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: , Date:

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".

GRANTEE:

BY: Mr. Brian J. Kulpa , Supervisor Date:

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

Award Contract **SHSP**

Project No.	Grantee Name	
TT22-1039-E00	Amherst, Town of	08/25/2025

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

Award Contract **SHSP**

Project No.	Grantee Name	
TT22-1039-E00	Amherst, Town of	08/25/2025

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appro¬priated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at indepen¬dently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia,

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012 Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Ver June 2023

Certified by - on

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

Award Contract **SHSP**

Project No.	Grantee Name	
TT22-1039-E00	Amherst, Town of	08/25/2025

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The 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 New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ("Contractor" or "Subrecipient") 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 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 Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts [1]

2. Appendix A-1

3. Modifications to the Face Page

4. Modifications to Appendices B, C and D

5. The Face Page

6. Appendices B, C and D

7. Other attachments, including, but not limited to, the request for proposal or program application

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.

B. Funding: Funding for the term of the Contract Period shall not exceed the amount specified as "Funding Amount for the Initial Period" 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 Appendix 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 Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted :

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; and/or

e. by 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

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

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 Law: All of the specific federal requirements that are applicable to the Contract are identified in Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. 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) 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 Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section IV shall supersede all other provisions of the Contract where required.

N. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. 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. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that 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 not-for-profit 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.

b. Notification to the not-for-profit 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 not-for-profit 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.

C. 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,

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

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 the State 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 where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(3) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. 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 a formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule). 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 real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

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 applicable, 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 Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, 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.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Federal Funds: For records and audit provisions governing Federal funds, please see Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required 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

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

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) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(G)(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.

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 incompliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing ,in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR 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.

b. 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 DHSES, to fully comply and cooperate with the DHSES 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.

c. 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 III(M)7 of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ("MWBE") participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

c. 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 DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. 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 Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. 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.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) 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.

b) 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.

c) 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.

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph "e" of this Section 3, 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.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES 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 DHSES 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.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. 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. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out 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.

e. 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.

4. MWBE Utilization Plan

a. 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.
b. 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.
c. 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, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, 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, the DHSES 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

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES 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 DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. 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 DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman 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 DHSES.

8. M/WBE AND EEO Policy Statement

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) 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.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) 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.

(6) 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.

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 State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(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) of this agreement 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 State 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.

N. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES 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 execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES 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.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

2. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

3. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

4. The Contractor's employment of a consultant must be supported by a written Contract 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. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. 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 must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

5. Additionally, Contractor must adhere to their own procurement policies and procedures and, at a minimum, the following guidelines when making all procurements. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and, for Federally-funded awards, contractor must comply with 2 CFR §200.320(c).

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. 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 responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(N)(5)(d) or (e) herein must make all procurements as noted below:

i. 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.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. 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.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of 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.

v. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. 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.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES 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 DHSES 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 DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

IV. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a unique entity identifier, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State contracting agency is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the State contracting agency to fully assess and address the actual or potential conflict of interest. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

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 applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at https://www.gao.gov/topics/auditing-and-financial-management, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6. The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Accounting for Grant Expenditures:

1. 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. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure 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. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that 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.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. 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 must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

• Activities to be performed;
• Time schedule;
• Project policies;
• Other policies and procedures to be followed;
• Dollar limitation of the Contract;
• Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
• Applicable federal and/or State cost principles to be used in determining allowable costs; and
• Property Records or Equipment Inventory Reports.

O. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

P. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

Q. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

established by the non-Federal entity for financial statement purposes, or $5,000. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

R. Remedies.

In the event Contractor fails to observe or perform any term or condition of the agreement, the State may exercise all rights and remedies available to law or in equity.

S. Termination for Cause and Convenience.

Termination rights of the parties shall be as prescribed in Section II(C) of the grant agreement.

T. Equal Employment Opportunity. (Applicable to contracts for construction work)

During the performance of this Agreement the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and skeleton for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in · which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees ·and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and repo1ts required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (l) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United State to enter into such litigation to protect the interests of the United States.

The authorized user further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the authorized user so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The authorized user agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The authorized user further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the authorized user agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Agreement, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

U. Davis-Bacon Act. (Applicable to contracts for construction work)

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

1) Minimum wages.

i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2) The classification is utilized in the area by the construction industry; and
3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) Payrolls and basic records.

i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4) Apprentices and trainees —

i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility.

i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. Copeland "Anti-Kickback" Act (Applicable to contracts for construction work greater than $2,000)

Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

W. Contract Work Hours and Safety Standards Act (Applicable to contracts greater than $100,000 and mechanics or laborers)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

3) Withholding for unpaid wages and liquidated damages. DHSES shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

X. Clean Air Act and The Federal Water Pollution Control Act. (Applicable to all contracts in excess of $150,000)

Clean Air Act

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et, seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33u.s.c. 1251 et seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in tum, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Y. Debarment and Suspension. (Applicable to contracts greater than $25,000)

a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the State of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Z. Byrd Anti-Lobbying Amendment. (Applicable to contracts greater than $100,000)

Byrd Anti-Lobbying Amendment, 31 US.C. § 1352 (as amended)

Contractors that apply or bid for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

AA. Procurement of Recovered Materials. (Applicable where work involves the use of materials and the contract value is over $10,000)

a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired --
i. Competitively within a time frame providing for compliance with the Agreement performance schedule
ii. Meeting agreement performance requirements; or
iii. At a reasonable price.

b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement- guideline-cpg-program.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

BB. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

1) This clause does not prohibit contractors from providing—

i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essentia component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available informatior about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

CC. Domestic Preferences for Procurements

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DD. Access to Records/Retention of Records.

a) The Contractor agrees to provide the State of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d) In compliance with the Disaster Recovery Act of 2018, the State of New York and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e) The Contractor shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

EE. Federal Debt.

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

FF. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

without specific FEMA pre-approval.

GG. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

HH. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the nonFederal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

II. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

JJ. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

KK. Copyright

The Contractor grants to DHSES, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the DHSES or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to DHSES data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by DHSES.

LL. U.S. Executive Order 13224.

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

MM. Subcontracting.

The Contractor represents to DHSES that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor must include the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

NN. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

OO. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

PP. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1)all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2)all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3)all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a)When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1)applying the domestic content procurement preference would be inconsistent with the public interest;

(2)the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3)the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.fema.gov/grants/policy-guidance/buy-america

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

ENDNOTES:

[1] To the extent that section IV- Federally Funded Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section IV shall supersede all other provisions of the Contract.

VER 08/2024

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Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

Award Contract **SHSP**

Project No.	Grantee Name	
TT22-1039-E00	Amherst, Town of	08/25/2025

Budget Summary by Participant

Amherst, Town of
Town of Amherst Police Department - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Ballistic Shield (level 3A)	01LE-01-SHLD	1	$24,199.96	$24,199.96	$24,199.96	$0.00
2	Long-Range Acoustic Device System	030E-03-MEGA	1	$5,600.00	$5,600.00	$5,600.00	$0.00
3	Thermal Monoculars	03OE-02-TILA	1	$4,997.00	$4,997.00	$4,997.00	$0.00
4	Individual Operator Personal Protective Equipment (gas masks, hot weather uniforms, search and rescue and related items)	01AR-02-APR	1	$17,117.68	$17,117.68	$17,117.68	$0.00
5	Sniper Observer Equipment (spotting scope tripod and related safety equipment)	03OE-05-HARN	1	$3,961.71	$3,961.71	$3,961.71	$0.00
6	Breacher Equipment (door sensors, day boxes, easy light and related items)	02EX-00-EXMP	1	$2,100.00	$2,100.00	$2,100.00	$0.00
7	Pole Camera Kit (uncludes thermal head and related specialized search attachements)	03SR-05-RBTL	1	$17,023.65	$17,023.65	$17,023.65	$0.00
Total					$75,000.00	$75,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$75,000.00	$75,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$75,000.00	$75,000.00	$0.00

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

Award Contract **SHSP**

Project No.	Grantee Name	
TT22-1039-E00	Amherst, Town of	08/25/2025

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

A. General Terms and Conditions

1. In full consideration of contract performance, DHSES agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page. All payments shall be in accordance with the budget contained in the applicable Appendix B (Budget), which is attached hereto.

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. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

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 Payment 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 Quarterly Reimbursement Schedule below.

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

5. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement. The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation.

Reimbursement requests need to include the following documents:
• Signed Voucher and Fiscal Cost Report
• Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
• Written documentation of all required DHSES approvals, as appropriate

Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted via e-mail to DHSESGPAFiscal@dhses.ny.gov:

6. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

7. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

8. All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

9. DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

10. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will results in the rejection of associated vouchers.

11. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section IV, Paragraph Q, must be available at the conclusion of the contract period and submitted to DHSES upon request.

12. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit 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, vouchers will not be eligible for prompt payment.

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 this contract there remain any unexpended balance of the monies advanced under the contract in the possession of the Contractor, the Contractor shall make a payment within thirty (30) calendar days of the end or termination of the Contract. In the event that the Contractors fails to refund such balance the State may pursue all available remedies. The Contractor must also refund interest earned over $500 on federal funds advanced pursuant to 2 CFR Part 200, §200.305(b)(9). Remit the check along with the final fiscal cost report within 30 days of the end or termination of the contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12226

D. Progress Reporting Requirements

Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, and such reporting shall be made online as directed by the State Agency.

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, program progress reports to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program. Programmatic and fiscal reports must be submitted as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Final Report
The Contractor will submit the final report no later than 30 days after the end of the contract period. The final report, or where applicable interim progress report, will summarize the project's achievements as well as describe activities for that quarter.

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Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

Award Contract **SHSP**

Project No.	Grantee Name	
TT22-1039-E00	Amherst, Town of	08/25/2025

Work Plan

Goal

To develop and enhance tactical team response capabilities.

Objective #1

G & T Workplan Code - 50. Establish/enhance regional response teams: Tactical

Investment Justification - Combating Domestic Violent Extremism

NYS Critical Capability

Primary - CBRNE Detection and Interdiction

The development, sustainment and/or enhancement of tactical team assets.

Task #1 for Objective #1

Purchase allowable tactical team equipment (Ballistic shields, long range acoustic system, thermal imagers, breaching equipment and pole cam kit). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of the equipment. Describe how the project enhanced tactical team in the region. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

Award Contract **SHSP**

Project No.	Grantee Name	
TT22-1039-E00	Amherst, Town of	08/25/2025

Special Conditions

I. ALL GRANT FUNDS:

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at https://www.fema.gov/grants.

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2022-2025 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at https://www.dhses.ny.gov/new-york-states-homeland-security-strategy.

3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (https://www.fema.gov/grants/tools/authorized-equipment-list).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

4. Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115 232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section using NY Responds 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.

3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non compliance finding. For your convenience, the screening form is available at: https://www.dhses.ny.gov/environmental-planning-and-historic-preservation-ehp.

G. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

1. Participation in and successful completion of the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Capabilities Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

I. National Cyber Security Review

1. Completion of the National Cybersecurity Review (NCSR) is a mandatory annual requirement under this Contract and a condition of funding. The NCSR will be open from October to December each year and enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO/CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user. The Multi-State Information Sharing and Analysis Center (MS-ISAC) improves the overall cybersecurity posture of the nation's state, local, tribal, territorial, nonprofit, and private sector agencies through focused cyber threat prevention, protection, response, and recovery. The MS-ISAC is available for both technical and administrative assistance on the NCSR. For more on the MS-ISAC, visit https://www.cisecurity.org/ms-isac/services/ncsr/ or email ncsr@cissecurity.org.

2. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

Attachment: Award Contract (RES-2025-769 : FY2022 Tactical Team Grant Agreement (CRS#5788))

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 30806 **RESOLUTION 2025-770** **ADOPTED**

Class Instructor, Pati Aine Guzinski CRS #5775

We respectfully request Town Board permission to authorize the Supervisor to sign the Presenter/Performer Commitment Form between the Town of Amherst (Department of Senior Services) and Pati Aine Guzinski, Class Instructor.

9/2/2025
Consent

FINANCIAL IMPACT:

$25.00 per hour (Charged to A6772 4090)

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Pati Aine Guzinski
(Payment/Check payable to same)

Address: P.O.Box 7

Amherst, NY 14226

Class/Activity: Nature/Science Instructor

History/Literature Instructor

Health Instructor

This is a -5- **year contract.**

Start Date: October 1, 2025 **Date executed below by the Town Supervisor**

End Date: September 30, 2030

Rate per hr.: $25.00

Pati Aine Guzinski, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Pati Aine Guzinski
Instructor/Leader Signature

8/18/2025
Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name Class Instructor CRS# 5775 *Vendor Name* Pati Aine Guzinski

Contractor Commitment Form 2021

Attachment: Pati Aine Guzinski contract-08152025153458 (RES-2025-770 : Class Instructor, Pati Aine Guzinski CRS #5775)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30838 **RESOLUTION 2025-771** **ADOPTED**

Purchase of 1-Year Identifix Government Subscription Vehicle Maintenance and Repair Program CRS #5790

We respectfully request the Town Board to authorize the expenditure of $1,428.00 for a 1-Year Subscription for Identifix ($119.00 per month). The subscription provides a database of updated, experience-based information for vehicle maintenance and repairs, including genuine OEM service and repair information for unedited factory data.

We are also requesting an insurance waiver as this is an online-only subscription and Identifix representatives will not be on site. The total amount for the 1-year subscription is $1,428.00 and funding will be available from the Sewer Maintenance account G 9000 - 4240.

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

9/2/2025
Consent

FINANCIAL IMPACT:

G 9000 - 4240

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30839 **RESOLUTION 2025-772** **ADOPTED**

TabWare Annual Software, Maintenance & Support Renewal Assetpoint, LLC CRS - 5779

The WPCF utilizes TabWare Software provided by AssetPoint LLC ("Aptean") to control and monitor all assets and equipment for the WPCF. To maintain on-line maintenance, technical support, and software updates, a licensing agreement with the software provider is required. The WPCF is requesting Town Board approval for the attached one-year maintenance & support renewal with AssetPoint LLC ("APTEAN") for the AssetPoint TabWare Software.

This contract shall be valid from May 06, 2025 through May 05, 2026. In addition, the WPCF requests a waiver of the insurance requirements because the vendor will provide this service remotely and will NOT enter Town property.

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

Funds for this request are available in G9916-4110.

Thank you for considering this request.

9/2/2025
Consent

FINANCIAL IMPACT:

G9916-4110

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

AGREEMENT

Let this document stand as an Agreement between Aptean Inc. and the Town of Amherst permitting the Town of Amherst to purchase TabWare licensing and software maintenance per the attached renewal order form in the amount of $12,869.39. The term of this agreement will be from date of execution by the Town of Amherst and run from May 6, 2025 through May 5, 2026.

Agreed to and Accepted by:

APTEAN INC.

By: Neil S. Goldstein
Signature

Neil S. Goldstein
Printed name

Senior Managing Counsel
Title

Date: 7/1/25

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)



Town of Amherst Water Pollution Control

This Renewal Quote is incorporated in Master TabWare Onsite (TOS) Concurrent User License (CUL) dated 4/9/2015 (the "Agreement") between AssetPoint LLC ("Licensor") and Town of Amherst Water Pollution Control ("Customer") and incorporated herein by reference, contains the full agreement of Licensor and Customer as to the purchase/license and provision of the Software and/or services listed below.

Customer Billing Information		Customer Shipping Information	
Name:	Crystal Russell	Name:	Gregory Struzik
Address:	455 Tonawanda Creek Road Amherst United States	Address:	455 Tonawanda Creek Road Amherst United States
Phone:		Phone:	
Email:	crussell@amherst.ny.us	Email:	gstruzik@amherst.ny.us

A. Invoicing and Payment Terms

1. Do not pay from this Quote. Customer shall pay Licensor Net 30 from the date of the invoice. In case of late payment, Customer may be subject to a late fee up to 1.5% per month.

2. Fees for Subscription Services or Maintenance Services will be billed Annually

3. Licensor has a NO REFUND policy.

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

Renewal Term Products

Product	License Metric	Qty
TabWare Concurrent User	Users	9
TabWare Technician Named User	Users	2
Linked Doc Printing	Desktops	1
TabWare Analytics Designer Named User	Users	1
Crossroads Premium: Equipment Monitoring	Site	1
WebServer (Test Professional)	# of environments	1
TabWare Work Requester	# of plants	1
WebServer (Production Professional)	# of environments	1
TU Tutorial	Manual	1
Total		USD 12,869.39

Renewal Term Dates and Total

Start Date	End Date	Year of Commitment Period	Price
May 6, 2025	May 5, 2026	1	USD 12,869.39

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

ASSETPOINT, LLC
STATEMENT OF WORK
ENTERPRISE

This Statement of Work (the "SOW") is by and between AssetPoint LLC, with offices located at 770 Pelham Road, Greenville, South Carolina 29615 ("AssetPoint") and Town of Amherst Water Pollution Control Facility, with offices located at 455 Tonawanda Creek Rd. Amherst. NY 14228 (the "Customer") and is dated as of April 9, 2015 (the "SOW Effective Date"). This SOW is made pursuant to (and incorporates the terms and conditions of) the Master TabWare Onsite (TOS) Concurrent User License (CUL) Terms located at http://mastertoscul.assetpoint.com/24Sep2014/ (the "Master Terms").

1. **SOW Term:** The initial term of this SOW begins on the SOW Effective Date and continues for a 12 month period from the SOW Start Date (the "Initial Term"). The term of this SOW shall thereafter automatically renew for successive and consecutive 12 month periods (each such period, a "Renewal Term") unless either party provides a written notice of non-renewal to the other party no less than 60 days prior to the end of the then-current Initial Term or Renewal Term. The Initial Term and any Renewal Term shall be the "SOW Term."

2. **Software, Training, and Fees:** AssetPoint shall provide the following Software and Training to Customer during the SOW Term as defined below. Customer shall pay the fees for the Software and Training as set forth below. All payments shall be made by Customer with net 30 day payment terms as provided in the Master Terms:

Software/Services	Fees
A. SOFTWARE:	
TabWare Concurrent User (6 CCU's)	$16,878
TabWare Technician (1 Named User)	$500
TabWare Requester (1 Site / Unlimited Requesters)	$0
TabWare Print Utility (1 Workstation)	$150
TabWare Test Environment (1 Environment)	$1,350
TabWare CrossRoads SCADA Integration License (1 License)	$0
TU Tutorial - Annual Subscription (18 Named Users)	$0
Annual Maintenance	$3,776
Software and Annual Maintenance Total	**$22,654**
B. SERVICES & TRAINING ESTIMATE:	
TabWare Implementation (See detailed services description below)	$25,000
TabWare SCADA Integration Services	$4,000
TabWare Implementation Total	**$29,000**
Total Software, Maintenance and Services	**$51,654**

The following is an expansion of the above service deliverable line items:

TABWARE DEPLOYMENT SERVICES

- TabWare Installation – Remote
- MP2 Data Migration which includes
  - ✓ One standard Test MP2 Data Migration run (Core Data and Transactional)
  - ✓ One standard Production MP2 Data Migration run (Core Data and Transactional)
  - ✓ Data cleansing or record clean up must be performed in the source (MP2) and will not be handled in the migration.
- TabWare Training – Onsite
  - ✓ Equipment
  - ✓ Work Management
  - ✓ Inventory
  - ✓ Purchasing

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

- TabWare Administration Training – Onsite
  - ✓ TabWare Configuration Options
  - ✓ Base Data
  - ✓ Security
  - ✓ Scheduled Jobs & Processes
- Base Analytics Training & Metric Creation –Remote
  - Training on Analytics Existing and New Metrics
  - Assist with Amherst Specific Metrics
- Project Management – Remote
  - ✓ Remote Planning and Kick-off
  - ✓ Remote TabWare Go-Live Assistance
  - ✓ Project Closing Summary
- Equipment Monitoring Integration – Remote
  - ✓ Integration services include:
    - Delivery of the CrossRoads software and integration installation package
    - Remote installation planning and assistance
    - Review of the integration designs provided
      - Meter Readings Import
      - Work Order creation based on alarm/equipment
    - Transfer of knowledge to explain data mapping

TabWare CrossRoads Equipment Monitoring Integration Package provides specific integrations that support the integration of meter readings and operating hours to TabWare. The readings can be set up to trigger PM generation. In addition, equipment alarm data can be interfaced so that a maintenance work order is created in TabWare. The package is based on standard XML data formats that support the TabWare database schema.

Assumptions and Disclaimers for implementation and training consultation weeks:

- Integration Assumptions - Input and output files are standard XML formats based on the TabWare schema. Customer is responsible for generating the data in the proper format for CrossRoads to manage. No changes to the integrations packages as delivered.
- Travel expenses are included in the estimate and allow for two trips on-site for training. All other activities will be remote.
- On-site services are typically scheduled for up to 4 days, which allows for:
  - ✓ Travel time for the trainer on Monday and Friday
  - ✓ Pre-trip activities of agenda planning and scope of work document
  - ✓ Post trip report

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

SOW is not an offer and is not binding unless and until countersigned by AssetPoint. The pricing and other terms and conditions set forth herein are valid only if Customer signs and returns this SOW to AssetPoint on or before April 30, 2015.

ACCEPTED AND AGREED:

AssetPoint LLC

By : _____

Name : Mike Levine

Title : CEO

Date : 5-5-2015

Town of Amherst ~~Water Pollution Control Facility~~

By : _____

Name : Barry A. Weinstein, PE

Title : Supervisor

Date : 4/22/2015

Michael Poslinski
mposlinski@amherst.ny.us
(716) 691-9771 ext# 8045

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

MASTER CONCURRENT USER LICENSE TERMS (TOS CUL)

These Master Concurrent User License Terms (TOS CUL) (these "Master Terms") apply to and shall be incorporated by reference into each Statement of Work (each, a "Statement of Work" or "SOW") by and between AssetPoint LLC ("AssetPoint") and the Customer named in the SOW (the "Customer"). All references in these Master Terms to "SOW" shall be deemed to include these Master Terms.

1. Software and Services. AssetPoint hereby grants to Customer a personal, nonexclusive, nonassignable, nontransferable (except as expressly provided in this Section 1), site-specific license(s) to use its proprietary software (the "Software") and shall provide its maintenance and consulting services (the "Services") to Customer, according to the SOW. Each SOW shall state the number of Customer's users permitted to access the Software at any given time ("Concurrent Users"). All Software licensed to Customer hereby may be installed by Customer on a reasonable number of computers or on a server and accessible by multiple Customer users so long as the total number of such Customer users does not at any time exceed the number of Concurrent Users set forth in the applicable SOW. Customer shall maintain accurate records that document the use of the Software under the SOW. All Software and Services shall be used by Customer for its own, internal business needs only. Each SOW shall describe the Software and Services to be provided, including the number of Concurrent Users and the location(s) for which Customer is authorized to use the Software, all subject to the terms and conditions of the SOW. AssetPoint reserves all rights not expressly granted to Customer hereby.

2. Term and Termination. The term of the SOW shall be as stated in the SOW. Except as may otherwise be provided in the SOW, the term of the SOW shall automatically renew for successive and consecutive periods of 1 year (each, a "Renewal Term") unless either party provides written notice of nonrenewal no less than 60 days prior to the end of the then-current term. The SOW shall terminate 30 days after a party's notice to the other party that such other party is in material breach of any of the terms or conditions of the SOW unless the other party cures such breach within said 30 day period. Upon termination of the SOW, AssetPoint will cease providing the Services set forth in the SOW and Customer agrees to promptly remove the Software from its systems.

3. Fees and Payment. Customer agrees to pay to AssetPoint the fees for the Software and Services as set forth in the SOW. AssetPoint will send all invoices to Customer by electronic mail to Customer's address on record in AssetPoint's account information (which Customer may change at any time via written notice that is received by AssetPoint no less than 15 days prior to the proposed effective date of the change). Customer understands and agrees that all fees are denominated and will be paid in U.S. dollars. Customer is responsible for and agrees to pay any taxes, duties, or the like that apply to the provision and/or use of the Services and Software (except for AssetPoint's employment taxes and taxes based on AssetPoint's net income, which AssetPoint will pay). All invoices are payable by Customer upon receipt. If AssetPoint has not received any payment within 30 days following Customer's receipt of invoice, then AssetPoint reserves the rights to suspend the provision of the applicable Services to Customer upon no less than 5 days prior notice until payment is made and/or charge interest on such unpaid amount at the rate of 1.5% per month (or the maximum interest permitted by law). AssetPoint reserves the right to impose a reconnection fee if Services are so suspended and Customer thereafter requests and receives access to such Services. The suspension of Services as provided by this Section 3 will not relieve Customer from its obligation to pay all amounts due. The fees for Software maintenance and/or support Services as stated in the SOW shall increase for each successive and consecutive 12 month period (each such period, an "Annual Period") following the first Annual Period. AssetPoint shall provide Customer with written notice of the amount of such fee increase no less than 60 days prior to the start of the applicable Annual Period. Any such fee increase shall not exceed 7% of the applicable fee during the previous Annual Period, unless such fee is designated in the SOW as a promotional or one-time fee.

4. Use of Software and Services. Customer agrees to abide by all laws, rules, and regulations that are applicable to its use of the Software and Services. Customer agrees that it will not import or export any Software to or from any country in contravention of any applicable import or export laws or regulations. Customer agrees that it will not resell, copy, transfer, reverse engineer, disassemble, decompile, create derivative works of, or allow third-party access to any Software or Service or related documentation. Customer has sole responsibility for the accuracy, quality, integrity, legality, and intellectual property ownership of any data that Customer submits to the Software and Services (the "Data").

5. Proprietary Rights. Title to and ownership of all, written materials, systems, software, documentation, tools, utilities, methodologies, specifications, techniques and other materials, know how, and hardware (and all derivative works and/or enhancements thereof, "I/P") owned by a party or in the possession of such party prior to the effective date of the SOW (together with the intellectual property rights therein) will remain with that party. Title to and ownership of any I/P resulting from the provision or use of the Services ("New I/P") shall be as set forth in the SOW, provided that any New I/P that relates to or is incorporated into AssetPoint's standard Software or Services (including without limitation any suggestions, ideas, enhancement requests, and feedback provided by Customer or any third party relating to said Services) shall vest in AssetPoint (subject to Customer's rights as set forth in Section 9 below). Each party hereby assigns to the other party any and all right, title, and interest in or relating to the other party's New I/P and acknowledges that such New I/P will be the sole property of such other party and its assigns and that such other party and its assigns will be the sole owner of all patent rights, copyrights, trade secret rights and all other rights, including all intellectual property rights, throughout the world.

6. AssetPoint Obligations. AssetPoint will abide by all laws, rules, and regulations that are applicable to its provision of Software and Services as set forth in the applicable SOW.

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

7. **Indemnification.** (a) AssetPoint will indemnify, defend, and hold harmless Customer and its officers, directors, employees and agents (each, a "Customer Indemnified Party") from and against any and all damages, liabilities, costs, and expenses (including reasonable attorneys fees) incurred by a Customer Indemnified Party in any third party action arising from or in connection with: (i) AssetPoint's breach of any of its representations, warranties, and obligations set forth in the SOW or (ii) any third party claim that AssetPoint's I/P, when used within the scope as set forth in the SOW, infringes any patent enforceable in the United States, copyright, trademark, or service mark of any third party. In addition, if the I/P is, or in the opinion of AssetPoint may become, the subject of any claim for infringement or if it is adjudicatively determined that the I/P is infringing, then AssetPoint may, at its option and expense, either (i) procure for Customer the right from such third party to use the I/P, (ii) replace or modify the I/P with other suitable and reasonably equivalent products so that the I/P becomes noninfringing or (iii) if (i) and (ii) are not practicable, terminate the SOW and provide Customer with a pro rata refund of prepaid fees, if any. THIS SECTION 7(a) STATES ASSETPOINT'S ENTIRE OBLIGATION AND CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY CLAIM REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

(b) Customer will indemnify, defend, and hold harmless AssetPoint and its officers, directors, employees and agents (each, a "AssetPoint Indemnified Party") from and against any and all damages, liabilities, costs, and expenses (including reasonable attorneys fees) incurred by an AssetPoint Indemnified Party in any third party action arising from or in connection with Customer's breach of any of its representations, warranties, and obligations set forth in the SOW.

(c) Neither party will have liability for any infringement to the extent that the other party (i) used other than the then-current, commercially available version of the I/P; (ii) used the I/P other than as set forth in its accompanying documentation; (iii) modified the I/P unless such modification was made or authorized by the providing party, when such infringement would not have occurred but for such modification; or (iv) combined or used the I/P with other software, hardware or other products not specifically approved by the providing party in advance and in writing if such infringement would have been avoided by the use of the I/P not in such combination.

(d) Each Indemnifying Party's obligations as set forth in Sections 7(a) and 7(b) above shall be excused to the extent that the Indemnified Party fails to promptly notify the Indemnifying Party in writing of the claim or fails to promptly tender the control of the defense and settlement of any such claim to the Indemnifying Party at the Indemnifying Party's expense and with the Indemnifying Party's choice of counsel. The Indemnified Party will also cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling such claim and the Indemnified Party may join in defense with counsel of its choice at its own expense.

8. **Limited Warranty; Limitations on Damages.** (a) AssetPoint warrants that (i) the Software (as delivered to Customer) will operate in substantial conformance with any description set forth or referenced in the SOW, and (ii) any maintenance and professional Services shall be performed in a professional and workman-like manner.

(b) EXCEPT AS STATED IN THE SOW, ALL SERVICES AND SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. CUSTOMER'S SOLE REMEDY FOR DEFECTIVE CONSULTING SERVICES SHALL BE THAT ASSETPOINT AT ITS OPTION SHALL RE-PERFORM THE SERVICES OR PROVIDE A FULL REFUND OF AMOUNTS PAID FOR SAME. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED.

(c) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOST BUSINESS, OR LOST DATA, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Neither party's aggregate and cumulative liability for damages under the SOW shall exceed the amount of the fee paid or payable under the SOW during the 12 month period prior to the date on which the cause of action arose. The provisions of this Section 8(c) shall apply notwithstanding any provision of the SOW to the contrary and regardless of the form of the claim or cause of action.

9. **Confidentiality.** Each party may have access to and may become acquainted with information and other property that are either owned or licensed by such other party. Such information and property that is conspicuously marked "Confidential," "Proprietary," or the like and/or that the receiving party should reasonably understand as being confidential or proprietary to the disclosing party shall be the disclosing party's "Confidential Information." Notwithstanding the foregoing, Confidential Information does not include any information or property that the receiving party can reasonably demonstrate: (i) is generally available to the public, (ii) was in the rightful possession or known by the receiving party prior to receipt from the disclosing party, (iii) was rightfully disclosed to the receiving party by a third party, or (iv) was independently developed without use of any Confidential Information of the disclosing party. The obligations set forth in this Section 9 shall not apply to the extent that the other party's Confidential Information is required to be disclosed by law or valid order of a court or other governmental authority; provided that the responding party agrees to deliver reasonable notice to the other party and use commercially reasonable efforts to cooperate with such other party's attempt to obtain a protective order. Each party shall use the other party's Confidential Information only in connection with the performance of its obligations and exercise of its rights as described in the SOW. Each party shall use the same degree of care that it uses with respect to its own Confidential Information (but in no event less than reasonable care) to maintain in confidence except as permitted herein, any Confidential Information of the other party. Each party's obligations in this Section 9 shall apply during the term of the

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

SOW and for a period of 3 years after its receipt of such Confidential Information.

10. Audit. Customer shall keep and maintain complete and accurate books and records of the Customer users that access and use the Software and the transactions underlying Customer's payment obligations hereunder and shall allow AssetPoint, or AssetPoint's representative, during office hours and at reasonable intervals (no more than once every 12 months) to inspect and make extracts or copies of such records for the purposes of ascertaining Customer's compliance with the license grants made hereunder and the correctness of such payments. If any examination and audit discloses that Customer has breached a license grant or any payment deficiency, then Customer shall be invoiced (and agrees to pay to AssetPoint hereunder) the amount of such deficiency, retroactive to the date such breach or deficiency commenced. If any examination and audit discloses any deficiency of 5% or more for the period under audit, then Customer shall also be invoiced (and agrees to pay to AssetPoint hereunder) AssetPoint's costs of such examination and audit.

11. Non-Solicitation. Customer agrees, for so long as the SOW is effective and for a 1 year period thereafter, that it will not directly or through any third party solicit for employment any of AssetPoint's employees without the prior, written consent of AssetPoint. If Customer does so solicit an AssetPoint employee in violation of such obligation and eventually hires such employee, then Customer that AssetPoint shall be damaged in an amount that is difficult to ascertain as of the SOW Effective Date. Accordingly, the parties agree that in such case, Customer shall pay to AssetPoint, as liquidated damages and not as a penalty, an amount equal to the gross value of Customer's payment obligations to such hired employee for the initial 6 months of such employee's employment with Customer. Customer expressly agrees that such amount is reasonable and is not a penalty.

12. General. The SOW is governed in all respects by the laws of the State of South Carolina without giving effect to its conflict of laws principles. Each party hereby irrevocably consents to the sole and exclusive jurisdiction of the State and Federal courts located in Greenville, South Carolina for all disputes arising from or related to the SOW. AssetPoint's relationship with Customer is that of an independent contractor, and nothing herein is intended, or should be construed, to create a partnership, agency, joint venture or employment relationship. The prevailing party shall be entitled to attorneys' fees and its litigation or related expenses in any suit or proceeding with respect to the subject matter of the SOW or arising from or related to it, or to interpret or enforce the SOW. All notices permitted or required under the SOW shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or US mail, and deemed received upon personal delivery, acknowledgment of receipt of facsimile transmission, when sent if by electronic mail, the promised delivery date after deposit with overnight courier, or 5 days after deposit in the US mail. Notices shall be sent to the person who has signed the SOW (at the address set forth in the SOW) or to such other person or address as either party may specify in writing. Each party shall deem a document faxed to it as an original document. If any provision of the SOW is unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render the SOW unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decisions. Provisions that should reasonably be considered to survive termination of the SOW shall survive. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of any cause beyond the reasonable control of such party. Customer may not transfer or assign (voluntarily, by operation of law, in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or stock, change of control, or otherwise) the SOW (in whole or in part) or any of its rights or obligations under the SOW without AssetPoint's prior, written consent. An attempted assignment or transfer without AssetPoint's consent will be void. If AssetPoint consents to an assignment/transfer it reserves the right to impose reasonable conditions, which may include, without limitation, the following: (a) the parties involved are not in breach of the agreement governing the use of the Software and Services, (b) the parties involved provide prior written notice to AssetPoint of their intent to assign/transfer and the assignee/transferee shall, in a writing to AssetPoint, (i) assume all of the obligations of the assignor/transferor, and (ii) agree that assignee's/transferee's use of the Software and Services shall be governed by the terms of the SOW or, at AssetPoint's sole discretion, by the terms of AssetPoint's then-current standard agreement; (c) the assignor/transferor will inform AssetPoint in writing that it has ceased all access to the Software and Services at the time of the assignment/transfer; and (d) Customer or the assignee/transferee pays the relicense fee AssetPoint charges in the normal course of business at the time of the assignment/transfer. Subject to the foregoing, the SOW will bind and inure to the benefit of the parties and their respective successors and permitted assigns. The SOW completely and exclusively states the agreement of the parties regarding its subject matter. The SOW supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter. The SOW shall not be modified except by a subsequently dated written amendment signed on behalf of each party by its duly authorized representatives, and any provision on a purchase order purporting to supplement or vary the provisions hereof shall be void.

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

Consultant Major Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

primary and non-contributory basis. Consultant shall ensure all its subconsultant s, if any, have obtained all the above insurances and shall also assure that any policy procured by any subconsultant or sub-subconsultant shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Consultant to assure that any policy procured by any subconsultant or sub-subconsultant name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Consultant to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

Rights Law relating to prohibition against discrimination and equal opportunity.

(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Agreed to and Accepted by:

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

Aptean, Inc.
Print Name of Company

By: Neil S. Goldstein
Signature

Neil S. Goldstein
Printed name

Date: 7/1/25

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Aptean, Inc.

Signature: Neil S. Goldstein

Print Name: Neil S. Goldstein

Title: Senior Managing Counsel

Date: 7/1/25

Revised 8.2023

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

6/20/2025

DATE (MM/DD/YYYY) 6/20/2024

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1471627 Assetpoint LLC Aptean, Inc. 4325 Alexander Drive, #100 Alpharetta GA 30022	INSURER A : National Fire Insurance Co of Hartford — NAIC # 20478 INSURER B : Allied World Assurance Company (U.S.) Inc. — 19489 INSURER C : The Continental Insurance Company — 35289 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 18227897 **REVISION NUMBER:** XXXXXXX

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	Y	6020326922	6/20/2024	6/20/2025	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] HNO Com/Coll: $100/$1K	Y	Y	6016869558	6/20/2024	6/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll:	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	6016869561	6/20/2024	6/20/2025	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000 $ XXXXXXX
C	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	N	6016869530 (AOS) 6016869589 (CA)	6/20/2024 6/20/2024	6/20/2025 6/20/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional E&O / Cyber	N	N	0312-9221	6/20/2024	6/20/2025	$5M ea. claim/Agg. $250,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst are Additional Insureds with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language.

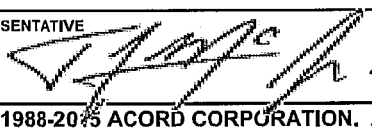
CERTIFICATE HOLDER

18227897
Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION See Attachments

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 Code: D515237 Certificate ID: 18227897

CNA

Business Auto Policy
Policy Endorsement

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: APTEAN, INC.

Endorsement Effective Date: 6/20/2024

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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Attachment Code: D515240 Certificate ID: 18227897

CNA

Business Auto Policy
Policy Endorsement

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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CNA

Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS
1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Estates, Legal Representatives and Spouses
7. Expected Or Intended Injury – Exception for Reasonable Force
8. In Rem Actions
9. Incidental Health Care Malpractice Coverage
10. Joint Ventures/Partnership/Limited Liability Companies
11. Legal Liability – Damage To Premises
12. Medical Payments
13. Non-owned Aircraft Coverage
14. Non-owned Watercraft
15. Personal And Advertising Injury – Discrimination or Humiliation
16. Personal And Advertising Injury - Limited Contractual Liability
17. Property Damage - Elevators
18. Supplementary Payments
19. Property Damage – Patterns, Molds and Dies
20. Unintentional Failure To Disclose Hazards
21. Waiver of Subrogation – Blanket

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

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Miscellaneous Attachment: M513062 Certificate ID: 18227897

CNA

Technology General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

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Miscellaneous Attachment: M513062 Certificate ID: 18227897

CNA

Technology General Liability Extension Endorsement

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:
   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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Technology General Liability Extension Endorsement

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

   a. the **Named Insured's** acts or omissions; or

   b. the acts or omissions of those acting on the **Named Insured's** behalf,

   in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

   a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

   b. any express warranty unauthorized by the **Named Insured**;

   c. any physical or chemical change in any product made intentionally by such person or organization;

   d. repackaging, except when 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;

   e. any failure to make any inspections, adjustments, tests or servicing that such person or organization 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;

   f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

   g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

   h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

      (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

      (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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Technology General Liability Extension Endorsement

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

   a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

   b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

   c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

   a. this **Coverage Part** provides such coverage;

   b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and

   c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

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Technology General Liability Extension Endorsement

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

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CNA

Technology General Liability Extension Endorsement

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

   a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

   b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

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** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

   b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

      (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

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CNA

Technology General Liability Extension Endorsement

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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CNA

Technology General Liability Extension Endorsement

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

  (1) bodily injury to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

  (2) bodily injury to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

  (1) bodily injury to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

  (2) bodily injury to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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CNA

Technology General Liability Extension Endorsement

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

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; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. LIMITS OF INSURANCE is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

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CNA

Technology General Liability Extension Endorsement

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: @@@@@@@@@@@@@@@ ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

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Technology General Liability Extension Endorsement

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

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Technology General Liability Extension Endorsement

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

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Technology General Liability Extension Endorsement

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

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Technology General Liability Extension Endorsement

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Attachment: DOC081425-08142025152555 (RES-2025-772 : TabWare Annual Software, Maintenance & Support Renewal)

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Attachment Code: D576826 Certificate ID: 18227897

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have
been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during
2. this **policy period**; and

   a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and

   b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained**

1. that an **Insured** becomes legally obligated to pay because of **bodily injury**, **property damage** or **personal and advertising injury**; or
2. because of liability for **bodily injury** or **property damage** assumed under an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

a. the **bodily injury** or **property damage** occurs during the **policy period**;

b. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage**

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30840 **RESOLUTION 2025-773** **ADOPTED**

Auction of Sewer Maintenance Surplus Equipment

The Sewer Maintenance Division is seeking to participate in the Auctions International online auction to dispose of old and surplus equipment.

The following equipment is slated for auction:

	ID	Description	VIN/Serial #	Condition
1.	E-23	2010 Ford E350 Cube Van	1FDWE3FL3ADA67485	Fair
2.	E-26	2015 Ford F250 4X4 Pickup	1FT7X2B65FED09966	Poor

Proceeds from the sale of the 2010 vehicle will be allocated to the Sewer Maintenance operating budget, while proceeds from the 2015 vehicle will be directed to the debt reserve

9/2/2025
Consent

FINANCIAL IMPACT:

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 30822 **RESOLUTION 2025-774** **ADOPTED**

2025 - 2026 Youth Development Program Agreement - CRS #5787

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Erie County (Department of Social Services) for provision of a Youth Leadership Development Program from October 1, 2025 through September 30, 2026, pending satisfactory completion of the Contract Routing System process.

9/2/2025
Consent

FINANCIAL IMPACT:

A7145 : .03089

-$48,279.00 (Revenue)

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

2025-2026 YOUTH DEVELOPMENT PROGRAM AGREEMENT

THIS AGREEMENT is made as of the date of the last signature affixed hereto, by and between the County of Erie, a municipal corporation of the State of New York through the Erie County Department of Social Services, having its office at 95 Franklin Street, in the City of Buffalo, New York, hereinafter called the Department and **Town of Amherst Youth & Recreation**, a municipality maintaining offices at **1615 Amherst Manor Drive, Williamsville, New York 14221,** hereinafter called the Contractor.

WITNESSETH:

WHEREAS, Article 12 of the Erie County Charter has established a division of youth within the Erie County Department of Social Services; and

WHEREAS, the Contractor has submitted to the Department an application for a youth program to advance the moral, physical, mental and social well-being of the youth of the County of Erie; and

WHEREAS, the Department desires to assist the Contractor on its Youth Program, and to secure reimbursable funds therefore from the State of New York; and

WHEREAS, the Erie County Legislature has approved the Youth Program and authorized the County Executive to execute all necessary documents and agreements to implement such program.

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. The New York State Office of Children & Family Services detail the program service to be rendered by the Contractor and the costs to be incurred by the Contractor in providing such service, and both become a part of this Agreement.

2. The Contractor agrees that it will comply with all provisions of the United States Constitution and of all laws of the State of New York and the County of Erie, and particularly with Section 103a and 103b of the General Municipal Law, the laws against discrimination and those regarding workers' compensation and employment disability and the New York State Office of Children & Family Services Law, and will comply with all the rules and regulations of the New York State Office of Children and Family Services and of the Comptroller of the County of Erie.

3. The Contractor agrees that the Department will not be liable for payment for any item not set forth in a Contractor line item budget or for monies expended by the Contractor beyond

Attachment: DOC082225-0822202514404B (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

the sum allocated in the program budget. Any modifications in the line item budget must be approved in advance, in writing by the Department and the New York State Office of Children and Family Services.

4. The Contractor agrees to submit to the Department on or before the fifteenth day of each succeeding quarter a report of its expenditures during the preceding quarter with verified or certified vouchers and other supporting data attached, which Quarterly Report of Expenditures must satisfy the Department that such quarterly expenditures were made in accordance with the New York State Office of Children & Families Fiscal Policies and Procedures Manual.

5. The Department reserves the right to hold or adjust the Contractor's current Reimbursement payment pending approval of the Contractor's Quarterly Report of Expenditures. The Department further reserves the right to hold or adjust the Contractor's current Reimbursement payment if the Contractor owes to the Department any monies from a previous year.

6. The Contractor agrees to refund the Department any unused amounts of Reimbursements paid to it under this agreement or determined to be inadequately or improperly accounted for in accordance with the Department, the Erie County Comptroller Audit or the New York State Office of Children & Family Services Audit.

7. The Contractor agrees to submit a final year end Expenditure Report to the Department on or before 30 (thirty) days after the end of the program year. Any exception to this requirement requires the written approval by the Department.

8. The Contractor agrees to adhere to all requirements set forth by the Erie County Youth Bureau Policy & Procedures Manual.

9. **The Contractor shall provide the contract services in accordance with the attached program narrative and budget labeled Appendix A, attached hereto and made part hereof.**

10. ACCOUNTABILITY

The Contractor shall be fully accountable for its performance under this Contract and its officers agree to answer, under oath, all questions relative to the performance thereof, and to any transaction, act or mission, had, done or omitted in connection herewith called before any judicial county, state or federal Contractor empowered to investigate this Contract or its performance.

11. AMENDMENT

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified

Attachment: DOC082225-0822202514404B (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

12. ASSIGNMENT

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

13. BACKGROUND CHECKS

The Contractor shall conduct a criminal history check for all prospective employees/volunteers as a condition of employment for the performance of work under this contract or any subcontract hereunder prior to any employment. Any applicant, volunteer or employee found to be a registered sex offender will be immediately removed from all work on this contract or any subcontract hereunder. In addition, contractor agrees to conduct the aforesaid criminal history check for all current and prospective employees/volunteers periodically throughout the course of their employment with the contractor. The contractor shall conduct said periodic checks no less than every 18 months for each employee/volunteer performing work under this contract or any subcontract hereunder.

14. CONFIDENTIALITY

The Contractor represents and agrees to safeguard the confidentiality of all information utilized by or in the possession of the Contractor under this Contract where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by the Contractor, its agents or representatives pursuant to said statutes or regulations shall be cause for immediate termination of this Contract.

15. EQUIPMENT

The Contractor agrees that all equipment purchased under this Agreement with a unit cost over $200 (two hundred dollars) and/or with a useful life of more than 2 (two) years is the

Attachment: DOC082225-08222025144048 (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

property of the Department and upon the termination of this contract, the Department may request that the equipment be returned.

16. EXECUTIVE ORDER

The Contractor shall comply with Executive Order 13 (2014), and agrees to complete the Certificate collectively attached hereto and made a part hereof. The Contractor shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Contractor's compliance with Erie County Executive Order No. 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for determining that the Contractor is not qualified to participate in future county contracts.

17. EXECUTORY

The contract is executory only to the extent of monies available to the Department for the performance hereof and appropriated therefore and no liability on account thereof shall be incurred by the Department beyond the monies available and appropriated for the purpose thereof.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement.

Attachment: DOC082225-0822202514404B (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

18. FINANCIAL RECORDS

The Contractor agrees to keep and, upon reasonable prior request, make available to the United States, the New York State Department of Temporary Assistance, the Department and the Erie County Comptroller or their designees, its financial and other records of the funds paid to it and performed by it hereunder.

The United States, the New York State Department of Temporary Assistance, the Department and the Erie County Comptroller or their designees' may, at their option, on reasonable notice, and its expenses, audit the pertinent books and records of the Contractor concerning this Contract.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. 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.

The failure of the Contractor to submit required reports as specified by the Department or as incorporated into this contract shall result in the suspension of all payments for services rendered by the Contractor pursuant to this Contract and may at the discretion of the Department result in the Department's cessation of service referrals to the Contractor until such time as the Contractor remedies said failure to the satisfaction of the Department. Reports required by the Department may be added, deleted or revised over time and these reports are deemed to be incorporated into this contractual agreement if and as they occur.

19. GOVERNING LAW

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Erie.

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

Attachment: DOC082225-08222025144048 (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

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.

20. HEADINGS

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement.

21. INDEMNIFICATION

The Contractor agrees:

a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; 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 this Agreement and to bear all other costs and expenses related thereto.

22. INDEPENDENT CONTRACTOR

The Contractor and the County agree that the Contractor and its officers, employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the County or any department, Contractor, or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, Contractor or unit thereof, and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the Department, including but not limited to Worker's Compensation coverage or retirement membership or credits.

23. INSURANCE

The Contractor agrees to procure and to maintain in force, for the duration of this Contract, such insurance naming the County of Erie as an additional insured, as is determined appropriate by the Department for the purpose of this Contract. Such coverage must be identified and entered upon the County Standard Insurance Certificate or its acceptable substitute and signed by the Contractor's insurance company, agent or broker, which shall be subject to approval by the County Department of Law and upon approval, shall be attached to and become part of the Contract.

Attachment: DOC082225-0822202514404 (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

24. INTERPRETATION

The Contractor shall be responsible for providing interpretation services to clients, when necessary, at no additional cost to the Department.

25. LAWS APPLICABLE

The Contractor agrees to comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the Services hereunder.

26. MBE/WBE PARTICIPATION

Pursuant to County of Erie Local Law No. 9, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all Departments of the County. The Contractor agrees to complete the questionnaire attached hereto and forming a part hereof entitled Business Enterprises Owned and Controlled by Persons of Color or Women and submit same as an addition to the required fourth quarter report subject to the reporting terms contained in this agreement.

27. NON-DISCRIMINATION

The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

28. NON-REIMBURSABLE SERVICES

The Contractor certifies that the services being contracted are not otherwise available from the Contractor on a non-reimbursable basis.

29. 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, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses

Attachment: DOC082225-0822202514404B (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

Notices shall be sent to the following:

To the County Program Area:

Executive Director
Erie County Youth Bureau
95 Franklin Street, Rm. 1277
Buffalo, NY 14202

With a copy to:

Erie County Department of Social Services,
Office of Counsel, 95 Franklin St, Room 746
Buffalo, New York 14202

To the Contractor:

Town of Amherst Youth & Recreation
1615 Amherst Manor Drive
Williamsville, New York 14221

30. PAYMENT

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Contractor on properly executed payment vouchers of the County and paid only after approval by the Commissioner. 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. In no event shall final payment be made to the Contractor prior to completion of all Work and the approval of same by the Commissioner. The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Contractor exceed the not-to exceed amount set forth above.

The Department agrees to pay the Contractor for said services to be rendered for the period set forth a sum not to exceed Forty-eight Thousand Two Hundred Seventy-nine Dollars and no cents ($48,279.00). Sum shall be paid to the Contractor upon invoice to be submitted to:

Erie County Youth Bureau, 95 Franklin Street, Rm. 1277, Buffalo, NY 14202

Attachment: DOC082225-08222025144048 (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

31. PROCUREMENT

This is a procurement contract with Erie County through the Erie County Department of Social Services, paid for in whole or in part with State funds. The vendor is not considered to be a sub-recipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

32. TERM

The term of this Agreement shall commence on October 1, 2025 and shall terminate on September 30, 2026, unless terminated earlier pursuant to the provisions of this Agreement. The Contractor shall report to the County on its progress toward completing the Work, as the Commissioner of the Department, or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

33. TERMINATION

a) The County, upon thirty (30) day notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Contractor shall direct any approved subcontractors to do the same.

   In the event of a dispute as to the value of the Services rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

b) The contract may be terminated immediately by ECDSS, without notice, for cause or discovery of the Contractor's non-performance or breach of this contract.

34. WAIVER

Failure of the County to insist, in any one or more instances, upon strict performances of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

Attachment: DOC082225-0822202514404B (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

IN WITNESS WHEREOF, the parties hereto have signed and executed this agreement on the date and year last written below.

APPROVED AS TO CONTENT

_____
ECDSS Program Area

DATE:_____

APPROVED AS TO FORM

BY: _____
ECDSS Office of Counsel

DATE: _____

FOR THE CONTRACTOR: _____
Signature

TITLE: _____

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

On this _____ day of _____, 20___, before me personally came _____, to me known, who, being duly sworn, did depose and say that they reside in _____; that they are the _____ of the corporation described in and which executed the foregoing instrument; that they knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that they signed their name thereto by like order.

_____
NOTARY PUBLIC

My Commission expires _____

FOR THE ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES:

_____
FIRST DEPUTY COMMISSIONER - DSS

DATE: _____

FOR THE COUNTY OF ERIE:

_____
MARK POLONCARZ / LISA CHIMERA
County Executive / Deputy County Executive

DATE: _____

Attachment: DOC082225-08222025144048 (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

APPENDIX A

BUDGET & NARRATIVE

(PLEASE ATTACH NARRATIVE AND COMPLETE BUDGET FORM ATTACHED)

Attachment: DOC082225-08222025144048 (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

OCFS-5005 (Rev. 05/2012) FRONT

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

PROGRAM BUDGET

QYDS ID:

FISCAL YEAR: 2026

AGENCY/MUNICIPALITY: Town of Amherst

PROGRAM TITLE: Youth Leadership Development Program FUND TYPE:

FISCAL CONTACT INFORMATION:
Include Name, Phone Number, E-mail address:
Lynda Juul, Finance Director
(716) 631-7007 ljuul@amherst.ny.us

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Asset Development Specialist	$ 56,550	annual	$ 22,000.00	
Director of Volunteers	$ 59,398	annual	$ 23,000.00	
Employment Clerk	$ 22.192	HR	$ 3,279.00	
	$		$	
	$		$	
	$		$	
	$		$	
		TOTAL SALARIES AND WAGES	$ 48,279.00	$
		TOTAL FRINGE BENEFITS	$	$
		TOTAL PERSONAL SERVICES (1)	$ 48,279.00	$

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	
	$		$	
	$		$	
	$			
TOTAL CONTRACTED SERVICES (2)			$ 0.00	$
TOTAL MAINTENANCE & OPERATION (3)			$ 0.00	$

LIST EQUIPMENT TO BE PURCHASED OR RENTED:
(UNIT COST OVER $500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS		
	$	
	$	
TOTAL FACILITY REPAIRS (4)	$ 0.00	$

TOTAL OCFS PROGRAM AMOUNT	$	
+ TOTAL OCFS FUNDS REQUESTED		$ 48,279.00

LIST OF OTHER FUNDING SOURCES		
	$ 119,227.00	REIMBURSABLE TOTAL
	$ 70,948.00	MUNICIPAL FUNDING
	$	OTHER SOURCES

** USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED. USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.*

Attachment: DOC082225-08222025144048 (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

Program Narrative

The Amherst Youth & Recreation Department has been serving teens through leadership development programs for over 60 years. In 2011 and 2012 (the last years of the competition) the Town of Amherst was named one of "America's 100 Best Communities for Youth", based in part on the outcome data presented by this program. Staff employed in the program have been with the agency 48, 32 and 10 years, respectively. The program is well-known in all three local school districts as well as the numerous private and parochial schools in the town, resulting in a continuous referral source for new members. The agency also has strong ties with the Amherst Police Department and the Amherst Town Courts in serving youth, no matter what the setting.

The YES (Youth Engaged in Service) Volunteer component of the program was one of the original YES Programs in Erie County over 40 years ago. The YouthWork$ component of the program is the last remaining municipal "Rent A Kid" program and has grown into so much more. The Amherst Youth Consortium is a unique component that has been held up as a model for youth engagement under the federal Drug Free Communities program.

The program is able to provide services to individuals with disabilities and special needs. The Department has a relationship with the International Institute of Buffalo to provide translation services if necessary, as well as access to a tele-translation service. Additionally, the membership of the program is diverse, with many bilingual students participating. These young people often provide translation services, especially at food pantry events. They also share their cultures at educational and social events.

The program has a relationship with Deaf Access Services of People, Inc. to provide sign language interpreters. The program has a variety of adult volunteers on which to call in order to accommodate participants with developmental or physical disabilities. These volunteers provide additional support to the program staff so that participants may fully enjoy all aspects of the program. The only time that individuals with certain physical disabilities cannot be accommodated is if a resident requests a specific job (for example, mowing the lawn) which requires adaptation beyond the scope of the program. In instances such as this, every effort is made to find the participant an alternative job in which the program participant can excel.

Collaboration: The program collaborates with over 35 community agencies to offer volunteer experiences for young people. It collaborates with 23 public schools and a half dozen private and parochial schools to offer peer learning and leadership development experiences. Program participants are offered summer employment opportunities in other areas of the agency, where appropriate. Students participate in the leadership of the program through an advisory board which helps guide the program's direction.

Safety: Programs are offered at all times of the day. Staff are always present and a two-deep leadership model is employed. Program participants must sign in/sign out for each activity. Staff are not allowed to leave the site until all program participants have been picked up. If staff need to meet with program participants one-on-one, they are encouraged to do so in a central conference room which has windows on two sides and is visible to the public. All staff associated with the program have office doors with windows in them if they absolutely must meet with a youth in private. In such instances, staff are required to notify their supervisor that they are meeting with a youth in their office, the nature of the meeting, and the approximate time they will be with the youth. Supervisors must remain on site until the meeting has ended. Staff have the discretion to cancel program activities or have youth leave a program site if they question the safety of the site or the activity. Supervisors are always available by cell phone and transportation is always available to move youth out of a location, if necessary. Staff and youth are never left in unattended buildings - building maintenance or security staff is always present. Staff have access to a first-aid kit at events. Personal information of program participants is never shared without their consent.

Attachment: DOC082225-08222025144048 (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

Trustworthiness: Direct staff include Kathy Mobarak-Miller, Asset Development Specialist, who oversees the AYC component of the program. Mrs. Mobarak-Miller is a social worker with 50 years of experience in the agency. Antonella Stravalaci serves as Director of Volunteers and oversees the YES component of the program. She is a licensed school counselor with 32 years of experience in the agency. Lorraine Lee serves as the Employment Clerk and oversees the YouthWork$ component of the program. She is a certified teacher and has been with the agency for 10 years. Communication with program participants always includes the parents. All staff are trained in ACES (Adverse Childhood Experiences). The program also has access to a social worker who specializes in trauma informed care.

Empowerment, Voice and Choice: Program participants are allowed to exercise choice in all aspects of the program. Program activities are determined by the students, in collaboration with the staff who only have veto power if an activity is not physically or emotionally safe. Students are supported in exercising their voice through various trainings and connections throughout Amherst, Western NY and NY State. Students serve as peer educators and mentors and sit on various school and civic committees representing and supported by the program.

The Youth Leadership Development Program is perhaps the most diverse youth program within the town. Amherst has a large Asian community - primarily Indian, Pakistani, Korean, Chinese and Japanese. Amherst also has a large Arabic-speaking population which is well-represented within the program. While the town's African-American population is substantially smaller, African-American students are represented within the leadership of all three program components. Staff and youth in the program have been involved in "Challenge to Change" since its start in the Buffalo region. This is a program that brings together diverse youth to help combat racial stereotypes and build relationships.

Attachment: DOC082225-08222025144048 (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

_____

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)

_____, being duly sworn, states that they are the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to their own knowledge.

OR

B)

_____, being duly sworn, states that they are the _____, of _____, the enterprise making the foregoing Certification, that they have read the Certification and know its contents, that the statements and representations made in the Certification are true to their own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20__

_____

Notary Public

Attachment: DOC082225-08222025144048 (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

1. Meets the following requirements:

    a. Is at least 51% owned by one or more persons of color or women;
    b. Is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
    c. In an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
    d. Is an enterprise authorized to do business in this state which is independently owned and operated.

2. Is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**

3. Is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color" as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

a. Black persons having origins in any of the Black African racial groups;
b. Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
c. Native American or Alaskan native persons having origins in any of the original peoples of North America; or
d. Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

Attachment: DOC082225-08222025144048 (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

   __X__ No

   _____ Yes*

   ***IMPORTANT**: If you answered "yes" above, please indicate if you possess certification by New York State and/or the Federal government.

   _____ No, I do not have government certification.

   _____ Yes, I have government certification (must attach certificate).

2. If you answered "yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

   _____ Women

   _____ Persons of Color (*please check off below all that apply*)

   _____ Black persons having origins in any of the Black African racial groups

   _____ Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

   _____ Native American or Alaskan native persons having origins in any of the original peoples of North America

   _____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands

Name of Business Enterprise: Town of Amherst

Address: 5583 Main Street Williamsville NY 14221

Signature: _____

_____ _____

Notary Public Date

Attachment: DOC082225-08222025144048 (RES-2025-774 : 2025 - 2026 Youth Development Program Agreement - CRS #5787)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Town Clerk
DOC ID: 30845

COMMUNICATION 2025-86 **REFERRED**

Correspondence from Joe Voytovich - Sidewalks

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

9/2/2025
Referred to Town Attorney, Planning and Engineering

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

August 27, 2025

Amherst Town Board
5583 Main Street
Williamsville, New York 14221

RE: Sidewalks at 2365 Sweet Home Road, Part 2

Members of the Amherst Town Board,

This is a continuation of a comment submitted for the August 18, 2025 town board meeting on Sweet Home Road sidewalks. (See COM-2025-82). Further research into the issue reveled the following section of the Amherst Town Code:

> Chapter 83 Building Construction Administration,
> Part IX Sidewalks,
> § 83-9-1 Requirements
>
> ***Sidewalks shall be required along the entire street frontage of a lot or parcel that abuts an arterial or collector street when the lot or parcel is developed***

Sweet Home Road is defined as a collector (see attached street map).

The legal definition of "shall" is defined as "***a term used to indicate an action that is required or mandatory, not optional***". Therefore, Amherst as no choice in this and ***MUST*** build the sidewalk.

According to the town GIS Map (see attached) in its Roads layer, Sweet Home Road between N Ellicott Road and the Diversion Channel is a county road. The county, though, is not responsible for sidewalk installs on any of their roads, but as per New York State Highway Law, Section 151:

> ***No such sidewalks shall be built along any state highway until the state commissioner of transportation shall have made his consent thereto, pursuant to section fifty-four of this chapter, and no such sidewalk shall be built along any county road until the county superintendent of highways shall have made his consent thereto, pursuant to section one hundred thirty-six of this chapter.***

Attachment: Sidewalk Comment 9-2-2005 (COM-2025-86 : Correspondence from Joe Voytovich - Sidewalks)

Taking a look at New York State Highway Law Section 136, item 2 empowers the county superintendent to create regulations for the highway permits, add fee charges and require deposits or bonds to guarantee the interests of the county during the work. Why in the world would the county be allowed to oversee a town's sidewalk work when all the other sidewalks in a town do not have this oversight? This is another example of the layers of bureaucracy that New York adds that increases project costs and slows implementation. It's also a reason why the Sweet Home Road sidewalks have not been added since the apartments there were added in 2011.

As a comparison, I looked at rules on sidewalks from other towns in the area, and Tonawanda specifically showed a contrast with Amherst. A document detailing an overview of sidewalks in Tonawanda is EASILY available on their town web site. (If I can find it, anyone can!) It is at their home page (tonawanda.ny.us), then under "Services" and finally "Sidewalks". This 2 page document (see attached) includes what seems to be rather benign statement but what carries over into current times on sidewalk implementation:

> ***Historically, they were installed by the developer of each subdivision after World War II and into the 1960s when a majority of the town was growing.***

How is this important? When rural areas / farms were built into homes, sidewalks were put in piecemeal IF subdivision residents requested them. But as the population increased, main thoroughfares became wider and busier, sidewalks became more of a public safety issue than just of convenience for a certain neighborhood. That lead to the Amherst town code which REQUIRES sidewalks along developed areas on larger roads for this exact purpose.

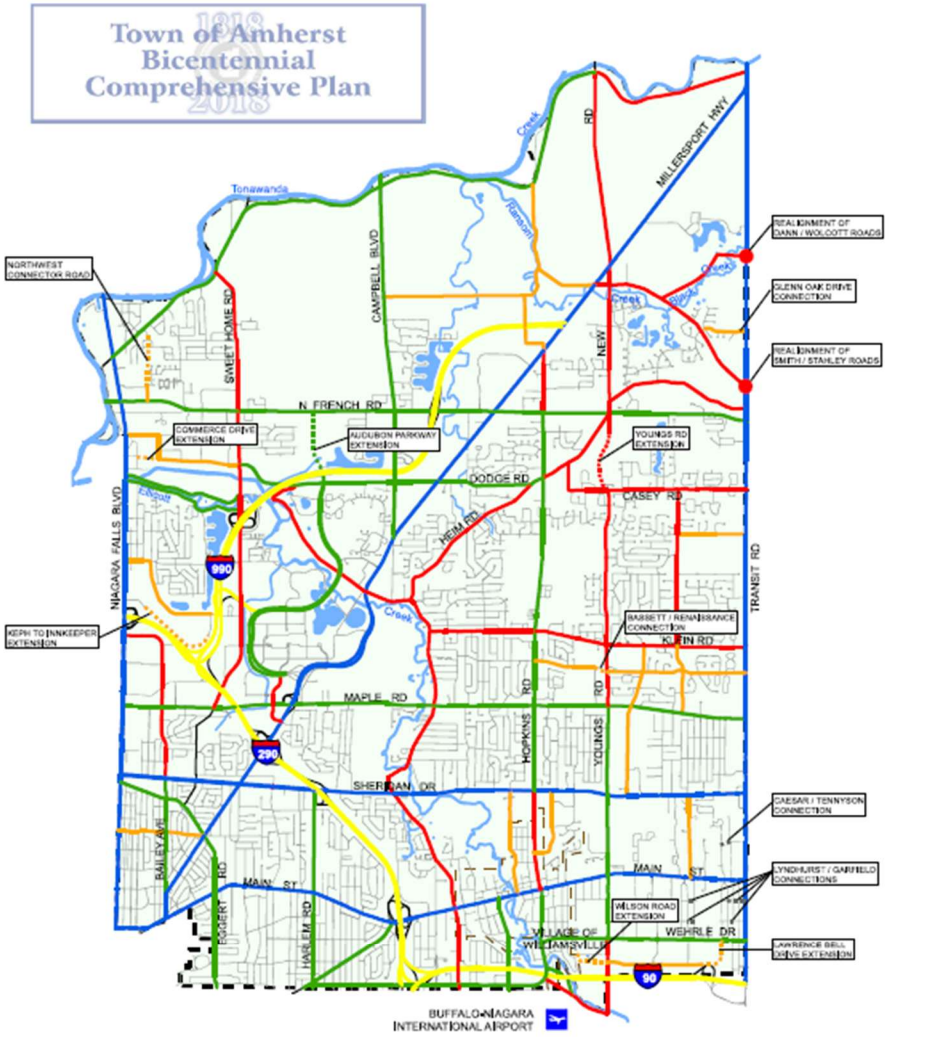
Tonawanda also had a report on sidewalks entitled ***Sidewalk Compliance, Maintenance & Repair Review*** (available at https://tinyurl.com/bdds5znc) which gives a very detailed summary of many topics involving sidewalks. Again, this was easy to find on their web site, and none similar was found with Amherst.

On the plus side, I did talk to the Planning Department Director Daniel Howard on issues involving the sidewalk and he was already looking into the process there.

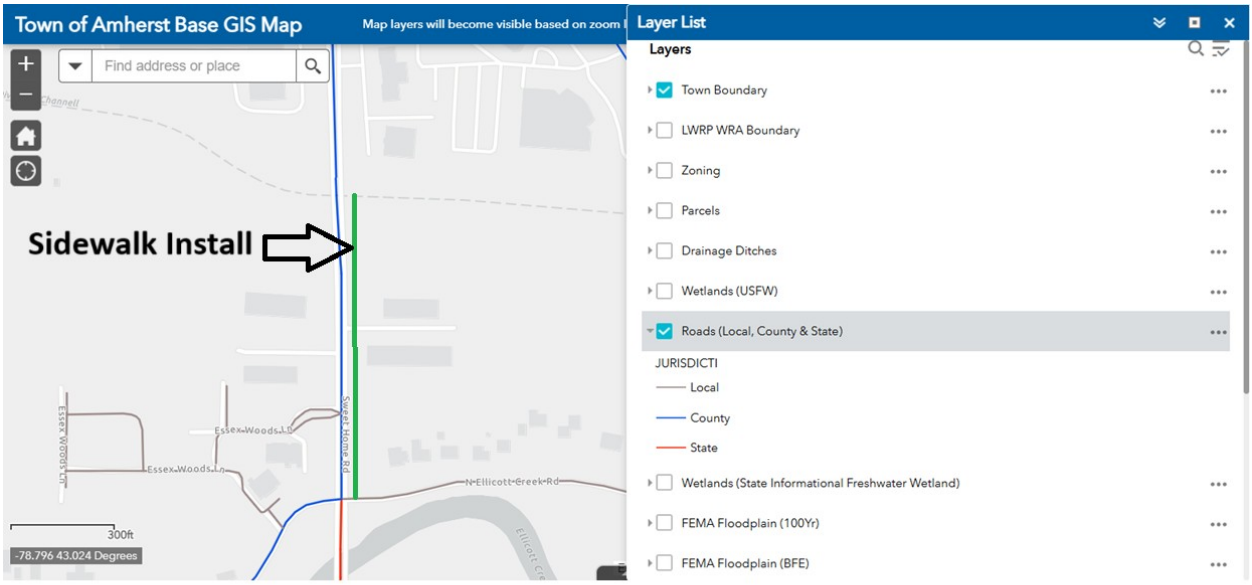
A journey of a thousand miles begins with a single step; our single step has been taken.

Joe Voytovich

Attachment: Sidewalk Comment 9-2-2005 (COM-2025-86 : Correspondence from Joe Voytovich - Sidewalks)



Attachment: Sidewalk Comment 9-2-2005 (COM-2025-86 : Correspondence from Joe Voytovich - Sidewalks)



Attachment: Sidewalk Comment 9-2-2005 (COM-2025-86 : Correspondence from Joe Voytovich - Sidewalks)

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Town Clerk
DOC ID: 30834

COMMUNICATION 2025-87

REFERRED

Summons and Complaint: Selene Finance LP Vs. Town of Amherst Et Al.

9/2/2025
Referred to Town Attorney

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

Index Number: 810953/2025 Filed: 6/25/2025

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

INDEX NO.

SELENE FINANCE LP.,

Plaintiff,

vs.

MARQUITTA K. PERRY A/K/A MARQUITA K. PERRY; TOWN OF AMHERST, NY; COMMISSIONER, ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES,

"JOHN DOE #1" through "JOHN DOE #12," the last twelve names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises, described in the complaint,

Defendants.

Plaintiff designates ERIE as the place of trial situs of the real property

SUMMONS

Subject Property:
97 MCPARLIN AVENUE
CHEEKTOWAGA, NY 14225

To the above named Defendants

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York) in the event the United States of America is made a party defendant, the time to answer for the said United States of America shall not expire until (60) days after service of the Summons; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Attachment: DOC082625-08262025131514 (COM-2025-87 : Summons and Complaint: Selene Finance LP Vs. Town of Amherst Et Al.)

25-289743 - VaG

Drafter:Vanessa George

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to the mortgage company will not stop the foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Please take further notice that any right you may have pursuant to the Fair Debt Collection Practices Act to dispute the validity or amount of the debt does not change the time within which you must answer this summons and complaint. You must follow the instructions contained in the summons even if you dispute the validity or amount of the debt.

Dated: May 13, 2025

Robertson, Anschutz, Schneid,
Crane & Partners, PLLC
Attorney for Plaintiff

BY: _____
[ ] SARA Z. BORISKIN, ESQ.
[ ] ANTHONY CELLUCCI, ESQ.
[ ] SCOTT R. WEISS, ESQ.
[X] KELLY R. FABER, ESQ.
900 Merchants Concourse, Suite 310
Westbury, NY 11590
516-280-7675

Attachment: DOC082625-08262025131514 (COM-2025-87 : Summons and Complaint: Selene Finance LP Vs. Town of Amherst Et Al.)

Index Number: 810953/2025 Filed: 6/25/2025

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

SELENE FINANCE LP.,

Plaintiff,

vs.

MARQUITTA K. PERRY A/K/A MARQUITA K. PERRY; TOWN OF AMHERST, NY; COMMISSIONER, ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES,

"JOHN DOE #1" through "JOHN DOE #12," the last twelve names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises, described in the complaint,

Defendants.

INDEX NO.

COMPLAINT

Subject Property:
97 MCPARLIN AVENUE
CHEEKTOWAGA, NY 14225

The complaint of the above-named plaintiff, by Robertson, Anschutz, Schneid, Crane & Partners, PLLC, its attorneys, alleges upon information and belief as follows:

1. Plaintiff is organized under the laws of the United States of America or its state of formation.
2. On November 16, 2007, MARQUITTA K. PERRY A/K/A MARQUITA K. PERRY duly executed and delivered a note whereby MARQUITTA K. PERRY A/K/A MARQUITA K. PERRY promised to pay the sum of $85,655.00 plus interest as set forth in said note. A copy of said note is annexed hereto.
3. Plaintiff, directly or through an agent has complied with all applicable laws in an attempt to establish ownership and/or possession of the subject note and the right to foreclosure of same. Plaintiff has possession and control of the original note and mortgage, which note is secured by the mortgage identified below, and the said note is either made payable to Plaintiff or is duly indorsed. To the extent that the original note or interim assignments of mortgage are lost or unavailable, Plaintiff has the right to foreclose the subject note and mortgage pursuant to New York law.

Attachment: DOC082625-08262025131514 (COM-2025-87 : Summons and Complaint: Selene Finance LP Vs. Town of Amherst Et Al.)

4. That to secure the payment of the sum represented by said note, MARQUITTA K. PERRY A/K/A MARQUITA K. PERRY, duly executed and delivered a mortgage which was recorded as follows and the mortgage tax thereon was duly paid:

   Recording Date: November 16, 2007

   County: ERIE

   Book 13380 at Page 5530

   Re-Recorded Date: June 26, 2008

   County: ERIE

   Book 13409 at Page 7296

   Said mortgage was assigned to Plaintiff by assignment of mortgage duly executed on a date prior to the filing of the complaint. A copy of said mortgage is annexed hereto.

5. Said mortgage secured the real property known as 97 MCPARLIN AVENUE, CHEEKTOWAGA, NEW YORK 14225 and by Section 102.47, Block 8, Lot 3 together with all fixtures and articles of personal property annexed to, installed in, or used in connection with the mortgaged premises, all as is more fully set forth in said mortgage. A copy of the legal description is set forth on Schedule A annexed.

6. Said loan was modified. As evidence of the modification, a Loan Modification Agreement was recorded in the Office of the County Clerk of ERIE County on July 8, 2011 in Book M 13540 at Page 3532.

7. Said loan was further modified. As evidence of the modification, a Loan Modification Agreement was recorded in the Office of the County Clerk of ERIE County on March 21, 2024 in Book M 14121 at Page 3196.

8. Said loan was further modified. As evidence of the modification, a Loan Modification Agreement was executed on or about August 16, 2024.

9. Plaintiff is the owner and holder of said note and mortgage or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the said note and mortgage.

10. Plaintiff has complied with all conditions precedent contained in the mortgage, if any.

Attachment: DOC082625-08262025131514 (COM-2025-87 : Summons and Complaint: Selene Finance LP Vs. Town of Amherst Et Al.)

11. To the extent applicable, Plaintiff has complied with RPAPL 1304 and RPAPL 1306.
12. To the extent applicable, Plaintiff has complied with all of the provisions of Banking Law section 595-a and any rules and regulations promulgated thereunder, Banking Law sections 6-1 and 6-m.
13. That Defendants failed to comply with the conditions of the note and mortgage by failing to make the payment that became due on November 1, 2024 and each subsequent payment thereafter.
14. That by reason of such defaults, Plaintiff hereby declares the balance of the principal indebtedness immediately due and payable.
15. That there is now due and owing to the plaintiff, the principal sum of $158,927.27 with interest thereon from October 1, 2024 plus accumulated late charges together with any sums advanced by the plaintiff on behalf of defendant.
16. That plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment after the date of the commencement of this action, of any or all of the defaults mentioned herein; and such election shall continue and remain effective until the costs and disbursements of this action, and any and all future defaults under the aforesaid bond or note and mortgage, and occurring prior to the discontinuance of this action are fully paid.
17. That to protect its security afforded by said note and mortgage, it may be necessary for the plaintiff to pay taxes, assessments, water rates and insurance premiums which are, or may become liens on the mortgaged premises, and any other charges for the protection of the premises, and plaintiff hereby demands that any amounts which may be so expended shall be added to the amount of the principal sum secured by said note and mortgage, together with interest from the time of any such payment, and that the same be paid to the plaintiff from the proceeds of the foreclosure sale herein.
18. That the plaintiff alleges that no other proceedings have been had for the recovery of the mortgage indebtedness or if any such action is pending, a final judgment was not rendered in favor of Plaintiff and such action is intended to be discontinued.
19. That plaintiff further alleges that all the defendants have, or may claim to have, some interest in, or lien upon the mortgaged premises, or some part thereof, which interest or lien, if any, is subject and subordinate to the lien of the mortgage being foreclosed.

Attachment: DOC082625-08262025131514 (COM-2025-87 : Summons and Complaint: Selene Finance LP Vs. Town of Amherst Et Al.)

20. The description of each of the named party defendants interest is set out on Schedule "B" annexed.

21. The interest or lien of each of the named party defendants, if any, is set forth in Schedule "C" annexed.

22. The terms of said mortgage provide that defendants shall be liable to plaintiff for reasonable attorneys' fees incurred by plaintiff to protect or enforce plaintiff's security interest in the premises.

23. That the sale of the mortgaged premises and title thereto are subject to the state of facts an accurate survey will show; all covenants, restrictions, easements, agreements and reservations, if any, of record, and to any and all violations thereof; any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any; any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and any violation of the same; the physical condition of any building or structure on the premises as of the date of closing hereunder; rights of tenants in possession, if any; prior mortgages and judgments, if any, now liens of record; right of Redemption of United States of America, if any; rights of any defendants pursuant to CPLR Section 317, CPLR Section 2003 and CPLR Section 5015, if any; any and all Hazardous Materials in the premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and other conditions as set forth in the terms of sale more particularly to be announced at the sale.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Attachment: DOC082625-08262025131514 (COM-2025-87 : Summons and Complaint: Selene Finance LP Vs. Town of Amherst Et Al.)

WHEREFORE, plaintiff demands judgment against the defendants as follows:

A. The defendants and each of them, and all persons claiming under them, or any of them subsequent to the commencement of this action and the filing of the Notice of Pendency thereof, may be barred and foreclosed of all right, title, claim, lien and equity of redemption in the mortgaged premises;

B. Said mortgaged premises be sold subject to the state of facts an accurate survey will show; all covenants, restrictions, easements, agreements and reservations, if any, of record, and to any and all violations thereof; any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any; any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and any violation of the same; the physical condition of any building or structure on the premises as of the date of closing hereunder; rights of tenants in possession, if any; prior mortgages and judgments, if any, now liens of record; right of Redemption of United States of America, if any; rights of any defendants pursuant to CPLR Section 317, CPLR Section 2003 and CPLR Section 5015, if any; any and all Hazardous Materials in the premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and other conditions as set forth in the terms of sale more particularly to be announced at the sale.

C. Said premises may be decreed to be sold in one parcel according to law subject to the various items set forth in allegations of the complaint herein;

D. The monies arising from the sale may be brought into court;

E. Plaintiff may be paid the amount due on said note and mortgage as alleged herein, together with interest to the time of such payment, together with the sums expended by plaintiff prior to and during the pendency of this action, and for thirty days after any sale demanded herein for taxes, water rates, sewer rents, assessments, insurance premiums and other necessary and essential charges or expenses in connection therewith to protect the mortgage lien, plus any sums expended for the protection or preservation of the property covered by said mortgage and note, and the amount secured thereby, with interest thereon from the time of such payment and the costs and expenses of this action including reasonable attorneys' fees so far as the amount of such monies properly applicable thereto will pay the same;

F. The plaintiff be decreed to be the owner of any and all personal property used in connection with the said mortgaged premises, except if discharged in bankruptcy;

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G. The obligors may be adjudged to pay any deficiency which may remain after applying all of said monies so applicable thereto unless the obligors were discharged in bankruptcy;

H. awarding the relief requested in the additional causes of action stated in the complaint, if any;

I. Plaintiff shall have such other and further relief or both, in the premises as shall be just and equitable.

Dated: May 13, 2025

Robertson, Anschutz, Schneid,
Crane & Partners, PLLC
Attorney for Plaintiff

BY: _____
[ ] SARA Z. BORISKIN, ESQ.
[ ] ANTHONY CELLUCCI, ESQ.
[ ] SCOTT R. WEISS, ESQ.
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516-280-7675

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

Francina J. Spoth
Town Clerk

Meeting: 09/02/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30854 **RESOLUTION 2025-775** **ADOPTED**

Resolution of the Town Board of the Town of Amherst in Support of the Proposed Legacy Village Affordable Senior Housing Project to be Located on a Portion of 3900 Maple Road

SUSPENSION AGENDA ITEM: September 2, 2025

TO: Town Board

FROM: Brian J. Kulpa, Town Supervisor

DATE: September 2, 2025

RE: **Resolution of the Town Board of the Town of Amherst in Support of the Proposed Legacy Village Affordable Senior Housing Project to be Located on a Portion of 3900 Maple Road**

WHEREAS, the senior population within Amherst and Western New York continues to increase, creating demand for affordable housing for the Town's elderly population; and

WHEREAS, the Town of Amherst recognizes the growing need for safe, accessible, and affordable housing options for its senior population; and

WHEREAS, on July 9, 2025, Southern Tier Environments for Living, Inc. ("STEL"), a New York not-for-profit corporation organized under Section 501(c)(3) of the Internal Revenue Code, with an address of 715 Central Avenue, Dunkirk, New York 14048, entered into a Purchase and Sale Agreement with the owner of an approximately 2.2-acre portion of vacant land located at the northeast portion of 3900 Maple Road in the Town of Amherst (the "Project Site"), for the purpose of developing an affordable senior housing community; and

WHEREAS, the Legacy Village Affordable Senior Housing Project (the "Project"), to be owned and developed by STEL, with RAS Development Company serving as Developer Consultant, is proposed to consist of a four-story building of approximately 83,358 square feet containing 81 units of affordable senior housing specifically designed for individuals aged 55 and older who can live independently; and

WHEREAS, the Project Site is zoned Center 5 District ("CTR-5") according to the Town of Amherst Zoning Map, which permits high-density multi-family residential or office development; and the proposed use as affordable senior housing aligns with the housing goals and objectives in the adopted Town of Amherst Bicentennial Comprehensive Plan ("Comprehensive Plan"); and

WHEREAS, the adopted Comprehensive Plan establishes a policy that "Ensuring that affordable housing is available to all residents is a priority of the Town of Amherst," and further states that, due to the large number of residents who pay high housing costs relative to their income levels, the Town should support all initiatives that increase affordable housing; and

WHEREAS, the Comprehensive Plan also emphasizes the importance of "Housing Diversity," noting that the Town must offer a range of housing options in urban, suburban, and rural areas. It states that preserving and providing a variety of housing opportunities will maintain the quality and stability of existing neighborhoods while increasing housing affordability. Additionally, new housing development should be guided by standards and criteria that ensure location and quality that complement established residential areas; and

WHEREAS, on March 4, 2025, the Town of Amherst was officially certified by New York State's Pro-Housing Communities Program as a Pro-Housing Community, a designation that recognizes the Town's commitment to addressing the statewide housing shortage, expanding access to affordable housing, and supporting policies that increase housing supply and affordability; and

WHEREAS, the Project Site is well suited to support seniors as it provides access to necessities including health care services, education, employment opportunities, and a grocery store within walking distance, as well as access to multiple public transportation routes provided by the NFTA, while also being located near Maple Road, approximately 600 feet east of Niagara Falls Boulevard, one of the Town's primary commercial corridors; and

WHEREAS, the Project Site is located within a federally designated Opportunity Zone and is also identified as part of the "Opportunity Zone Target Area," a designated priority location for funding outlined in the Town's Five-Year Consolidated Plan for HUD Entitlement Funding, and further, the site is located within a "Redevelopment Zone" and "Enhancement Area" as described by the Town of Amherst Industrial Development Agency, intended to help redevelop and reinvent older portions of Amherst; and

WHEREAS, on September 11, 2025, STEL, in collaboration with its local development team, plans to officially apply for Low Income Housing Tax Credits ("LIHTC") through New York State's Housing and Community Renewal agency ("NYSHCR") to fund the construction of Legacy Village; and

WHEREAS, no later than September 22, 2025, STEL intends to submit a Major Site Plan Application to the Town of Amherst Planning Department to seek Site Plan Approval for the proposed project, and the anticipated public hearing date to be held by the Town of Amherst Planning Board is November 20, 2025; and

WHEREAS, Legacy Village will include universal design features, visitable units, energy-efficient systems, and on-site amenities such as a fitness center, community room, gathering spaces, laundry facilities, and outdoor recreation areas, all intended to promote independence, healthy aging in place, and a higher quality of life; and

WHEREAS, STEL, in connection with RAS Development Company as Developer Consultant and other professional third-party associates, has extensive experience in planning, financing, and delivering affordable and supportive housing communities throughout New York State; and

WHEREAS, the Project will support the Town's economic and community development goals by creating construction jobs, permanent employment opportunities, and improving the quality of life for senior residents; and

WHEREAS, the Town Board of the Town of Amherst endorses the efforts of STEL and RAS Development Company to obtain necessary financing for the Project through New York State Housing and Community Renewal, Low-Income Housing Tax Credits, and other relevant funding sources; now

THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Amherst hereby adopts this resolution for inclusion with an application for Low Income Housing Tax Credits ("LIHTC") through New York State's Housing and Community Renewal agency ("NYSHCR") to finance the construction of the Legacy Village Project.

9/2/2025

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

FINANCIAL IMPACT:

n/a

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