Amherst Town Board

Regular Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, April 5, 2021 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on April 5, 2021 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Remote	
Jacqualine Berger	Town of Amherst	Deputy Supervisor	Remote	
Deborah Bruch Bucki	Town of Amherst	Councilmember	Remote	
Shawn Lavin	Town of Amherst	Councilmember	Remote	
Michael Szukala	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Remote	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Remote	
Stanley J. Sliwa	Town of Amherst	Town Attorney	Remote	
Daryl Bramer	Town of Amherst	Comptroller	Remote	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Remote	
Dan Howard	Town of Amherst	Planning Director	Present	
Nicole M. Burroughs	Town of Amherst	Senior Paralegal	Present	

V. MINUTES APPROVAL

1. Monday, March 22, 2021

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

The April 5th Town Board meeting may be accessed via Zoom at the following link:

https://us02web.zoom.us/j/88681774734?pwd=M0h4RWNpcUp0Q1pZZTNtellkdE1BZz09

Meeting ID: 886 8177 4734
Passcode: 992221

Or via phone by dialing 1-929-205-6099 and utilizing the same Meeting ID and Passcode.

Audio/Call-In Instructions: Note to callers your phone number will display to the public, to conceal your number enter *67 before you enter the phone number below. To comment during the public hearing call-in participants must dial *9 to "raise your hand" to be recognized for speaking.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2021-153

Amend the Audubon Development Plan and the Zoning Map to Reclassify 2160 & 2170 North Forest Road from NCD-SA to NCD-ND

DRAFT RESOLUTION
(2/22/21)

Amend the Audubon Development Plan and the Zoning Map
[2160 & 2170 North Forest Road (NCD); Z-2020-06]

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of January 21, 2021 that the proposed New Community District - Neighborhood District (NCD-ND) classification at 2160 & 2170 North Forest Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed classification is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed classification at this location, and be it further

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

1. That the petitioner include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage.

2/22/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at

7:32 PM.

Sean Hopkins, Esq. presented.

The following speakers addressed the Town Board:
Joseph Hausbeck, 2180 N. Forest Rd. - Spoke in opposition; does not fit the concept of the neighborhood; submitted a letter listing various concerns
Fran Cummings, 2200 N. Forest Rd. - Voiced her concerns; property floods; traffic
Karen Macris, 2230 N. Forest Rd. - Asked questions; concern of dorm-like apartments; dumpster location and noise

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to March 8th. The motion was seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was adjourned at 8:17 PM.

3/8/2021
A motion to adjourn to April 5th was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

4/5/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Sean Hopkins, Esq. presented updated plans.

The following speakers addressed the Town Board:
Fran Cummings, 2200 N. Forest Rd. - Concerned about it being student housing, lighting spillover, flooding and traffic
Joseph Hausbeck, 2180 N. Forest Rd. - Concerned about excavation of the site and the project being too large

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to April 19th. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:34 PM.

4/19/2021
Per Supervisor Kulpa, the Petitioner has requested an adjournment. Supervisor Kulpa then moved to Adjourn to May 3rd, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The hearing was adjourned at 7:09 PM.

5/03/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:09 PM.

Sean Hopkins, Esq. presented updated plans.

The following speaker addressed the Town Board:
Fran Cummings, 2200 N. Forest Rd. - Voiced her continued concerns regarding flooding, student housing in their senior citizen community

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was closed at 7:29 PM.

1/18/2022
A motion was made by Supervisor Kulpa to remove from Unfinished Business, seconded by Councilmember Bucki and unanimously approved 5-0.

A motion was made by Supervisor Kulpa to schedule a public hearing for the February 28th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 4/19/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Deputy Supervisor	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

2. Resolution 2021-154

Amendments to Chapter 44, Rental Unit Registration

The purpose of this Local Law shall be to amend Chapter 44-3(B) of the Code of the Town of Amherst with respect to exemptions for rental unit registrations in the Town of Amherst.

2/22/2021
A motion to adjourn to March 22nd was made by Supervisor Kulpa, Seconded by Deputy Supervisor Berger and unanimously approved 5-0.

3/22/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:02 PM.

Stan Sliwa, Town Attorney, presented.

Don Smith, N Long St. - question about the exact law the Board would approve

A motion to adjourn the public hearing until April 5th was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

4/5/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:36 PM.

Stan Sliwa, Town Attorney, presented.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was closed at 7:38 PM.

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

3. Resolution 2021-243

39 Getzville Road Rezoning

Adoption of Local Law to Amend the Zoning Map
(39 Getzville Road, Z-2020-10)

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of January 21, 2021 that the proposed Community Facilities (CF) zoning at 39 Getzville Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map.

3/22/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:25 PM.

Don Hoefler of LaBella Associates presented. Don Philips of Daemen College also spoke.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing and set a decision date for April 5th. The motion was seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was adjourned at 7:34 PM.

4/5/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:39 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to April 19th. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:42 PM.

4/19/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:10 PM.

Daemen College President, Gary Olson, answered questions from the Board. He stated their intention is not to demolish the house at 39 Getzville Road.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:18 PM.

A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Councilmember Bucki voted for approval based on Dr. Olson's comment that there is no intention to demolish the house at 39 Getzville Road.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 4/19/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Deputy Supervisor	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

4. Resolution 2021-285

2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000)

Public hearing for the 2021 Red Oak Waterline Replacement, Phase II, Bond Resolution - $1,000,000.00, 2021-2026 C.I.P. - Project Nos. E-20, E-21 and E-43.

Kindly adopt the attached SEQR Determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed.**

4/5/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:43 PM.

Jeff Burroughs, Town Engineer presented.

A motion to adopt the SEQR was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. A motion to close the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved

5-0. The public hearing was closed at 7:49 PM.

Vote for this Bond will be taken under Town Attorney Res 2021-293.

RESULT:	**HEARING CLOSED**

VIII. 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 (1)**

3. **Amherst Community Diversity Commission (9)**

4. **Amherst Conservation Advisory Council (4)**

5. **Amherst Industrial Development Agency**

   Membership is full.

6. **Amherst Veterans Committee (5)**

7. **Arts & Culture in Public Places Board (5)**

8. **Board of Assessment Review**

   Membership is full.

9. **Board of Electrician Examiners**

   Membership is full.

10. **Board of Ethics**

    Membership is full.

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

    Membership is full.

12. **Citizens Financial Advisory Committee (2)**

13. **Design Advisory Board**

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

15. **Employee Suggestion Review Committee**
    Membership is full.

16. **Energy Conservation Citizens Advisory Committee (4)**

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

18. **Glen Park Joint Board**
    Membership is full.

19. **Government Study Committee (2)**

20. **Historic Preservation Commission (1)**

21. **Information Technology Advisory Committee (2)**

22. **Library Board of Trustees**
    Membership is full.

23. **Minority / Woman Owned Business (4)**

24. **Open Government Advisory Board (4)**

25. **Planning Board**
    Membership is full.

26. **Recreation Commission (2)**

27. **Recycling and Waste Committee (3)**

28. **Senior Services Advisory Board (2)**

29. **Traffic Safety Board**
    Membership is full.

30. **Youth Board (7)**
    Adult vacancies (7), Youth vacancies (0)

31. **Zoning Board of Appeals**
    Membership is full.

IX. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 7:50 PM.

The following speakers addressed the Town Board:
Robert Yunkes, 100 Frankhauser - Pedestrian entrances to Westwood Park off of Frankhauser Road
Don Smith, N. Long St. - Amherst Central Park Task Force information on Town's website

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was closed at 8:01 PM.

X. CONSENT AGENDA

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

XI. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2021-286

License Agreement : Village Preservation Foundation (CRS #2493)

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement for the Village Preservation Foundation to use the Town Lot for the Williamsville Farmer's Market for the year 2021. (CRS #2493).

<u>4/5/2021</u>
Consent

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

2. Resolution 2021-287

Fee Reduction for Tent Permits for Merchants/Vendors for Markets

WHEREAS, the Coronavirus (COVID-19) pandemic has had a severe impact on community members and businesses, and has been felt in terms of local economy and finances; and

WHEREAS, many such local businesses rely on brick and mortar retail structures which are not COVID-19 compliant or cannot be adapted as such; and

WHEREAS, in December 2020 a no-fee Winter Holiday Market was organized to assist such businesses and community members, and was found to be successful in assisting such businesses by providing a safe, COVID-19 compliant location, at no cost to either businesses or guests; and

WHEREAS, such a market can be replicated to continue to assist businesses, guests, and community members,

NOW, THEREFORE, BE IT RESOLVED, that TOWN supports the planning and organizing of 4 additional seasonal markets to be hosted on the TOWN property, located at 359 Klein Road, also known as Bassett Park, or other TOWN owned property deemed suitable; and

BE IF FURTHER RESOLVED, that if a vendor is participating in multiple markets, a reduced tent permit fee need only be submitted once for participation in any or all of the 4 planned markets at Bassett Park; and

BE IT FURTHER RESOLVED, that a reduction in traditional fees are provided for the sole purpose of assisting struggling businesses with costs associated with permit fees; and

BE IT FURTHER RESOLVED, that all participating vendors must sign, submit, and follow fire safety and general safety requirements as defined by the Tent Permit Procedures application and submit the reduced-fee payment to the Town Clerk prior to participating in any event; and

BE IT FURTHER RESOLVED, all contracts, insurance requirements, and fire safety requirements, must still be collected and approved by the Resource Coordinator prior to each market; and

BE IT FURTHER RESOLVED, that TOWN supports the temporary reduction of the $50.00 tent permit fee to $25.00.

4/5/2021
Consent

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

3. Resolution 2021-288

Appointment to Zombie Property Task Force

WHEREAS, the Town of Amherst has secured a grant pertaining to the Zombie and Vacant Property Remediation and Prevention Initiative through the Local Initiatives Support Corporation; and

WHEREAS, a Zombie property is a vacant property that the owner has vacated due to notice of or commencement of the Foreclosure process, but the bank has not completed the foreclosure; and

WHEREAS, the Town of Amherst has established the Zombie Property Task Force to remediate distressed and vacant properties; and

WHEREAS, the Town of Amherst Zombie Property Task Force has 11 members, one of which is the Town Board liaison, with the remaining 10 being Town of Amherst residents; and

WHEREAS, Adrienne Kotler has expressed interest in serving on this Task Force; and

THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Adrienne Kotler to the Zombie Property Task Force for a term ending June 30th 2022.

4/5/2021
Consent

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

B. DEPUTY SUPERVISOR BERGER:

1. Resolution 2021-289

Amherst Recreation Commission Appointment

WHEREAS, the Amherst Town Recreation Department, also known as the Amherst Recreation Commission or Rec Commission, maintains a strong liaison with the Amherst Town Board; and

WHEREAS, activity volunteers and the varied recreation and sport constituencies conduct programming and competitions on Town property through shared communication, trust, and

strategies which serve and promote the advancement of recreational participation for all age levels in Amherst; and

WHEREAS, Richard A. Duquin, Jr. has expressed interest in serving on the Amherst Recreation Commission; and

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Richard A. Duquin, Jr. to serve through December 31, 2027.

4/5/2021
Consent

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

2. Resolution 2021-290

Energy Conservation Citizens' Advisory Committee

WHEREAS, the Town of Amherst created a Committee to provide guidance to the Board and Town employees on matters relating to energy consumption, and where economically feasible, to advocate projects which will not only control energy costs, but will help the Town implement the Mayors Climate Protection Agreement; and

WHEREAS, this committee is called the Energy Conservation Citizens' Advisory Committee (ECCAC) which is comprised of eight (8) members that serve four (4) year terms; and

WHEREAS, Town resident John Szalasny has served this committee and has expressed interest in serving again.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints John Szalasny to a term to conclude December 31, 2024.

4/5/2021
Consent

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

3. Resolution 2021-291

Personal Protective Fire Gear and Equipment

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

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

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

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

4/5/2021
Consent

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

C. COUNCILMEMBER BUCKI:

D. COUNCILMEMBER LAVIN:

1. Resolution 2021-292

Appointment to the Zoning Board of Appeals

WHEREAS, pursuant to the provisions of Section 267 of the New York State Town Law, the Town of Amherst maintains a Zoning Board of Appeals (ZBA) consisting of five (5) members appointed by the Amherst Town Board (Town Board), each for a term of five (5) years, with terms concluding on a staggered basis; and

WHEREAS, the ZBA is authorized to grant relief from any provision of the Town of Amherst Zoning Ordinance or any decision of an administrative official charged with the enforcement of that ordinance; and

WHEREAS, the ZBA is empowered to grant special use permits in certain instances as

spelled out in the Zoning Ordinance and Amherst Town Law specifies the grounds and criteria that the ZBA must use to grant a variance; and

WHEREAS, Kelly J. Philips has expressed interest in serving on the Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Kelly J. Philips to the Zoning Board of Appeals for a term to conclude December 31, 2025.

4/5/2021
A motion to approve was made by Councilmember Lavin, seconded by Councilmember Szukala and approved via Roll Call vote 4-1 (nay, Berger).

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Shawn Lavin, Councilmember
SECONDER:	Michael Szukala, Councilmember
AYES:	Kulpa, Bucki, Lavin, Szukala
NAYS:	Berger

E. COUNCILMEMBER SZUKALA:

XII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2021-293

2021 Waterline Replacement - Red Oak Phase II (Bond Resolution - $1M)

AGENDA ITEM - APRIL 5TH, 2021

TO: **Town Board**

FROM: **Stanley J. Sliwa, Esq., Town Attorney**

DATE: **March 31, 2021**

RE: **2021 Waterline Replacement**
2021-2026 C.I.P. - Project Nos. E-20, E-21 and E-43
Bond Resolution - $1,000,000.00

The above-referenced matter is scheduled for a Public Hearing on April 5, 2021 at 7:00 p.m. In this regard, kindly adopt the attached bond documents **once the SEQR Determination has been adopted and the Public Hearing has been deemed closed.**

Thank you.

SJS:nmb
Attachments
c: Kathy Cooper, Deputy Town Clerk
(*w/attachments,* **Agenda Item: April 5th, 2021**)
Daryl C. Bramer, Town Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Daniel C. Howard, AICP, Assistant Director of Planning *(w/attachments)*
Ellen M. Kost, AICP, Assistant Director of Planning *(w/attachments)*
Jeffrey S. Burroughs, PE, Town Engineer *(w/attachments)*
Marc A. Bellacose, Junior Municipal Engineer *(w/attachments)*

4/5/2021
A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2021-294

Recreation Facilities Improvements (Bond Resolution - $1.7M)

AGENDA ITEM - APRIL 5TH, 2021

TO: **Town Board**

FROM: **Stanley J. Sliwa, Esq., Town Attorney**

DATE: **March 31, 2021**

RE: **Recreation Facilities Improvements**
2021-2026 C.I.P. Project YR-1A
Bond Resolution - $1,700,000.00

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $1,700,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does ***not*** require a public hearing to be held

because the improvement is a Town improvement not involving a special district.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item - April 5th, 2021**)
Daryl Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Ellen M. Kost, Assistant Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Brian J. Armstrong, Assistant Municipal Engineer (*w/attachment*)
Mary-Diana Pouli, Executive Director
Town of Amherst Youth and Recreation Department (*w/attachment*)
Eric W. Guzdek, Recreation Specialist
Town of Amherst Youth and Recreation Department *(w/attachment)*

4/5/2021
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2021-295

Northtown Center at Amherst - North End Underfloor Heat Repair (Bond Resolution - $100,000)

AGENDA ITEM - APRIL 5TH, 2021

TO: **Town Board**

FROM: **Stanley J. Sliwa, Esq., Town Attorney**

DATE: **March 31, 2021**

RE: **Northtown Center at Amherst**

North End Underfloor Heat Repair
2021-2026 C.I.P. Project YR-9A
Bond Resolution - $100,000.00

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $100,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does ***not*** require a public hearing to be held because the improvement is a Town improvement not involving a special district.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item - April 5th, 2021**)
Daryl Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Ellen M. Kost, Assistant Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Brian J. Armstrong, Assistant Municipal Engineer (*w/attachment*)
Mary-Diana Pouli, Executive Director
Town of Amherst Youth and Recreation Department (*w/attachment*)
Eric W. Guzdek, Recreation Specialist/General Manager
Town of Amherst Youth and Recreation Department *(w/attachment)*

4/5/2021
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

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

4. Resolution 2021-296

License Agreement - 145 San Fernando Lane (Minervini)

TO: **Town Board**

FROM: **Nicole M. Burroughs, Senior Paralegal**

DATE: **March 31, 2021**

RE: **Request for License Agreement**
Installation of In-Ground Pool, Concrete Walkway, Fence and Gate
Property Located At:
145 San Fernando Lane, East Amherst, New York 14051

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement.

The owners of the above-referenced property are seeking permission to construct and install an in-ground pool, concrete walkway, fence and gate that would encroach into an existing Town-owned easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item: April 5th, 2021**)
Tim Lucey, General Crew Chief, Highway Department *(w/attachment)*

4/5/2021
Consent

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

5. Resolution 2021-297

Settlement of Article 7 Tax Certiorari - 5271 Main Street LLC

Kindly adopt a resolution approving the settlement below for the following Article 7 Tax Certiorari case filed in Erie County entitled:

5271 Main Street LLC v. Town of Amherst

5271 Main Street. SBL #80.08-8-1.1
Index#809028/2017;810337/2018;808983/2019; 807608/2020

Current AV is $7,280,000.

17/18, 18/19; 19/20; 20/21 are dismissed;
20/21 & 21/22 are set at $2,518,970 FMV (Amount provides for previous dismissals).
22/23 is set at $5,829,000 FMV.

RPTL 727 applies.

The Senior Deputy Attorney, Assessors Office and Town Clerk are authorized and directed to take all necessary steps to implement this resolution.

4/5/2021
Consent

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

6. Resolution 2021-298

Settlement of Article 7 Tax Certiorari - Northwest Savings Bank

Kindly adopt a resolution approving the settlement below for the following Article 7 Tax Certiorari case filed in Erie County entitled:

Northwest Savings Bank v. Town of Amherst

3150 Sheridan Drive. SBL #67.06-2-23
Index#807790/2020

Current AV is $1,130,000.

20/21 is dismissed.
21/22; 22/23 and 23/24 are set at $928,000.

RPTL 727 applies.

The Senior Deputy Attorney, Assessors Office and Town Clerk are authorized and directed to take all necessary steps to implement this resolution.

4/5/2021
Consent

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

7. Resolution 2021-299

Settlement of Article 7 Tax Certiorari - Sher Bail Associates LLC

Kindly adopt a resolution approving the settlement below for the following Article 7 Tax Certiorari case filed in Erie County entitled:

Sher Bail Associates LLC v. Town of Amherst

3920 Sheridan Drive. SBL #67.07-6-6.1
Index#807790/2020

Current AV is $14,000,000.

20/21 is dismissed.
21/22; 22/23 and 23/24 are set at $13,600,000.

RPTL 727 applies.

The Senior Deputy Attorney, Assessors Office and Town Clerk are authorized and directed to take all necessary steps to implement this resolution.

4/5/2021
Consent

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

8. Resolution 2021-300

Settlement of Article 7 Tax Certiorari - Sutton Place of Amherst LLC

Kindly adopt a resolution approving the settlement below for the following Article 7 Tax Certiorari case filed in Erie County entitled:

Sutton Place of Amherst LLC v. Town of Amherst

102-Traver Cir. SBL #26.03-2-7 Index#808977/2019, 806843/2020

Current AV is $10,042,000.

19/20 is dismissed;
20/21 & 21/22 is set at $9,009,000 AV.

The Senior Deputy Attorney, Assessors Office and Town Clerk are authorized and directed to take all necessary steps to implement this resolution.

4/5/2021
Consent

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

B. TOWN CLERK:

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2021-301

Budget Transfers and Amendments

For April 5, 2021 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 3/31/2021
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 - 2021

FROM: ***TO:***

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
N2023.02785 CDBG & VG - PI $100.00	N2023.4000 Contractual $100.00
To recognize Community Development program income from 299 Harding Road, Williamsville.	
N2044.02785 Cheektowaga Home Rehab - PI $29,250.00	N2044.4000 Contractual $29,250.00
N2049.02785 Cheektowaga Home Admin- PI $3,250.00	N2049.4003 Admin Fee $3,250.00
To recognize Community Development program income from 64 Randolph Ave, Cheektowaga.	
N2050.02785 Tonawanda Home - PI $5,000.00	N2050.4000 Contractual $5,000.00
To recognize Community Development program income from 190 Newell Ave, Tonawanda.	
N2044.02785 Cheektowaga Home Rehab - PI $11,920.55	N2044.4000 Contractual $11,920.55
N2049.02785 Cheektowaga Home Admin- PI $1,324.50	N2049.4003 Admin Fee $1,324.50
To recognize Community Development program income from 92 Currier Ave, Cheektowaga.	
N2044.02785 Cheektowaga Home Rehab - PI $2,592.00	N2044.4000 Contractual $2,592.00
N2049.02785 Cheektowaga Home Admin- PI $288.00	N2049.4003 Admin Fee $288.00
To recognize Community Development program income from 66 Hillpine Dr, Cheektowaga.	
N0001.20063 CDBG Income $4,190.00	N1521.4000 Contractual $4,190.00
To recognize Community Development drawdowns for PO 22123555.	

4/5/2021
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2021-302

Award Bid #2021005 - Adulticides and Pesticides - CRS #2534, 2535, 2536 & 2537

WHEREAS, bids were received by the Contract Compliance & Administration Department on March 18, 2021 for Bid #2021005 Adulticides and Pesticides; and

WHEREAS, four (4) vendors submitted bids, as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, that bid items be awarded as follows: Adapco LLC (CRS #2534) - Items 11, 12, 13, 15, 21, 22 & 23; Veseris (CRS #2535) - Items 2, 3, 4, 5, 9 & 20; Clarke Mosquito Control (CRS #2536) - Items 2, 3, 4, 5, 8, 14, 16, 17, 18, 19 & 20; and Summit Chemical (CRS #2537) - Items 6, 7 & 10; and

BE IT FURTHER RESOLVED, that all vendors deliver via third party shipping companies and will not be on Town property, so we are requesting an insurance waiver; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Adapco LLC, Veseris, Clark Mosquito Control and Summit Chemical; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the contract routing system due to the current contracts expiring on April 5, 2021.

4/5/2021
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and approved via Roll Call vote 4-1 (nay, Bucki).

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Councilmember
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING:

1. Resolution 2021-303

2021-2026 CIP Amendment

The Engineering Department is recommending amendment of the 2021-2026 CIP for the below projects in the amounts shown in the table below. This amendment will allocate adequate funding for an emergency waterline replacement project not currently in the CIP.

CIP No.	Project Description	Amended/ Current Allocations	Amend To
E-20	Red Oak Drive Waterline Replacement	$300,000	$265,000
E-21	Robinhill Road & Swanson Terrace Waterline Replacement	$700,000	$610,000
E-43 (New)	Sweet Home Road Waterline Replacement	$0	$125,000
	Total	**$1,000,000**	**$1,000,000**

Please approve this amendment to the 2021-2026 CIP and reassign the funding identified above. Please note that the above request is a budget neutral amendment.

4/5/2021
Consent

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

2. Resolution 2021-304

Lift Station Generator Repair & Maintenance Contract Extension CRS No. 2526

The Engineering Department, WPCF division, is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with FM Generator, Inc. The terms and conditions within Town of Amherst Bid 2018033 Lift Station Generator Repair and Maintenance shall remain the same. This extension would run from date of execution by the Town of Amherst through January 09, 2023.

Funding is available Town-wide using various accounts.

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

Thank you for considering this request.

4/5/2021
Consent

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

3. Resolution 2021-305

Tabware Software Maintenance & Support Renewal CRS 2488

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. This vendor is a sole source provider of this service for this software product. 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, 2021 through May 05, 2022. 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 has successfully completed the contract review process.

Funds for this request are available in G9916-4110.

Thank you for considering this request.

4/5/2021
Consent

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

4. Resolution 2021-306

Sodium Bisulfate Contract Extension CRS 2527

The Engineering Department, WPCF division, is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PVS Chemical Solutions, Inc. The terms and conditions within Town of Amherst Bid 2017032 Sodium Bisulfate shall remain the same. This extension would run from date of execution by the Town of Amherst through November 21, 2021.

Funds for this request are available in G9916-4820

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

Thank you for considering this request.

4/5/2021
Consent

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

5. Resolution 2021-307

Amherst Police & Court HVAC System Improvements - Phase IV Change Order No. 2 & Final CRS 2500

We are requesting the Town Board consider approval of the above referenced Change Order, which increases the overall contract amount by $2,879.32. This change order is required to repair and replace several existing smoke dampers that were to remain and be retrofitted with electric actuators but were ultimately found to be non-operational. This change order will also provide for a final quantities materials adjustment for this project.

Funding is available for this change order from the project bond account KP2006.4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

4/5/2021
Consent

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

6. Resolution 2021-308

Award of Bid - Highway Department Sale of Surplus Asphalt Millings American Paving & Excavating, Inc.

Upon direct solicitation of more than 30 vendors, three (3) sealed bids were received on March 25, 2021, for the above referenced project. After review of the bid, we recommend award of the contract to American Paving & Excavating, Inc., 5880 Thompson Rd., Clarence Center, NY 14032, based on their bid of $16,800.00 for the purchase and removal of 14,000 tons of millings from the Highway Department.

Monies received from the sale of these millings is to be deposited into the Highway Millings Revenue account number D5112-02651.

May I please have your approval to award American Paving & Excavating, Inc. the above referenced contract?

Thank you for considering this request.

4/5/2021

Consent

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

7. Resolution 2021-309

Award of Bid - 2021 Asphalt Milling, Paving and Repair Contract D & H Paving, LLC

On March 25, 2021, six (6) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation and bid evaluation section projected cost estimate, we recommend that D&H Paving, LLC, 485 Kennedy Rd., Cheektowaga, NY 14227, be awarded all of the attached unit cost bid items; Items 1.1 - 1.7, 2.1 - 2.4A, 3.1 - 3.3. The above contract shall be effective from execution through December 31, 2021.

Funds are available for this contract from various townwide accounts in an amount to be determined.

Please authorize the Supervisor to sign the above contract with D&H Paving, LLC.

4/5/2021
Consent

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

8. Resolution 2021-310

Award of Flow Meter Data Acquisition & Hosting Services Trimble, Inc. CRS 2521

The Engineering Department - Sewer Maintenance Division is continuing its Town wide sanitary flow metering program to monitor sanitary sewer flows for flow studies and billing purposes.

The Town currently has ten (10) Telog data collectors throughout the Town that collect and transmit data to the Telog hosting site. The Town can view this information in real-time and currently uses this data for sewer studies and also billing the Village of Williamsville for sewage treatment. Our Wastewater Treatment facility also utilizes the Telog system to monitor the Sheridan Drive 54" Interceptor for Treatment Plant operations during high flow events.

The Town has received a proposal quotation from Trimble Unity Remote Monitoring services from January 1, 2021 through December 31, 2021 at a cost of $2,400.00.

We are also requesting that the Town Board approve a waiver of insurance as hosting services will all be done off-site. Funds are available for the above within account G9000-4090.

This request has successfully completed the contract review process. Thank you for considering our request.

4/5/2021
Consent

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

9. Resolution 2021-311

Amherst Police Training Center Shooting Range - Change Order No. 3 & Final CRS 2496

We are requesting the Town Board to consider approval of the attached Change Order, which calls for a $11,873.54 increase in the contract amount. This Change Order will cover the costs of additional work and materials associated with replacement of an existing concrete floor that spalled during construction. This change will also accommodate additional drywall installation and a credit associated with lintel changes that simplified the removal of existing walls.

Funds for this change order are available from this project's capital account KP2009.4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

4/5/2021
Consent

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

10. Resolution 2021-312

Amherst Police Training Center Shooting Range Change Order No. 2 & Final CRS No 2495

We are requesting that the Town Board consider approval of the above referenced Change Order, which increases to the overall contract amount by $1,185.80. This final change order is required to accommodate the installation of additional range status indicator lights and the associated range management system programming.

Funding is available for this change order from the project bond account KP2009.4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

4/5/2021
Consent

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

11. Resolution 2021-313

WPCF Influent Worthington Pump 3 Rebuild - Change Order No. 1 CRS No. 2532

We are requesting the Town Board approve the above referenced Change Order No. 1, which calls for a $15,532.00 increase in the contract price. The project's revised contract price will be $105,532.00. This Change Order will cover the costs associated with the contractor purchasing a new lower shaft unit. The need for a new lower shaft was determined when the lower pump unit was taken apart to assess all components. The lower shaft was determined to be outside the allowable wear tolerances determined by the manufacturer and therefore must be replaced.

May we have your approval to award Corrosion Products and Equipment, Inc. the above referenced Change Order? Funding for this change order is available from the project bond account KP 2030-4972. This request is pending approval of the contract routing procedure.

Thank you for considering this request.

4/5/2021
Consent

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

12. Resolution 2021-314

WPCF Process Water Pump Improvements - Change Order No. 2 CRS No. 2529

We are requesting the Town Board approve the above referenced Change Order, which calls for a $20,202.06 increase in the contract price. The project's revised contract price will be $265,202.06. This Change Order will cover the costs associated with the Contractor supplying and installing power supply to process water pumps #1 & #3, suction pressure switch, pressure switch wiring, Hand/Off/Auto switches, concrete housekeeping pad, and to perform all the necessary program configurations. These items were not included in the original bid scope, but are necessary for a fully operational process water pump system.

Funding for this request is available from the following source:

KP-1725-4972 $20,202.06

May we have your approval to award Quackenbush Co., Inc. the above referenced Change Order? This request is pending approval of the contract routing procedure. Thank you for considering this request.

4/5/2021
Consent

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

13. Resolution 2021-315

Proposal for Smart Signal Implementation, Phase 1 CRS No. 2123

The Town of Amherst was successful in obtaining NYSERDA funding for Improving the Efficiency in New York's Transportation System in the amount of $327,034.00. The Town will combine these funds with a local share to deploy smart signals along Maple Road and Wehrle Drive at intersections where the Town owns and operates the traffic signals. This grant and project is intended to demonstrate underutilized technologies to measurably show the benefits of a network-wide deployment of smart signals, and provide insight for other agencies to implement similar projects State-wide.

Upon solicitation and advertisement of an RFP, a single proposal was received by Northeast Signal, Inc. to install Miovision Equipment for the above referenced project. After review of the proposal and qualifications, we request the Town Board approve an expenditure not to exceed $503,592.00 by Northeast Signal, Inc.

May I please have your approval to award this contract? Funding is available from the project bond account KP2010-4972. This request is pending successful completion of the contract review process. Thank you for considering this request.

4/5/2021
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2021-316

Award of 2021-22 Purchasing Maintenance Materials Bids (Sections 1-7)

The Highway Department respectfully requests that the Purchasing Maintenance Materials Bids, Section 1 through 7 be awarded to the lowest bidders within specifications as follows:

SECTION 1 : AGGREGATE MATERIAL , PLANT MIXED ASPHALT CONCRETE, PATCHING MATERIAL, HAULING AND LIQUID BITUMINOUS MATERIAL:

1-1 CRS # 2438 COUNTY LINE STONE COMPANY

1-2 CRS # 2439 NEW ENTERPRISE STONE AND LIME COMPANY
1-3 CRS # 2440 LAFARGE NORTH AMERICA (LOCKPORT)
1-4 CRS # 2441 CAMBRIA ASPHALT
1-5 CRS # 2442 LAFARGE NORTH AMERICAN (FREEDOM)
1-6 CRS # 2443 SUIT KOTE CORPORATION

SECTION 2 : PIPE, VARIOUS SIZES, INCLUDING CONCRETE, METAL, HDPE, PIPE LINER, FITTINGS, COUPLERS AND FLEXIBLE FERNCOS:

2-7 CRS # 2444 LOCK CITY SUPPLY INC.
2-8 CRS # 2445 K & S CONTRACTORS SUPPLY INC.

SECTION 3 : GEO-TEXTILE MATERIAL, SNOW FENCES AND ADA (DETECTABLE WARNING SURFACE TILE) AND GRASS PAVERS:

3-9 CRS # 2446 BUFFALO CONCRETE ACCESSORIES LLC

SECTION 4 : GRASS SEED, FERTILIZER (STARTER), TOPSOIL, SANDY LOAM, SOD, BALL DIAMOND MIXES AND FIELD MATERIALS, ENGINEERED WOOD FIBER (EWF) AND RUBBERIZED SAFETY MATERIALS (CHIPS) FOR PLAYGROUNDS:

4-10 CRS # 2447 BUFFALO ORCHARD PARK TOPSOIL INC.
4-11 CRS # 2448 SITEONE LANDSCAPE SUPPLY LLC.
4-12 CRS # 2449 LAKESIDE SOD SUPPLY COMPANY
4-13 CRS # 2450 LEO BRENON TOPSOIL

SECTION 5 : CONCRETE BUILDING MATERIALS:

5-14 CRS # 2451 UNITED MATERIAL, LLC.
5-15 CRS # 2452 BUFFALO CONCRETE ACCESSORIES LLC.

SECTION 6 : PRE-CAST CONCRETE MANHOLES, ROUND FRAMES/COVERS, PRE CAST CATCH BASINS, RECTANGULAR FRAMES/GRATES AND MANHOLE RINGS (STEEL AND PLASTIC), FLAPGATES, BARRIER BLOCKS:

6-16 CRS # 2453 KISTNER CONCRETE PRODUCTS INC.
6-17 CRS # 2454 K & S CONTRACTORS SUPPLY INC.
6-18 CRS # 2455 EJ USA INC.
6-19 CRS # 2456 BIHR LANDSCAPE INC.
6-20 CRS # 2457 BUFFALO REDI-MIX (NESL)
6-21 CRS # 2458 F W WEBB COMPANY

SECTION 7 : SIGN MATERIAL (ALUM. SHEETING), 3M PRODUCTS, TRAFFIC CONTROL EQUIPMENT (ELECTRICAL SYSTEMS) AND TRAFFIC SAFETY SIGNS, STOP SIGNS AND POLES:

7-22 CRS # 2459 EASTERN METAL OF ELMIRA
7-23 CRS # 2460 VULCAN INC.

7-24 CRS # 2461 3-M PRODUCTS COMPANY
7-25 CRS # 2462 TRAFFIC SYSTEMS INC.
7-26 CRS # 2463 NORTHEAST SIGNAL INC.
7-27 CRS # 2464 TRAFFIC PARTS INC.

Additional specifications and details are provided and attached per each section and bidder bid tab.

NOW THEREFORE BE IT RESOLVED, that the AMHERST TOWN BOARD authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the contract routing system (CRS) and the Town Attorney approval.

4/5/2021
Consent

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

2. Resolution 2021-317

Award of 2021-2022 Construction Bids (Sections 8 - 15)

The Highway Department respectfully requests that the Construction Bids, Section 8 through 15, be awarded to the lowest bidders within specifications as follows:

SECTION 8 : PLANE AND TEXTURIZE-SCARIFYING AND COLD MILLING EXISTING ROAD SURFACES:

8-1 CRS # 2502 HIGHWAY REHABILITATION CORPORATION
8-2 CRS # 2503 MUNICIPAL MILLING AND MAINTENANCE LLC

SECTION 9 : CASUAL BLACK TOP REPAIR, NOVA CHIP, MICRO-RESURFACING, CRACK FILL APPLIED, BLACKTOP SEALER APPLIED AND BITUMINOUS LIQUID MATERIAL APPLIED:

9-3 CRS # 2504 SUIT KOTE CORPORATION
9-4 CRS # 2505 MIDLAND ASPHALT MATERIALS INC.
9-5 CRS # 2506 AMHERST SEALER INC

SECTION 10 : ROAD RESURFACING:

10-6 CRS # 2507 AMHERST PAVING INC.

SECTION 11 : BIKE PATH AND TRAILWAY REHABILITATION:

11-7 CRS # 2508 AMHERST PAVING INC.
11-8 CRS # 2509 D & H PAVING LLC

SECTION 12 : CATCH BASIN REPAIR:

12-9 CRS # 2510 CAMPOBELLO CONSTRUCTION

SECTION 13 : CURBING, SIDEWALK, DRIVEWAY APRONS, ADA HANDICAP RAMPS AND CONCRETE / CURB CUTTING:

13-12 CRS # 2512 CVF CONCRETE CONSTRUCTION COMPANY

SECTION 14 : PLANT MIXED CONCRETE:

14-13 CRS # 2513 LAFARGE NORTH AMERICA INC.
14-14 CRS # 2514 NEW ENTERPRISE REDIMIX

SECTION 15 : ROAD STRIPING:

15-15 CRS # 2515 ACCENT STRIPE INC.

Additional specifications and details are provided and attached per each section and bidder bid tab.

NOW THEREFORE BE IT RESOLVED, that the AMHERST TOWN BOARD authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the contract routing system (CRS) and the Town Attorney approval.

4/5/2021
Consent

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

3. Resolution 2021-318

Contract Extension-Frey the Wheelman Company - CRS #2523

WHEREAS, Bid # 2018040 Highway Department Heavy Duty Truck Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-367; and

NOW, THEREFORE, BE IT RESOLVED, the contract extension term will be dated from approval date through April 1, 2023; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Frey the Wheelman, DBA Frey Heavy Duty, 805 Rein Road, Cheektowaga, NY 14225, subject to the contract routing system and the approval of the Town Attorney.

4/5/2021
Consent

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

4. Resolution 2021-319

Contract Extension - Ferguson Electric Construction Company CRS #2528

WHEREAS, Bid # 2019006 Highway Department Emergency Signal Repair allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-369; and

NOW, THEREFORE, BE IT RESOLVED, the contract extension term will be dated from approval date through April 10, 2023: and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Ferguson Electric Construction Company, 321 Ellicott Street, Buffalo, NY 14203, subject to the contract routing system and the approval of the Town Attorney.

4/5/2021
Consent

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

5. Resolution 2021-320

Contract Extension - Fleet Pride Company - CRS #2533

WHEREAS, Bid # 2018040 Highway Department Heavy Duty Truck Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-367; and

NOW, THEREFORE, BE IT RESOLVED, the contract extension term will be dated from approval date through April 1, 2023; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Fleet Pride Company, 1696 Walden Avenue, Cheektowaga, NY 14225, subject to the contract routing system and the approval of the Town Attorney.

4/5/2021
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2021-321

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective April 6, 2021, Temporary, $13.00 ph, Step 1 for Iris Izydorczak.

Due to reduced availability of current part-time staff and COVID-19 protocols.

4/5/2021
Consent

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

2. Resolution 2021-322

Public Safety Dispatcher, 2 Positions, Police Department

Please appoint two (2) Public Safety Dispatchers to the Police Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective April 6, 2021 at an annual salary of $47,180, Grade 13, Step A for Stephen Wisniewski & James Schaab-Rozbicki.

These appointments fill budgeted vacancies from a resignation and retirement.

4/5/2021
Consent

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

3. Resolution 2021-323

Vendor Name Change - Self Funding Inc. to CIC Group, Inc.

Whereas, the Town of Amherst entered into a contract with Self Funding Inc. on December 2, 2019 (Town Board Resolution #2019-1317) to provide Workers' Compensation consulting services and

Whereas, this contract does not expire until December 31, 2022 (CRS #1765) and

Whereas, CIC Group Inc. is now the parent corporation to Self Funding Inc., handling all billing and administrative issue for Self Funding Inc. and

Therefore Be It Resolved, that the Amherst Town Board authorizes the re-assignment of the current contract between the Town of Amherst and CIC Group, Inc. (CRS #2498), under the same terms and conditions.

4/5/2021
Consent

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

4. Resolution 2021-324

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 6, 2021 at an hourly rate of $16.68, Step A for Anthony Fiorella.

This is a vacant position.

4/5/2021
Consent

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

5. Resolution 2021-325

Motor Equipment Operator/Engineering

Please appoint a Motor Equipment Operator to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 6, 2021 at an hourly rate of $20.18, Grade III, Step 1 for Michael Lowe, Jr.

This is a promotion for a current employee serving as a Maintenance Worker.

4/5/2021
Consent

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

6. Resolution 2021-326

Recreation Attendant "A"

Please appoint a Recreation Attendant "A" to the Youth & Recreation Department, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 6, 2021 at an hourly rate of $16.68, Step A for Linda Jenkins.

Contingent upon completing all pre-employment requirements.

This is a vacancy due to an employee resigning.

4/5/2021
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2021-327

Request to Schedule a Public Hearing Z-2020-11, Snyder Mixed-Use Rezoning

Request to schedule a Public Hearing on May 3, 2021 on the proposed Snyder Mixed-Use Rezoning Request, Z-2020-11.

4/5/2021
Consent

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

2. Resolution 2021-328

Authorize the Supervisor to Sign an Agreement with Sutton Architecture, PLLC. to Provide Architectural Services for Construction of a New Single-Family Home 44 Sunset Ct, Amherst, NY 14228 CRS #2520

WHEREAS, the Town of Amherst Community Development Program is developing a new single-family home on 44 Sunset Court, Amherst NY 14228 as part of Amherst's HOME Acquisition/New Construction/Resale program; and,

WHEREAS, architectural services are needed for the design, construction bidding and oversight of the development of the new home; and,

WHEREAS, the Town has designated Sutton Architecture, PLLC to provide the required architectural services; and,

WHEREAS, the Amherst Community Development has budgeted HOME funds for this project; now therefore, be it

RESOLVED, that the Town Board of the Town of Amherst authorizes the Town Supervisor to execute the agreement attached hereto, pending successful completion of contract routing system, with Sutton Architecture, PLLC to provide architectural services for the development of a new single-family home at 44 Sunset Ct, Amherst, NY 14228.

4/5/2021
Consent

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

Q. POLICE:

1. Resolution 2021-329

Travel & Training Request National Police Bloodhound Association Seminar and Yearly Certification Course

TOWN BOARD AGENDA ITEM : APRIL 5, 2021

TO: **Town Board**

FROM: **John C. Askey, Chief of Police**

RE: **Travel & Training Request**
National Police Bloodhound Association
Seminar and Yearly Certification Course

Kindly adopt a resolution authorizing one (1) K-9 Officer to travel to and attend the above entitled seminar and certification course in McHenry, Maryland. This event is being held from April 23, 2021 through April 30, 2021. This Officer will be utilizing his K-9 police vehicle to travel to this seminar. The cost for the seminar and travel is $1,830.40.

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: April 5, 2021)**

4/5/2021
Consent

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

R. SENIOR SERVICES:

1. Resolution 2021-330

Independent Contractor for Presentation CRS #2497

We respectfully request Town Board permission to authorize the Supervisor to sign the Independent Contractor for Presentation agreement between the Town of Amherst (Department of Senior Services) and the "Theodore Roosevelt Site" for a presentation on Wednesday, April 28, 2021. Fee for the event is $100.

4/5/2021
Consent

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

S. YOUTH AND RECREATION:

1. Resolution 2021-331

User Agreement - CRS #2517

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and the Healthy Kids Running Series for use of Bassett Park. A Covid plan has been submitted and reviewed and is in alignment with current state and local restrictions. Organizers are aware that use may be postponed or cancelled based on state and local guidelines the day of the event(s).

4/5/2021
Consent

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

2. Resolution 2021-332

Authorization to Apply for NRPA Grant

WHEREAS, the Town of Amherst drafted and approved a Parks and Recreation Master Plan in 2017; and

WHEREAS, the adopted plan provides recommendations which identify projects and initiatives necessary and important to the Town of Amherst and all residents and visitors; and

WHEREAS, a grant has been made available through the National Recreation and Park Association; and

WHEREAS, such grant offering provides for up to $500,000 in funding for projects meeting the requirements of the grant application; and

WHEREAS, such grant is based upon specific criteria which support projects that advance

community-driven, systems-level strategies for equitable park access that improves the environmental resilience and health of communities; and

WHEREAS, this grant program will support park and recreation professionals in partnership with leaders from community-based organizations; and

WHEREAS, projects submitted should address system-wide park access planning, data collection/analysis, policies and/or capital improvements with a focus on creating climate-ready parks; and

WHEREAS, based upon the aforementioned Parks and Recreation Master Plan and grant application requirements and criteria, a project outline which meets all grant criteria has been identified and prepared; and

WHEREAS, such a project outline is based upon the Parks and Recreation Master Plan recommendations which align with grant criteria; and

WHEREAS, the project, better defined as the "Amherst Parks Kiosk and Parks Access Project", includes the establishment, design, and implementation of kiosks for every park in Amherst, as well as comprehensive technology integration, and collaboration with community groups such as CHAI, Inc. (Council of Cultural and Heritage Arts of India), and other non-profit community groups; and

WHEREAS, such project outline will be submitted as a part of a complete application prior to the grant application deadline on behalf of the Town of Amherst,

NOW, THEREFORE, BE IT RESOLVED, that TOWN supports the planning, drafting, and submission of such application; and

BE IT FURTHER RESOLVED, that the TOWN supports the preliminary project outline; and

BE IT FURTHER RESOLVED, that should the TOWN be awarded a grant associated with the submitted application, such funds will be used to complete the project(s) designated by the National Recreation and Park Association as qualifying.

4/5/2021
Consent

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

3. Resolution 2021-333

Consultant Agreement - CRS #2522

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Catalyst Research, LLC for evaluation services for the Amherst Task Force for Healthy Community*Healthy Youth paid for by a federal Drug Free Communities Grant, pending successful completion of the contract routing process.

4/5/2021
Consent

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

4. Resolution 2021-334

Amendment to 2021-2026 CIP

Authorize the following amendment to the 2021-2026 CIP:

Current:

YR-5C Playground Safety Equipment and Surfacing 2021 $120LA

Proposed:

YR-9C Bedford Park Improvements 2021 $120LA and $15X

4/5/2021
Consent

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

XIII. UNFINISHED BUSINESS

XIV. COMMUNICATIONS

1. Communication 2021-39

Amherst Central Park Design

Resident(s) express(es) concerns about the design/layout of Amherst Central Park.

4/5/2021
Referred to Planning & Amherst Central Park Task Force.

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

2. Communication 2021-40

468 Harding Road Development

Resident(s) express(es) concerns about development of 468 Harding Road.

4/5/2021
Referred to Planning & Building.

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

3. Communication 2021-41

Resident Communication - Forbes Capretto Home Concern

Please see the attached email communication from resident T. Koehler dated 3/18/21.

4/5/2021
Referred to Planning & Building.

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

4. Communication 2021-42

Summons and Verified Complaint: Sophia Calleo Vs. Town of Amherst Et Al.

4/5/2021
Referred to Town Attorney.

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

5. Communication 2021-43

Verified Petition: Won Y. Shin Vs. Town of Amherst

4/5/2021
Referred to Assessor & Town Attorney.

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

XV. SUSPENSION OF RULES

Deputy Supervisor Berger moved to open Suspension of Rules to bring forth 5 unlisted items. The motion was seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was opened at 8:11 PM.

There being no further business requiring Suspension of Rules, Deputy Supervisor Berger moved to close, seconded by Councilmember Bucki and unanimously approved 5-0. Suspension of Rules was closed at 8:18 PM.

1. Resolution 2021-339

Recarpet in the Councilmembers' Chambers

Suspension to Town Board Agenda Item April 5, 2021

TO: **Amherst Town Board**
FROM: **Rick Lennox, Building Maintenance**
DATE: **April 5, 2021**
RE: **Recarpet in the Councilmembers' Chambers**

The attached paperwork is to complete the recarpeting project in the Councilmembers' Chambers. CRS #2516.

Building Maintenance is asking the Town Board to approve the final phase of installation of the new carpet.

4/5/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and unanimously approved 5-0.

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

2. Resolution 2021-340

2021 CIP YR-10A Amendment – Golf Course Maintenance Equipment

Suspension to Town Board Agenda Item April 5, 2021

TO: **Amherst Town Board**
FROM: **Lynda L. Juul, Director of Finance**
DATE: **April 5, 2021**
RE: **2021 CIP YR-10A Amendment - Golf Course Maintenance Equipment**

Please consider the following amendment to the 2021 CIP, which will add project YR-10A and allow for the purchase of golf course maintenance equipment. The Town does not currently own any equipment, as the vendor who had the previous license agreement for the golf courses supplied the equipment. The contract with the new vendor (Indigo/Antares) is a management agreement, not a license agreement, under which the Town is responsible for providing equipment. A bond resolution will be placed on the April 19, 2021 Town Board agenda.

2021 CIP	Original Amt.	Amended Amt.
YR-10A Golf Course Maintenance Equipment	$0	$400,000 LA

Equipment purchase includes all items necessary to maintain the golf courses, such as fairways and greens mowers, ProGator, Turf Gators, roller, bunker rake, tractor, top-dresser, spreader, sod-cutter and seeder, as well as various other items.

4/5/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

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

3. Resolution 2021-341

Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car - CRS #2541

Suspension to Town Board Agenda Item April 5, 2021

TO: **Amherst Town Board**
FROM: **Lynda L. Juul, Director of Finance**
DATE: **April 5, 2021**
RE: **Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car - CRS #2541**

WHEREAS, the Town does not currently own golf carts, and carts are needed immediately for use at the Audubon Golf Course and Par 3, along with a range car and utility car; and

WHEREAS, lease proposals have been submitted by Club Car for the lease of sixty (60) 2021 Tempo Gas Cars, one (1) 2021 Carry All 300 Gas Range Car and one (1) 2021 Carry All 300 Gas Utility Car;

NOW, THEREFORE, BE IT RESOLVED, the attached lease delivery agreements with Club Car (CRS #2538 and CRS #2541) are hereby approved for a term of 64 months; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign said agreements; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the contract routing system, as the equipment is needed as soon as possible.

4/5/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and unanimously approved 5-0.

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

4. Resolution 2021-342

Acceptance of Notice of Award

Suspension to Town Board Agenda Item April 5, 2021

TO: **Amherst Town Board**
FROM: **Mary-Diana Pouli, Executive Director, Youth and Recreation**
DATE: **April 5, 2021**
RE: **Acceptance of Notice of Award**

Authorize the Town of Amherst to accept a Notice of Award (CRS #2525) from the United States Department of Health and Human Services in the amount of $207,802.00 to be used by the Amherst Task Force for Healthy Community*Healthy Youth for the provision of substance abuse prevention activities in the town.

4/5/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

5. Resolution 2021-343

New York Army National Guard Request

Suspension to Town Board Agenda Item April 5, 2021

TO: **Amherst Town Board**
FROM: **Daniel Howard, Planning Director**
DATE: **April 5, 2021**
RE: **New York Army National Guard request**

WHEREAS, the New York Army National Guard will be conducting a Joint Domestic Emergency Response Exercise at the Amherst Fire Training Center and A.J. Jurek American Legion Post during the period of April 15-17, 2021, and

WHEREAS, the National Guard has requested the ability to park some private/light duty commercial vehicles at the North Amherst Recreation Center during this period, now,

IT IS HEREBY RESOLVED THAT the Amherst Town Board authorizes personnel participating in the Exercise to park private and commercial vehicles at the North Amherst Recreation Center Parking lot during the period from April 15 through April 17, with it being explicitly understood that the New York Army National Guard will be required to correct any damages to the parking lot so as to restore it to its prior condition. The Town hereby waives any requirement for insurance by the New York Army National Guard.

4/5/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2021-335

PIP 3075 - Briar Hollow Subdivision - Phase III & IV Sanitary Sewer

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $15,183.00.

Three (3) checks will be sent to the Town Clerk, one for $150.00 to be retained as a Permit Fee and one (1) in the amount of $13,955.00 which will be sent to the Comptrollers Office by the Town Clerk to be held in escrow to cover the inspection cost, and one in the amount of $1,078.00 to cover the televising cost and to be deposited in the SS District 16 account G9000-02377, also to be forwarded to the Comptrollers Office. The commencement of work under the above referenced permit is contingent upon final plat approval.

At this time we are asking for your approval of the application for PIP No. 3075.

4/5/2021
Consent

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

2. Resolution 2021-336

PIP 3076 - Briar Hollow Subdivision - Phase III & IV Waterline

Attached please find an application for a Waterline Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $12,118.50.

Two (2) checks will be sent to the Town Clerk, one for $150.00 to be retained as a Permit Fee, and one (1) in the amount of $11,968.50, which will be sent to the Comptrollers Office by the Town Clerk to be held in escrow to cover the inspection cost. The commencement of work under the above referenced permit is contingent upon final plat approval.

At this time we are asking for your approval of the application for PIP No. 3076.

4/5/2021
Consent

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

3. Resolution 2021-337

PIP 3077 - Briar Hollow Subdivision - Phase III & IV - Storm Sewer Storm Sewer

Attached please find an application for a Storm Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $8,525.50.

We are sending three (2) checks to the Town Clerk, one for $150.00 to be retained as a Permit Fee and one in the amount of $8,375.50 which will be sent to the Comptrollers Office by the Town Clerk to be held in escrow to cover the inspection cost. The commencement of work under the above referenced permit is contingent upon final plat approval.

At this time we are asking for your approval of the application for PIP No. 3077.

4/5/2021
Consent

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

4. Resolution 2021-338

PIP 3078 - Briar Hollow Subdivision - Phase III & IV - Paving & Curbing

Attached please find an application for a Pavement and Curbs Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $29,271.50.

We are sending two (2) checks to the Town Clerk, one for $150.00 to be retained as a Permit Fee and one in the amount of $29,121.50 which will be sent to the Comptrollers Office by the Town Clerk to be held in escrow to cover the inspection cost. The commencement of work under the above referenced permit is contingent upon final plat approval.

At this time we are asking for your approval of the application for PIP No. 3078.

4/5/2021
Consent

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

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 8:18 PM.

The following speakers addressed the Town Board:
Chris Drongosky, 105 Amherstdale - happy to see the Golf Course open
Don Smith, N. Long St. - Amherst Central Park Task Force information on Town's website

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Lavin and unanimously approved 5-0. Public Expression was closed at 8:21 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The Town Board meeting of April 5, 2021 was adjourned at 8:21 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22856 **RESOLUTION 2021-153** **ADJOURNED**

Amend the Audubon Development Plan and the Zoning Map to Reclassify 2160 & 2170 North Forest Road from NCD-SA to NCD-ND

DRAFT RESOLUTION
(2/22/21)

Amend the Audubon Development Plan and the Zoning Map
[2160 & 2170 North Forest Road (NCD); Z-2020-06]

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of January 21, 2021 that the proposed New Community District - Neighborhood District (NCD-ND) classification at 2160 & 2170 North Forest Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed classification is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed classification at this location, and be it further

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

1. That the petitioner include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage.

2/22/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:32 PM.

Sean Hopkins, Esq. presented.

The following speakers addressed the Town Board:
Joseph Hausbeck, 2180 N. Forest Rd. - Spoke in opposition; does not fit the concept of the neighborhood; submitted a letter listing various concerns

Fran Cummings, 2200 N. Forest Rd. - Voiced her concerns; property floods; traffic
Karen Macris, 2230 N. Forest Rd. - Asked questions; concern of dorm-like apartments; dumpster location and noise

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to March 8th. The motion was seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was adjourned at 8:17 PM.

3/8/2021
A motion to adjourn to April 5th was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

4/5/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Sean Hopkins, Esq. presented updated plans.

The following speakers addressed the Town Board:
Fran Cummings, 2200 N. Forest Rd. - Concerned about it being student housing, lighting spillover, flooding and traffic
Joseph Hausbeck, 2180 N. Forest Rd. - Concerned about excavation of the site and the project being too large

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to April 19th. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:34 PM.

4/19/2021
Per Supervisor Kulpa, the Petitioner has requested an adjournment. Supervisor Kulpa then moved to Adjourn to May 3rd, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The hearing was adjourned at 7:09 PM.

5/03/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:09 PM.

Sean Hopkins, Esq. presented updated plans.

The following speaker addressed the Town Board:
Fran Cummings, 2200 N. Forest Rd. - Voiced her continued concerns regarding flooding, student housing in their senior citizen community

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was closed at 7:29 PM.

1/18/2022

A motion was made by Supervisor Kulpa to remove from Unfinished Business, seconded by Councilmember Bucki and unanimously approved 5-0.

A motion was made by Supervisor Kulpa to schedule a public hearing for the February 28th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 4/19/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Deputy Supervisor	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

TOWN OF AMHERST

TOWN CLERK'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7021
FAX (716) 631-7152
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Kathleen Cooper
Deputy Town Clerk

Timothy Koller
Deputy Town Clerk

March 3, 2021

MEMO TO: David Marrano, Town Assessor

FROM: Francina Spoth, Town Clerk

RE: Petition

The attached petition, in connection with the parcel located at 2160 and 2170 North Forest Road was received in my office. Will you kindly check if the protest has been signed by the owners of 20% or more, either of the area of the land included in such proposed change, or of the immediately adjacent extending 100 ft. therefrom, or of that directly opposite thereto, extending 100 ft. from the street frontage of such opposite land, as provided in Zoning Ordinance, section XXI, Article 2.

Attachment
cc: Town Board
Town Attorney

Attachment: protest petition 2160 n forest-03042021095641 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

To: Members of the Amherst Town Board

c/o: Town of Amherst, Office of the Town Clerk

MAR03'21 PM 1:06 RCVD

Date: March 2, 2021

In Re: Requested Amendment to Rezone Property

Located at 2160 and 2170 North Forest Road

PROTEST PETITION

Pursuant to New York Consolidated Laws, Town Law, Section 265 (1)(b), we, the undersigned, being the owners of 20% or more of the area of land immediately adjacent to the land included in the above referenced proposed change, extending 100 feet therefrom, hereby petition that any such amendment shall require the approval of at least three-fourths of the members of the town board.

NAME:	ADDRESS:
[illegible]	2180 North Forest Rd
Rosemary Blando	2180 North Forest Rd

Attachment: protest petition 2160 n forest-03042021095641 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

Town of Amherst, NY
Office of the Assessor
David C. Marrano SCA Assessor

5583 Main Street
Williamsville, New York 14221
Phone: (716) 631-7038
www.amherst.ny.us
dmarrano@amherst.ny.us

Memorandum

March 4, 2021

To: Francina Spoth, Town Clerk
Re: Petition – 2160 & 2170 North Forest Road

The protest petition for 2170 North Forest Road has been signed by the required property owners of one of Zoning Ordinance section XXI, Article 2. The signature(s) satisfied test 2. The Super Majority calculations are based on three tests:

1. 20% or more of the owners signed a petition
2. **20% of the AREA surround said rezoning within 100 feet has signed a petition**
3. 20% of the AREA within 100 feet directly across the street from said rezoning has signed a petition

Therefore a super majority vote will be required to enact the change in zoning, as it relates to 2170 North Forest Road.

2160 North Forest Road has not been signed by the required property owners to satisfy the Zoning Ordinance referenced above, as it relates to the 3 aforementioned tests.

Should you have questions, please feel free to contact me.

Cheryl E. Walfrand
Senior Real Property Appraiser

cc: David C. Marrano
Assessor

Attachment: protest petition 2160 n forest-03042021095641 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

D R A F T (2/22/21)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2020-06

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

Date:

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

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

Title of Action: Rezoning Request.

SEQR Status: Type I

Description of Action: Rezoning of 2.35± acres of land from NCD-SA to NCD-ND to allow a proposed 2-story, 8-unit apartment building.

Location: 2160 & 2170 North Forest Road (NCD), Town of Amherst, Erie County, New York

Petitioner: Coromandel Estates Amherst, LLC

Attachment: Z-2020-06_draft TB Neg Dec_2160 & 2170_2.22.21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 2.35± acres of land from NCD-SA to NCD-ND for a proposed 2-story, 8-unit apartment building will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on December 24, 2020 reviewed the application and EAF submitted on December 18, 2020, and had no objection or comments on the proposed rezoning. The Building Department requires that a floodplain development permit be obtained prior to final site plan approval.

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

3. The action is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on January 13, 2021 reviewed the application and EAF submitted on December 18, 2020, and has no objection or comments on the proposed rezoning.

4. The property is within an area identified by the State as potentially containing significant cultural or archeological resources. A Phase I Archaeological Reconnaissance Survey was conducted in October 2020 by the University at Buffalo's Department of Anthropology. The report concluded that no prehistoric or historic sites were identified and recommended no further work. The NYS Office of Parks, Recreation and Historic Preservation's letter of October 30, 2020 concurred that the action will not impair the character or quality of important historical resources.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for reclassification from NCD-SA to NCD-ND. This property is in an area of Town with a variety of residential uses. The majority of this area is occupied by single-family homes, however, directly across North Forest Road from this site is the Beechwood Senior Residence/Asbury Pointe development. Within the past few years, apartment developments have been constructed further west along North Forest Road, most notably the "Muir Lake" apartments between Millersport Highway and John James Audubon Parkway. Therefore, the project is considered consistent with surrounding land use.

Attachment: Z-2020-06_draft TB Neg Dec_2160 & 2170_2.22.21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

6. The proposed reclassification to NCD-ND for the proposed 2-story, 8-unit apartment building will not cause a major change in the use of either the quantity or type of energy.

7. The reclassification to NCD-ND for the proposed 2-story, 8-unit apartment building will not create any hazard to human health.

8. The reclassification to NCD-ND will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed 2-story, 8-unit apartment building will be consistent with the scale of surrounding land uses.

9. The reclassification to NCD-ND for the proposed 2-story, 8-unit apartment building will not significantly increase the number of people using the site over its previous level of use.

10. Review by the Town Traffic/Safety Board on December 30, 2020 and the NYS Department of Transportation on November 28, 2020 indicate that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on January 13, 2021, Engineering on December 24, 2020, Attorney on January 4, 2021, Traffic/Safety Board on December 30, 2020, Assessor on December 23, 2020, and Right-of-Way Agent on December 29, 2020, along with outside agencies including the NYS Department of Environmental Conservation on January 22, 2021 and the Williamsville School District on December 28, 2020. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

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

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

EK/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-06_(2160 &_2170_North_Forest_Rd_NCD)_2020\Z-2020-06_draft TB Neg Dec_2.22.21.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC

Attachment: Z-2020-06_draft TB Neg Dec_2160 & 2170_2.22.21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

LOCAL LAW NO. _____-201_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE/RECLASSIFY 2160 AND 2170 NORTH FOREST ROAD FROM NCD-SA TO NCD-ND AND TO AMEND THE AUDUBON DEVELOPMENT PLAN AND TO AMEND THE ZONING MAP ACCORDINGLY.

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone/Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend The Audubon Development Plan and to Amend The Zoning Map Accordingly".

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone/reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and Amend the Audubon Development Plan and to Amend the Zoning Map Accordingly has been filed and is in proper order. The Town Board further finds that the request including the rezoning/reclassification and the amendment of the Audubon Development Plan is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby: 1.) amends its Zoning Map which is incorporated by reference in the Town Zoning Code by amending/reclassifying from NCD-SA to NCD-ND the parcels at 2160 and 2170 North Forest Road; and 2.) amending the Audubon Development Plan, both being **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lot 68, Township 12, Range 7 of the Holland Land Survey so-called and further bounded and described as follows.

BEGINNING at the intersection of the centerline of Stahl Road (66.0 feet wide) with the centerline of North Forest Road (66.0 feet wide):

THENCE: Southerly, along the centerline of Stahl Road extended southerly, a

Attachment: Draft Local Law-Reclassification of 2160 2170 North Forest Road-08-24-20 (RES-2021-153 : 2160 & 2170 Request to Rezone and

distance of 108 feet more or less to the north bank of Ellicott Creek;

THENCE: Westerly along said north bank of Ellicott Creek, a distance of 583 feet more or less to the west line of lands conveyed to Peter D. Durham by deed recorded in the Erie County Clerk's Office in Liber 9264 of Deeds at page 188;

THENCE: Northerly along said west line of Peter D. Durham lands, a distance of 10 feet more or less to the north bank of Ellicott Creek;

THENCE: Westerly and southerly along said north bank of Ellicott Creek, a distance of 227 feet more or less to a point distant 100 feet westerly from the said west line of Peter D. Durham lands as measured at right angles;

THENCE: Northerly along a line parallel with the west line of said Peter D. Durham lands distant 100.00 feet westerly therefrom measured at right angles, a distance of 491 feet more or less to the centerline of North Forest Road;

THENCE: Easterly, along said centerline of North Forest Road, a distance of 564.74 feet to the POINT OR PLACE OF BEGINNING.

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina J. Spoth
Town Clerk
Town of Amherst
County of Erie, State of New York

Attachment: Draft Local Law-Reclassification of 2160 2170 North Forest Road-08-24-20 (RES-2021-153 : 2160 & 2170 Request to Rezone and

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Ellen M. Kost, AICP
Assistant Planning Dir

Town Board Agenda of February 22, 2021

February 9, 2021

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

Subject: Amendment #73 to the Audubon New Community District Development Plan to reclassify 2.35± acres of land from NCD-SA to NCD-ND; property located at 2160 & 2170 North Forest Road (NCD). Z-2020-06.

Honorable Members:

The subject property consists of two lots and forms a 2.35± acre irregularly shaped area located on the south side of North Forest Road, just west of the Stahl Road intersection. The site has 278.60± ft. of frontage and a depth of 497.16± ft. The site is vacant and partially wooded.

The south boundaries of the two lots are directly adjacent to Ellicott Creek, and the Ellicott Creek floodway extends onto both properties. A preliminary wetland investigation by Earth Dimensions, Inc. in July 2020 did not identify any federal jurisdictional wetlands or NYS wetlands on the subject properties. North Forest Road is a County collector.

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

The purpose of this request is to reclassify the land to allow a 2-story, 8-unit apartment building. The concept plan shows the building in the central portion of the site, with 17 parking spaces in front of the building, eight (8) of which are proposed to be in a free-standing garage. Parking would be accessed by one driveway to North Forest Road approximately in the center of the site. Space for emergency vehicle turnaround is shown between the building and the road. The plan also shows a covered patio with fire pit on the west side of the building and a dumpster location west of the building. Two stormwater basins are proposed near the north and south ends of the west property line. All development is shown outside the Ellicott Creek floodway.

The property was zoned New Community District – Suburban Agriculture (NCD-SA) with adoption of the Town-wide zoning ordinance and maps in 1976. No other requests are on file.

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

continued . .

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

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

Objectives

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

The proposed project consists of a 2-story, 8-unit apartment building with 17 parking spaces in front of the building, eight (8) of which will be in a free-standing garage. One driveway to North Forest Road is shown in the central portion of the site. Two stormwater basins are proposed near the west property line. All development is shown outside the Ellicott Creek floodway.

The Assessor's office agrees with all statements made in the application and has no issue with the rezoning since units will be leased and not sold with condominium tax status.

The Building Department has approved the rezoning as submitted.

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

No usable open space or recreation areas are proposed with this project. The Ellicott Creek floodway, which extends onto these properties, will remain as open space and is prohibited by FEMA regulations from containing any structures.

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

No commercial, office or industrial uses are proposed with this project.

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

The closest commercial/service areas to the subject property are located on Millersport Highway (0.5 miles) and on Maple Road (1.5 miles). These include gas stations and a variety of restaurants. The UB North campus, on the opposite side of Ellicott Creek, also offers commercial services.

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

As most of the wooded areas in the southern and eastern portions of these properties are within the Ellicott Creek floodway, they are proposed to remain undisturbed.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

The NYS Department of Environmental Conservation concurs that the Town of Amherst should act as SEQR Lead Agency and has the following comments:

1. Note that Ellicott Creek has a water classification and standard of B. Therefore, any physical alteration (ie, land clearing, filling, drainage pipe/ditch installation, etc.) to the bed or banks (within 50 feet of the stream) will require an Article 15, Title 5, Protection of Waters Permit from the NYSDEC.

2. The project site is located near a NYS Flood Control Easement, specifically Amherst Ellicott Creek Flood Control Project. Use of this easement requires an Article 16 Flood Control Land Use Permit from the NYSDEC.

3. The site is located within the designated 100-year floodplain per the Federal Emergency Management Agency's (FEMA) Firm Map No. 36029C0069H. The proposed project should be designed in accordance with all applicable local municipal laws for flood damage reduction. In addition, Ellicott Creek has a regulatory floodway, and any encroachment into floodway, including fill, requires an engineering analysis that demonstrates a 0.0' rise in the base flood elevation before a permit can be issued. Based on submitted plans, it also appears that the proposed patio/fire pit area is within the floodway and may require a separate floodplain development permit.

4. If any project activities will involve land disturbance of 1 acre or more, the project sponsor is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity.

5. This proposed project requires a sanitary sewer connection that is designed to convey 2,500 gallons/day or more of municipal sewage and is therefore considered a sanitary sewer extension. The Erie County Health Department will be the approving agency. A detailed Downstream Sewer Capacity Analysis must be performed and submitted for the proposed project as part of the Project's Engineering Report.

6. Portions of this project area are located on hydric soils. The project sponsor should contact the United States Department of the Army, Corps of Engineers (COE) to ensure that the project will not involve federally regulated wetlands or any other approval from that agency. If Federal Wetlands are involved, the COE may require Water Quality Certification from DEC.

7. The project site appears to be within an archaeologically sensitive area based on information obtained through the Cultural Resources Information System (CRIS) on the NYS Office of Park, Recreation and Historic Preservation's (OPRHP) website. As part of the SEQR process, this concern should be evaluated, unless it can be verified by appropriate documentation that the sites have been significantly disturbed in a way that would destroy potential artifacts. Note: If any of the described Department approvals are required, an appropriate archaeological investigation must be conducted in order to satisfy the NYS Historic Preservation Act.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

The subject properties are located within an area of Town with a variety of residential uses. The majority of this area is occupied by single-family homes, however, directly across North Forest Road from this site is the Beechwood Senior Residence/Asbury Pointe development. Within the past few years, apartment developments have been constructed further west along North Forest Road, most notably the "Muir Lake" apartments between Millersport Highway and John James Audubon Parkway.

The ROW Agent agrees with all statements made in the application and notes that an easement to the Town of Amherst on this property (liber 7105, page 369) should continue to be in effect and be reduced to an agreement.

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

As the floodway is located on nearly half of the subject site, the concept plan submitted with this application shows the development limited to the central portion of the site. One driveway to North Forest Road is shown in the center of the site.

The Engineering Department, Traffic-Safety Board and Fire Chiefs' Association agree with all statements made in the application. The Highway Department review is pending.

NYSDOT reviewed the project, concurred with the Town acting as Lead Agency, and stated that the proposed project will not have a significant impact to traffic on the State Highway System.

The Erie County DPW – Highways Division concurs with the Town of Amherst being the Lead Agency for this project and has the following comments:

Permit Requirements:

1. The Developer will be required to apply for and obtain an Erie County Highway Work Permit for Utility Work Perm-2 for construction within the North Forest Road highway right-of-way.

2. The Developer will be required to apply for and obtain an Erie County Highway Work Permit for Non-Utility Work, Perm 3 for construction of a new entrance drive within the North Forest Road highway right-of-way.

Traffic Concerns:

1. A Traffic Impact Study may be needed due to the close proximity of the project to the intersection of North Forest and Stahl Road.

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

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

The most important natural feature on this development site is the Ellicott Creek floodway, which according to FEMA regulations cannot hold structures of any kind. The wooded areas in the southern and eastern portions of the site within the floodway are therefore proposed to remain undisturbed.

This project is in an archaeologically sensitive location based on NYS mapping. A Phase I Archaeological Reconnaissance Survey was conducted in October 2020 by the Department of Anthropology at the University at Buffalo. The survey found that no historic or prehistoric sites were identified and recommended no further work. The NYS Office of Parks, Recreation and Historic Preservation concurs with the report's conclusion that no further archaeological investigations are warranted, and their opinion is that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

2-2I *Guidance and control of development in Flood Hazard Areas so that life and property both within and without such areas are protected.*

The Building Department is responsible for administering all flood code provisions; that department has no issue with the proposed rezoning but notes that a floodplain permit will be required. Town mapping from 2019 shows this property within the existing flood hazard area.

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

There are no sidewalks on North Forest Road in the vicinity of this project, and the petitioner does not propose to install any. An internal sidewalk is shown around the proposed building and parking lot but does not extend to the road.

The Williamsville Central School District notes that the District has received information on this project and placed it on file, and that a future bus stop will be located at a driveway entrance at North Forest Road in accordance with District policy.

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

While the proposed 8-unit apartment building presents a denser development than the nearby single-family lots, it is consistent with the adjacent Beechwood Senior Residence/Asbury Pointe development across North Forest Road. The property is close to the UB North Campus on the opposite side of Ellicott Creek. The development can also be expected to supplement the off-campus housing stock for faculty, staff and students. The developer has stated that these units are intended to be marketed to professionals who often work remotely.

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

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

There are no civic or community facilities proposed with this project; adequate civic and community facilities are located in the area.

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

The Comprehensive Plan's Conceptual Land Use Plan (Figure 6) indicates Mixed Residential use for the section of North Forest Road between Stahl Road and Millersport Highway. The Mixed Residential designation is aimed at projects with densities of 4 – 12 units/acre. The subject project will result in a density of 3.4 units/acre.

The requested change is generally compatible with the character of development in the area, although the other comparable developments are not located on the 'creek side' of North Forest Road. The 3-story, 90-unit "Muir Lake" apartments between Millersport Highway and J. J. Audubon Parkway, as well as the Beechwood/Asbury senior residence, do not back up to Ellicott Creek. It should be noted that the subject site is within the boundary of the Town's Local Waterfront Revitalization Program (LWRP) currently in progress. This project would require another level of review for consistency with waterfront policies if the LWRP was adopted by the Town (adoption is not expected within the next year).

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

The current zoning of New Community District – Suburban Agriculture (NCD-SA) allows single family dwellings only. The proposed development of the site includes 8 apartment units that would not be allowed under the current zoning classification. The demand for student housing in the area surrounding the UB campus makes this a desirable location for apartment use.

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

5-2-4 Location of NCD Not applicable (pertains to entire existing NCD within the Town).

5-2-5 Permitted Uses

5-2-5A(2) Neighborhood District. This classification includes primarily residential areas designed to provide living space for families and individuals. Ancillary uses designed to conveniently serve residents may be located within them. The classification includes:

a. Residences and dwelling units of every type, except as otherwise specified in this subsection.
b. Fraternity and sorority houses, dormitories, hostels and boardinghouses.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

c. Small convenience retail and service facilities, except for automobile drive-in restaurants, and ancillary office facilities designed to serve the needs of residents of the neighborhood.
d. Public or quasi-public facilities, including schools and day-care centers, religious buildings and other community facilities.
e. Recreation facilities, open space areas, and personal training facilities.
f. Special limited commercial services and facilities not already included in the above uses, storage yards, and open equipment structures.

5-2-5B Use Mixture: Not applicable.

5-2-6 Dimensional Standards

5-2-6A The overall residential density of an NCD shall not exceed five (5) dwelling units per gross acre. This density regulation applies to the entire New Community District (4,121± acres) within the Town. Although the density of the proposed development is 3.4 units/acre, it would not bring the overall NCD density beyond the threshold of 5 units/acre.

5-2-6B Dwelling Unit Area. Information not provided. All dwelling units and rooms included in a dwelling are required to have sufficient floor area to satisfy the applicable minimum floor area requirements of the State Building Construction Code or the Town Building Code, whichever is applicable. This requirement will need to be met.

5-2-6C Minimum Area. Not applicable

5-2-6D Building Arrangements. The proposed development will result in a 2-story, 8-unit apartment building in the central portion of the site. The proposed 17 parking spaces will result in 2 spaces/unit, the minimum required by code elsewhere in the Town.

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

The requested NCD-ND classification and proposed project concept will generally result in a sound development plan for the subject area; however, the concept should include space for overflow parking beyond that required for residents of the development. Section 5-2-7A(8) in the Zoning Ordinance states that "Off-street parking, loading, and stacking spaces shall be provided so as to prevent overflow of parked or standing vehicles onto public or common vehicular or pedestrian rights-of-way."

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

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

All services and utilities are or will be made available with this development.

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

The proposed project generally complies with the locational and use criteria in the Comprehensive Plan for land near a university campus.

SEQR

This is a Type I action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal. Pursuant to Local Law #3-82, as amended, the requirements of SEQR are complete and the proposal is not expected to have a significant adverse effect on the environment.

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with the Planning Board's findings relative to SEQR and issue the attached Negative Declaration, and that the subject request be **approved** based on the attached resolution.

Very truly yours,

DANIEL C. HOWARD, AICP
Planning Director

DH/EK/ac
Att.
X:\Current_Planning\Files\Rezonings\2020\Z-2020-06_(2160 &_2170_North_Forest_Rd_NCD)_2020\Z-2020-06_TB Letter_2.22.21.docx
cc: Stanley Sliwa, Town Attorney

Planning Board Approval – January 21, 2021
Ayes 7; Noes 0

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

TOWN OF AMHERST
PLANNING BOARD RESOLUTION
AMENDMENT #73 TO THE AUDUBON DEVELOPMENT PLAN
Z-2020-06

PETITIONER
Coromandel Estates Amherst LLC
c/o Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main St., Suite 343
Williamsville, NY 14221

PROPERTY LOCATION
2160 & 2170 North Forest Road (NCD)

JAN29'21 AM 8:32 RCVD

WHEREAS the Town of Amherst Planning Board on Thursday, January 21, 2021 held a public hearing on Amendment #73 to the Audubon New Community District Development Plan to classify the subject property as suitable for use as an apartment development, and

WHEREAS the Planning Board has reviewed the Amendment plans and supporting documentation, and

WHEREAS the Amendment has been referred to the various Town review agencies, and

WHEREAS the Planning Board finds that:

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

B. The proposed Revision to the Development Plan meets all the requirements of Section 5-2-3 through 5-2-6.

C. The proposed Revision to the Development Plan is conceptually sound in that it meets present and future community needs.

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

E. The proposed Amendment to the Development Plan is consistent with the Town Comprehensive Plan.

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

NOW THEREFORE BE IT RESOLVED that the Planning Board, in accordance with Section 8-15-2 of the Zoning Ordinance offers a positive report and recommends Town Board approval of Amendment #73 to the Audubon Development Plan with the following condition:

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

TOWN OF AMHERST
PLANNING BOARD RESOLUTION
AMENDMENT #73 TO THE AUDUBON DEVELOPMENT PLAN
Z-2020-06

PETITIONER
Coromandel Estates Amherst LLC

PROPERTY LOCATION
2160 & 2170 North Forest Road (NCD)

JAN29'21 AM 8:33 RCVD

1. That the petitioner include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage.

The foregoing resolution was adopted by the Town of Amherst Planning Board, January 21, 2021; moved by Chmiel; seconded by Giuliani; ayes 7, noes 0.

Robert J. Gilmour, Chair — Date 1/28/21

EK/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-06_(2160 &_2170_North_Forest_Rd_NCD)_2020\Z-2020-06_resolution_012121.doc
cc: Commissioner of Building
Town Engineer
Highway Superintendent
Traffic/Safety Coordinator
Coromandel Estates Amherst LLC, c/o Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
Thiru Vikram, c/o Coromandel Estates LLC, 4515 Chestnut Ridge Road, Unit 106, Amherst NY 14228
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo NY 14203
Christina Barmosz, Silvestri Architects, 1321 Millersport Hwy., Amherst, NY 14221
David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amended Application - Reclassification 2160 and 2170 North Forest Road and to Amend the Audubon Development Plan
Date: December 17, 2020

Applicant: Pyramandel Estates
Amherst LLC c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsr-legal.com

Original

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

File #: Z-2020-06 **Acreage** — **Fee $** -0-

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Materials Accepted by Town Clerk & Fee Paid _____ ACCEPTED BY DATE

Materials Checked by Building Dept. _____ RECEIVED BY DATE

Materials Received by Planning Dept. _____ RECEIVED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250**	$1,250.00
2 – 20 ACRES **$1,250 + $250/acres or fraction thereof over 2 acres**		$250.00
20 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 20 acres**		____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres**		____
Request for Relief of/Change to Conditions of Zoning Approval	**$ 1,200**	____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$ 15.00**	$15.00
	TOTAL FEE:	$ 1,515.00

REVISED
DEC 18 2020
TOWN OF AMHERST
PLANNING DEPT.

Z-2020-06,
2160 & 2170 N. Forest Rd. (RCD)

[Note: A completed Amended Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is attached as Exhibit "2" of this Application.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: Coromandel Estates Amherst LLC

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

Phone: 510-4338 Fax:

E Mail shopkins@hsr-legal.com

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

From: NCD-SA District

To: NCD-ND District

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

2160 and 2170 North Forest Road

SBL #: 55.02-1-2 and 55.01-1-19.2

4. **Area of land to be rezoned** (in acres): 2.35

5. **Owner of Land:**

Name: Allen and Kristen Guerin

Address: 270 Rosedale Boulevard, Amherst, NY 14226

Telephone:

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

Name: Sean W. Hopkins, Esq.

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

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

7. Petitioner's interest in property

_____Option to purchase

_____Owner

__X__Other (explain) Petitioner has entered into a contract to purchase the Project Site. A signed Authorization Form is attached as Exhibit 1 of this Amended Application.

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

Not Applicable.

9. Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor. The legal description of property to be reclassified is attached as Exhibit "3" and a full size copy of the Survey prepared by GPI dated dated July 13, 2020 is attached. A reduced size copy of the Survey is also attached as Exhibit "4".

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

Liber _____ Page _____

11. Information on proposed project:

A. Description of the character of the proposed development:

See Exhibit 5.

B. Rationale for rezoning request:

1. Why was this site chosen?

See Exhibit 5.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

See Exhibit 5.

3. How will this rezoning impact surrounding properties?

See Exhibit 5.

4. How will this rezoning impact the school system?

See Exhibit 5.

12. Quantitative Data:

A. Total # of dwelling units 8
[The density of the proposed project has been reduced from 18 units to 8 units.]

B. Distribution of dwelling units by type Attached residential units for lease

C. Gross Residential Density per acre 3.40 units per acre

D. Total amount of Open Space Approximately 1 acre of greenspace and landscaping

E. Proposed Non-Residential Floor Area Not Applicable

13. Development Schedule:

Start Spring/Summer 2021

Finish 2022

Stages (# of) 1

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

The attached residential units will be leased to residential tenants.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

Greenspace and landscaping will be privately owned and maintained.

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

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

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

See Exhibit 6.

2. Pursuant to NYS Town Law Section 272a(11), "all Town land use regulations must be in accordance with a comprehensive plan adopted pursuant to this Section." The Town Board adopted the Comprehensive Plan pursuant to NYS Town Law 272 on January 2, 2007. If the rezoning is approved, the Town Board may require the Plan to be amended, as applicable.

Cite all text, map, and / or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.

See Exhibit 6.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

See Exhibit 6.

B. Adequate Services and Utilities are available or are proposed to be made available with the construction of the development:

1. Sanitary Sewer
   Yes.
2. Storm Sewer/Drainage
   Yes.
3. Water
   Yes.
4. Other Yes.

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

See Exhibit 6.

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

See Exhibit 6.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

See Exhibit 6.

17. The petitioner encloses herewith the sum of $ 1,515.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.
[The filing fee was previously paid .]

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

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

[Note: Authorization letter of property owners dated August 18, 2020 is attached to this Application.]

Counsel for Petitioner
Signature of Petitioner

Subscribed and sworn to before me this 17th day of December, 20 20

Notary Public, Erie County, New York

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

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

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

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

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

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

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

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

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

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 1 – Authorization Form of Property Owners dated August 18, 2020

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Authentisign ID: 5F5EDAC5-6B0F-4377-B19F-0884A050FD33

AUTHORIZATION

Allen Guerin and Kristen Guerin, as the record owners of the parcels of land located at 2160 North Forest Road [SBL No. 55.02-1-1] and 2170 North Forest Road [SBL No. 55.01-1-19.2] in the Town of Amherst (collectively the "Project Site") hereby authorizes Postwork Capital LLC and its consultants to seek a rezoning and all other required governmental approvals from the municipal boards of the Town of Amherst in connection with a proposed multifamily project to be located on the Project Site.

Date: August 18, 2020 Signature: Authentisign Allen Guerin 08/19/2020
8/19/2020 9:14:43 AM EDT
Print Name: Allen Guerin

Date: August 18, 2020 Signature: Authentisign Kristen Guerin 08/19/2020
Print Name: Kristen Guerin

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 2 – Amended Part 1 of Full Environmental Assessment Form Prepared Pursuant to the State Environmental Quality Review Act ("SEQRA") with Attachments "A" and "B"

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amended Part 1 of Full Environmental Assessment Form with Attachments
Date: December 17, 2020

Full Environmental Assessment Form Part 1 - Project and Setting

Prepared By: Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 510-4338
E-mail: shopkins@hsr-legal.com

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Proposed Multifamily Project		
Project Location (describe, and attach a general location map): 2160 and 2170 North Forest Road - Town of Amherst - Erie County		
Brief Description of Proposed Action (include purpose or need): The proposed action involves an amendment of the land use classification of 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and an amendment of the Audubon Development Plan to accommodate the development of the Project Site as a three-story multifamily building consisting of 8 attached residential units for lease and all related site improvements as depicted on the Concept Site Plan prepared by Silvestri Architects, P.C. The proposed action has been defined broadly to include the construction of the proposed two-story multifamily building as well as all necessary site improvements including: parking spaces, a curb cut onto North Forest Road, access aisles, water and sanitary sewer lines as well as utility connections. Although the proposed project ("action") will not cross of any of the thresholds for a Type I action contained in 6 NYCRR Part 617.4. of SEQRA Regulations, it is a Type I action due the proximity of the Project Site to Ellicott Creek, which is a flowing watercourse, pursuant to a local law adopted by the Town of Amherst in 1982. The local law requires projects within 100 ft. of a flowing watercourse to be classified as Type I action. Given that the proposed project will not result in any potentially significant adverse environmental impacts, the issuance of a negative declaration pursuant to SEQRA is appropriate.		
Name of Applicant/Sponsor: Coromandel Estates Amherst LLC c/o Sean Hopkins, Esq.	Telephone: 716.510-4338 E-Mail: shopkins@hsr-legal.com	
Address: 5500 Main Street, Suite 343		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role): Same as Above.	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Allen and Kristen Guerin	Telephone: E-Mail:	
Address: 270 Rosedale Boulevard		
City/PO: Amherst	State: NY	Zip Code: 14226

REVISED
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PLANNING DEPT.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town of Amherst Town Board - Reclassification NCD Property and Amend. of Audubon Dev. Plan	August 24, 2020
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board - Site Plan Approval	To be Determined
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☑Yes ☐No	Building Dept. - Building and Floodplain Permits; Stormwater Permit - Eng. Dept.	To be Determined
e. County agencies ☑Yes ☐No	ECDPW - Curb cut onto North Forest Road; ECWA - Water	To be Determined
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC - DSCA and SPDES Permit and NYSOPRHP - Cultural resource review	To be Determined
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No
iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No
If Yes, identify the plan(s):
NYS Heritage Areas:West Erie Canal Corridor

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

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

C.3. Zoning

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

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

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

C.4. Existing community services.

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

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

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

d. What parks serve the project site?
There are various Town parks that will be accessible to future residents of the project.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Multifamily residential consisting of attached residential units for lease.

b. a. Total acreage of the site of the proposed action? 2.35 acres
b. Total acreage to be physically disturbed? 1.3 +/- acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.35 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

f. Does the project include new residen... uses? ☑ Yes ☐ No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				8
At completion of all phases				8

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☑ No
If Yes,
i. Total number of structures _____
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑ Yes ☐ No
If Yes,
i. Purpose of the impoundment: Stormwater management.
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑ Other specify: Runoff from impervious surfaces to be located on the Project Site.
iii. If other than water, identify the type of impounded/contained liquids and their source.
iv. Approximate size of the proposed impoundment. Volume: TBD million gallons; surface area: 0.3 acres
v. Dimensions of the proposed dam or impounding structure: n/a height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
impoundment is an excavation, a dam is not required

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☑ No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
i. What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

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

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

Attached as Attachment "A" of this Amended Part 1 of the Full EAF is a wetland investigation letter prepared by Scott Livingstone of Earth Dimensions, Inc. dated July 7, 2020 confirming there are not any wetland subject to the jurisdiction of either of the NYS Dept. of Environmental Conservation of the United States Army Corps of Engineers located on the Project Site.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

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

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

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

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 1,850 gallons/day

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

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

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

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

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

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

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

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

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

i. Total anticipated liquid waste generation per day: 1,850 gallons/day

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

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

- Name of wastewater treatment plant to be used: Town of Amherst Waste Water Treatment Plan on Tonawanda Creek Road
- Name of district: Town of Amherst Consolidated Sanitary Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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

If Yes:

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

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

If Yes:

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

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

_____

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

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

If Yes:

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

_____ Square feet or 0.5 acres (impervious surface)

_____ Square feet or 2.35 acres (parcel size)

ii. Describe types of new point sources. roof, parking lot

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Private on-site storm water management area. Discharge will be to Ellicott Creek.

- If to surface waters, identify receiving water bodies or wetlands: Ellicott Creek.
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

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

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

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

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

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

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

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

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: Typical energy usage for a project of this type

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

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

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

i. During Construction:

- Monday - Friday: 7:00 a.m. to 7:00 p.m.
- Saturday: 8:00 a.m. to 5:00 p.m.
- Sunday: As needed
- Holidays: Not Applicable

ii. During Operations:

- Monday - Friday: Not Applicable
- Saturday: Not Applicable
- Sunday: Not Applicable
- Holidays: Not Applicable

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

If yes:

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

There will be short-term unavoidable noise impacts during the construction of the project that will result from construction equipment.

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

Describe:

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

If yes:

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

Parking lot lights, 15' mounting height, dark sky compliant, minimum of 30' from nearest residence.

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

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: 3 tons per week (unit of time)
- Operation : 2 tons per month (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: at the discretion of the contractor
- Operation: Project will follow town of Amherst recycling program

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: NYSDEC approved landfill
- Operation: NYSDEC approved landfill

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Asbury Pointe Retirement Community

ii. If mix of uses, generally describe:

There are a mixture of land uses in the vicinity of the Project Site including single-family homes, the Asbury Pointe Retirement Community and the Audubon Women's Health Medical Office.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0.9	+0.9
• Forested	.5	.5	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	1.8	.4	-1.4
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: lawn/landscaping		0.3	+1.4

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c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑Yes ☐No
If Yes,
i. Identify Facilities:
The Asbury Pointe Retirement Community is located at 50 Stahl Road.

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

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v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☐No

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >5 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:
Cosad loamy fine sand 100 %
_____ %
_____ %

d. What is the average depth to the water table on the project site? Average: >5 feet

e. Drainage status of project site soils:
☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☑ Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

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

h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

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

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

- Streams: Name 837-25 Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☑Yes ☐No
If yes, name of impaired water body/bodies and basis for listing as impaired:
Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life

i. Is the project site in a designated Floodway? [There will not be any development in the Floodway associated with Ellicott Creek.] ☑Yes ☐No

j. Is the project site in the 100-year Floodplain? ☑Yes ☐No

k. Is the project site in the 500-year Floodplain? ☑Yes ☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:
i. Name of aquifer: _____

[Note: Attached as Attachment "A" of this Amended Part 1 of the Full EAF is a wetland investigation letter prepared by Scott Livingstone of Earth Dimensions, Inc. dated July 7, 2020 confirming there are not any wetland subject to the jurisdiction of either of the NYS Dept. of Environmental Conservation of the United States Army Corps of Engineers located on the Project Site.]

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

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

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

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

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

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

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

[Note: A copy of the No Impact determination letter issued by the NYS Office of Parks, Recreation and Historic Preservation dated October 30, 2020 is provided at Attachment "B" of this Amended Part 1 of the Full EAF.]

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Coromandel Estates Amherst LLC Date December 17, 2020

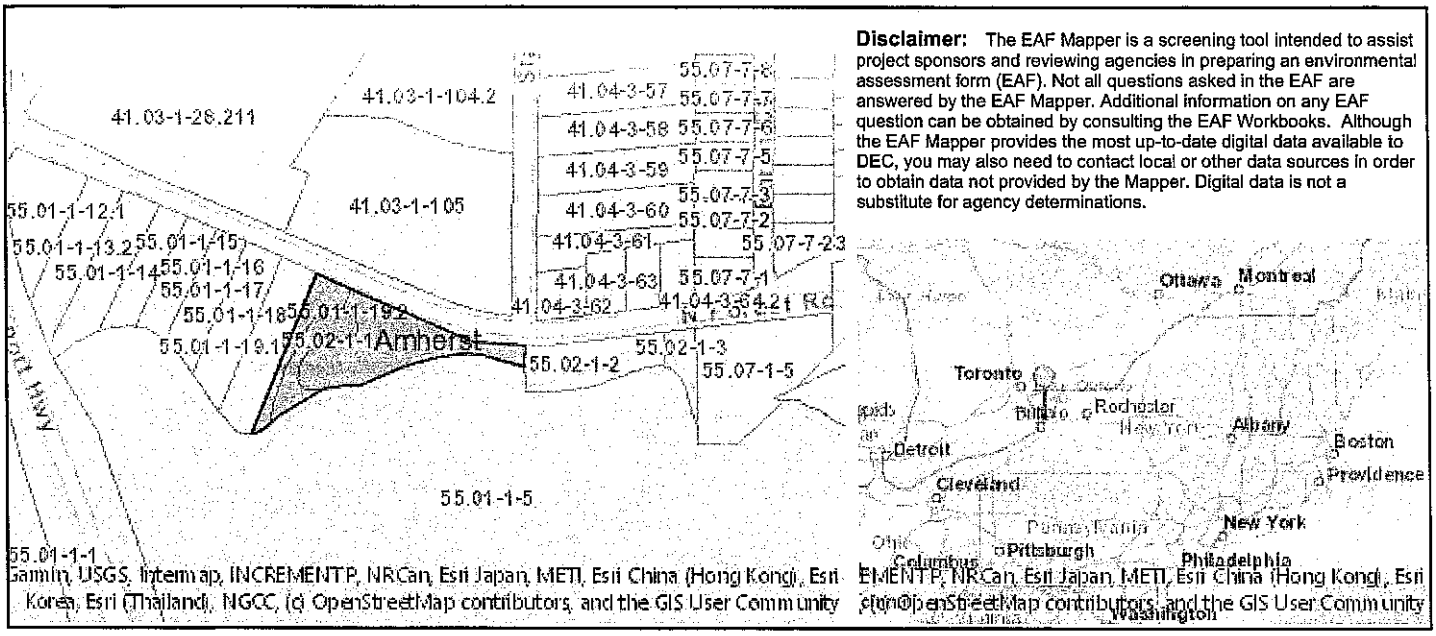
Signature _____ Title Counsel for Project Sponsor

PRINT FORM

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

EAF Mapper Summary Report

Monday, August 17, 2020 7:45 AM



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

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	837-25
E.2.h.iv [Surface Water Features - Stream Classification]	B
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Attachment "A" of Amended Part 1 of Full Environmental Assessment Form – Wetland Investigation Letter of Scott J. Livingstone of Earth Dimensions, Inc. dated July 7, 2020

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

EARTH DIMENSIONS, INC.
* Soil & Hydrogeologic Investigations * Wetland Delineations
1091 Jamison Road, Elma NY 14059
(716) 655-1717 * Fax (716) 655-2915 www.earthdimensions.com

July 7, 2020 W4E87a

Thiru Vikram
4515 Chestnut Ridge Road
Amherst, New York 14228

Re: Preliminary Wetland Investigation – 1.9± acres
2160-2170 North Forest Road
Town of Amherst
Erie County, New York

Dear Mr. Vikram:

Earth Dimensions, Inc. (EDI) has completed a preliminary wetland investigation at the above referenced site for the purpose of identifying potential regulated wetlands and waterways. The site investigation was conducted on July 7, 2020. The attached map depicts the limits of our investigation. EDI did not identify any federally regulated wetlands as defined by the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manuals within the limits of investigation. However, Ellicott Creek abuts the site on the south boundary and would be regulated by USACE under Section 404 of the Clean Water Act.

The New York State Department of Environmental Conservation (NYSDEC) On-line Resource Mapper does not depict any Freshwater Wetlands within or adjacent to the subject parcel. NYSDEC, thus, has no jurisdiction over any wetlands within the site. However, Ellicott Creek is a Class B stream and is regulated under Article 15 of New York Conservation Law.

Based on this investigation, it is our professional opinion that as long as no disturbance is proposed to the bed and banks of Ellicott Creek, your project may move forward without the need for a Section 404 permit from USACE or Article 15 permit from NYSDEC. Should your project propose impacts to the bed or banks of Ellicott Creek, we recommend that a Joint Application for permit be submitted to USACE and/or NYSDEC with a request for a Section 404 and/or an Article 15 permit, respectively.

If you have any questions, please contact our office at (716) 655-1717 or email slivingstone@earthdimensions.com.

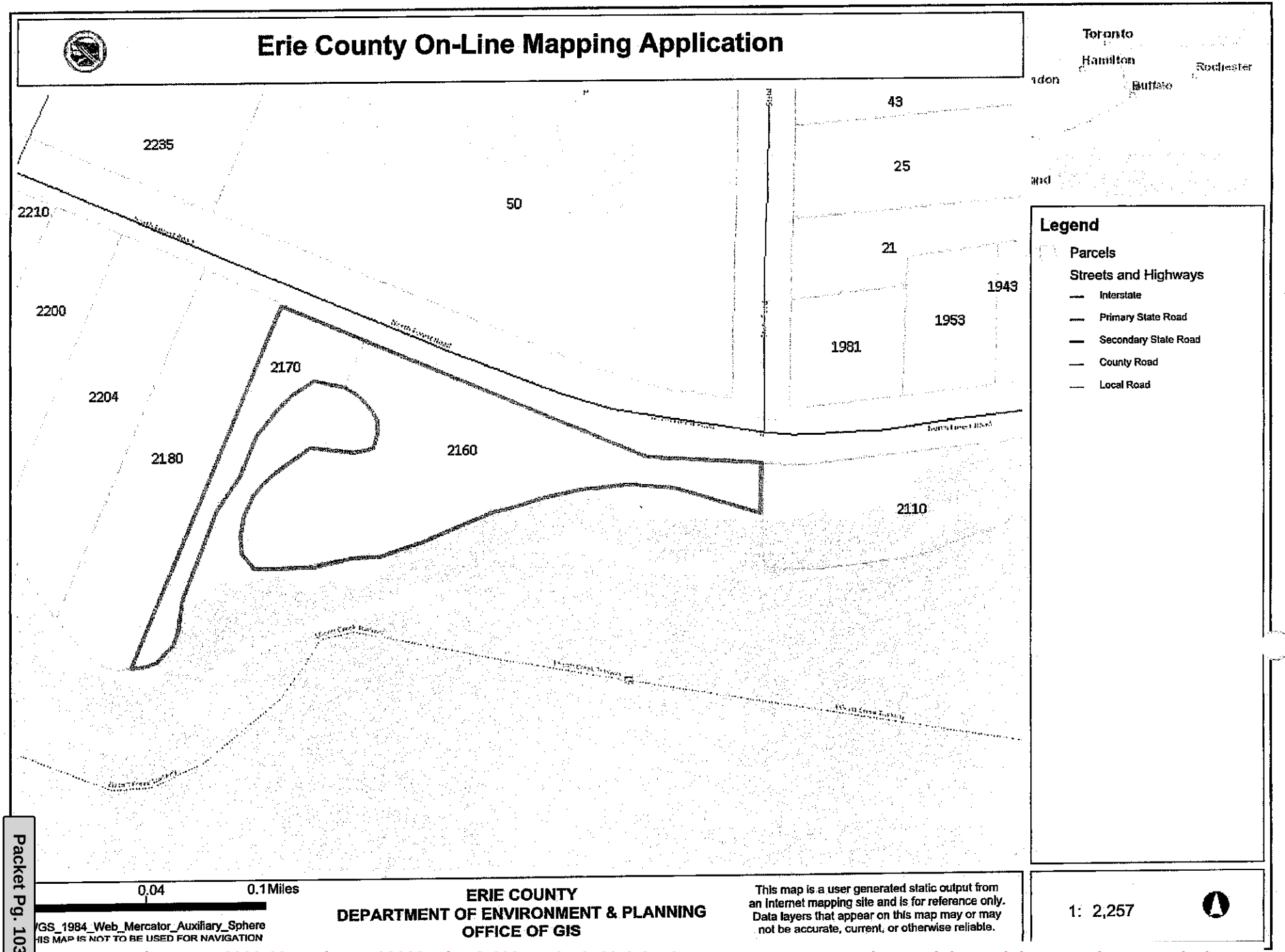
Very truly yours,
Earth Dimensions, Inc.

Scott J. Livingstone
Wetlands Operations Manager

Encl.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Erie County On-Line Mapping Application



ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

GS_1984_Web_Mercator_Auxiliary_Sphere
HIS MAP IS NOT TO BE USED FOR NAVIGATION

Attachment "B" of Amended Part 1 of Full Environmental Assessment Form – No Impact Determination Letter of Josalyn Ferguson of the New York State Office of Parks, Recreation and Historic Preservation dated October 30, 2020

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

NEW YORK STATE OF OPPORTUNITY | Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

October 30, 2020

Roberta Rappoccio
Associate Planner
Town of Amherst, NY Planning Department
5583 Main Street
Amherst, NY 14221

Re: DEC
Rezoning for 18-Unit 3-story New Construction Project
2160 North Forest Rd, Amherst, Erie County, NY
20PR05460
Z-2020-06

Dear Roberta Rappoccio:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the Phase I Archaeological Reconnaissance Survey report prepared by the University at Buffalo's Archaeological Survey (Whalen & Angelini, October 2020; 20SR00539) in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation, and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources.

Based on this review, it is OPRHP's understanding that no archaeological sites were identified during the above-noted investigation, and we concur with the report's conclusion that no further archaeological investigations are warranted. It is, therefore, OPRHP's opinion that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project. Should the project design be changed OPRHP recommends further consultation with this office.

If you have any questions, I can be reached via e-mail at Josalyn.Ferguson@parks.ny.gov.

Sincerely,

Josalyn Ferguson, Ph.D.
Scientist Archaeology

via email only

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 3 – Legal Description of Property to be Reclassified from NCD-SA to NCD-ND

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

EXHIBIT 3 OF AMENDED APPLICATION

LEGAL DESCRIPTION OF PROPERTY TO BE RECLASSFIED FROM NCD-SA TO NCD-ND – 2160 AND 2170 NORTH FOREST ROAD

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lot 68, Township 12, Range 7 of the Holland Land Survey so-called and further bounded and described as follows.

BEGINNING at the intersection of the centerline of Stahl Road (66.0 feet wide) with the centerline of North Forest Road (66.0 feet wide):

THENCE: Southerly, along the centerline of Stahl Road extended southerly, a distance of 108 feet more or less to the north bank of Ellicott Creek;

THENCE: Westerly along said north bank of Ellicott Creek, a distance of 583 feet more or less to the west line of lands conveyed to Peter D. Durham by deed recorded in the Erie County Clerk's Office in Liber 9264 of Deeds at page 188;

THENCE: Northerly along said west line of Peter D. Durham lands, a distance of 10 feet more or less to the north bank of Ellicott Creek;

THENCE: Westerly and southerly along said north bank of Ellicott Creek, a distance of 227 feet more or less to a point distant 100 feet westerly from the said west line of Peter D. Durham lands as measured at right angles;

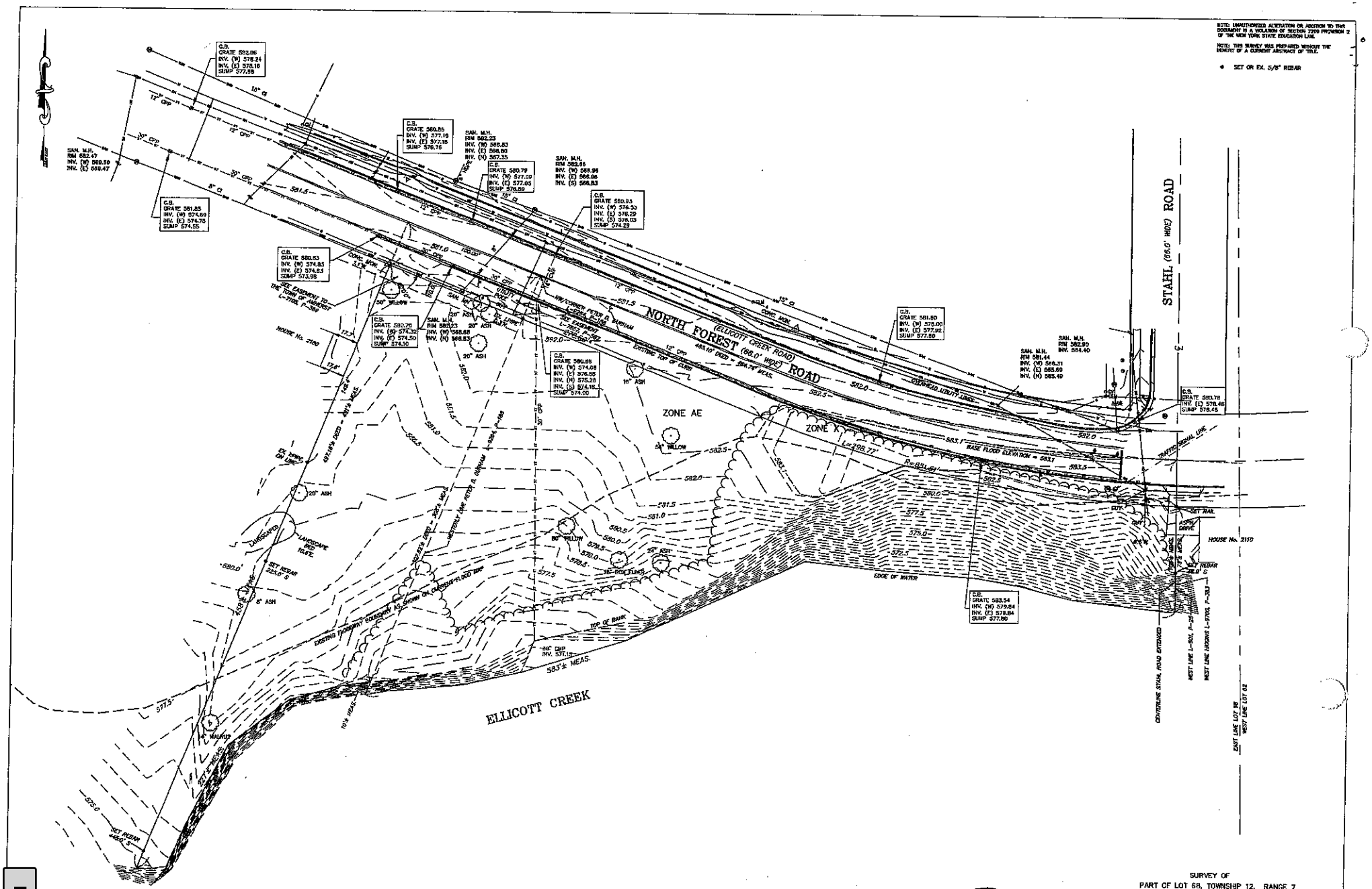
THENCE: Northerly along a line parallel with the west line of said Peter D. Durham lands distant 100.00 feet westerly therefrom measured at right angles, a distance of 491 feet more or less to the centerline of North Forest Road;

THENCE: Easterly, along said centerline of North Forest Road, a distance of 564.74 feet to the POINT OR PLACE OF BEGINNING.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 4 – Reduced Size Copy of Survey of 2160 and 2170 North Forest Road as Prepared by GPI Surveying dated July 13, 2020

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



	REVISION/TYPE
D	UPDATE SURVEY AND TOPOGRAPHY
	RE-SURVEY
7	REVISED FLOODWAY BOUNDARY

REFERENCES:

SEE SURVEY PREPARED BY GORDON & BRODERICK ASSOCIATES JOB No. 2-15-219
SEE SURVEY PREPARED BY GORDON & BRODERICK ASSOCIATES JOB No. 2-24-219
LETTER OF MAP REVISION (LOMR) CASE No. 95-02-015P DATED 1/11/96
FLOOD INSURANCE RATE MAP NUMBER 36029C0069H DATED JUNE 7, 2019*
*MAP NUMBER 36029C0069H DATED 6/7/19 SUPERCEDES LOMR CASE No. 95-02-015P DATED 1/11/96

EQUITY TITLE REPORT No. E18-10758T EXCEPTIONS:

EASEMENT TO THE TOWN OF AMHERST L-7105, P-369 – AS SHOWN

EASEMENT TO NEW YORK TELEPHONE COMPANY L-7957, P-307 – AS SHOWN

STATE OF NEW YORK
MARK L. ANDREWS
LICENSED LAND SURVEYOR
050405

SURVEY OF
PART OF LOT 68, TOWNSHIP 12, RANGE 7
HOLLAND LAND COMPANY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

GPI ENGINEERING, LANDSCAPE ARCHITECTURE & SURVEYING, LLP
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
4820 CONSHOR STREET, SUITE 100
BUFFALO, NEW YORK 14228
(716) 633-4844 FAX 633-4840

Job No. 5083-BOUNDARY Date: JUNE 24, 2014
Scale 1" = 40' Tax No.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 5 – Responses to Questions 11A & 11B of the Rezoning Application

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

EXHIBIT 5

AMENDED APPLICATION TO RECLASSIFY 2160 AND 2170 NORTH FOREST ROAD FROM NCD-SA TO NCD-ND

Question 11(A): **Description of the character of the proposed development:**

Response to Question 11(A): The modified layout of the proposed residential project is depicted on the updated Concept Site Plan prepared by Silvestri Architects P.C. A full size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 12/16/20] is attached to this Amended Application and a reduced size copy is also provided at Exhibit "7". The updated layout of the proposed residential project consists of a two-story building consisting of eight (8) units for lease with related site improvements as depicted on the updated Concept Site Plan. It is important to mention that the updated Concept Plan reflects a deliberate effort made by the project team to reduce the density of the proposed multifamily project that previously consisted of a three-story building with eighteen (18) units. A copy of the previous Concept Plan for the project as prepared by Carmina Wood Morris DPC is provided at Exhibit "8" of this Amended Application.

It is important to mention that the layout of the proposed project as depicted on the updated Concept Site Plan provided is not meant to represent the final layout of the proposed project since modifications may be necessary based on the project review process and the preparation of fully engineered plans.

Question 11(B)(1): **Rationale for rezoning request: 1. Why was this site chosen?**

Response to Question 11(B)(1): The Project Site is an appropriate location for the proposed project given its location on North Forest Road in an area that consist of a mixture of uses and zoning

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

classifications. The Project Site was listed for sale and the Petitioner has entered into a contract to purchase the Project Site.

Question 11(B)(2): Why cannot land be used with the existing zoning?

Response to Question 11(B)(2): The Project Site is currently zoned NCD-SA. The allowable uses of property zoned NCD-SA are extremely limited given that the NCD-SA classification is intended for agricultural uses in rural areas.

Question 11(B)(3): How will this rezoning impact surrounding properties?

Response to Question 11(B)(3): The requested reclassification of the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project will not result in any potentially significant adverse impacts on surrounding properties. The density of the proposed residential project has been reduced from eighteen (18) units to eight (8) units as depicted on the updated Concept Plan prepared by Silvestri Architects P.C. [Drawing AS-101 – Date: 12/16/20]. An effort has been to reduce the density of the residential project and also to design the residential project to minimize environmental impacts associated with the proximity of Ellicott Creek. A completed Amended Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is attached as Exhibit "2".

Question 11(B)(4): How will this rezoning impact the school system?

Response to Question 11(B)(4): The proposed project will have positive impacts on the school district since the project will generate annual property taxes to be received by taxing jurisdictions. The proposed project will not generate a substantial demand for educational services.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 6 – Responses to Questions 16A, 16B, 16D & 16E of the Rezoning Application

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

EXHIBIT 6

AMENDED APPLICATION TO RECLASSIFY 2160 AND 2170 NORTH FOREST ROAD FROM NCD-SA TO NCD-ND

Question 16(A)(1): **State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps and/or figures in the plan that support the proposed zoning at this location.**

Response to Question 16(A)(1): The request to reclassify the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project consisting of eighteen attached units for lease is consistent with the adopted Bicentennial Comprehensive Plan. The Town of Amherst adopted the Bicentennial Comprehensive Plan in January of 2007 after completing a lengthy planning process that included numerous public meetings and public hearings involving the Comprehensive Plan Advisory Committee, the Planning Board and the Town Board.[1] On September 3, 2019, the Town Board most recently adopted an amendments to the Bicentennial Comprehensive Plan. The Comprehensive Plan is intended to guide future growth and redevelopment in the Town.

Figure 6 of the Bicentennial Comprehensive Plan is the Conceptual Land Use Plan and it depicts the Project Site as being appropriate for "Mixed Residential" use. A copy of Figure 6 of the Comprehensive Plan is provided at Exhibit "9". The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development in the Town of Amherst. The Mixed-Residential land use category is described in Chapter 3 of the Comprehensive Plan as

[1] A copy of the resolution adopted by the Town Board on January 2, 2007 for the purpose of adopting the Bicentennial Comprehensive Plan pursuant to Town Law Section 272-a is included at the beginning of the Comprehensive Plan. This resolution recites the lengthy planning history that incorporated numerous opportunities for public input as well as a coordinated environmental review pursuant to SEQRA that involved the preparation a Generic EIS and the issuance of a Findings Statement.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

being appropriate for a residential density of 4-12 units per acre the density of the proposed project is 7.66 units per acre.

Question 16(A)(2): Cite all text, map, and/or figures that must be amended to support the proposed zoning at this location and provide detailed suggested amendments.

Response to Question 16(A)(2): The adopted Comprehensive Plan does not need to be amended to accommodate the requested reclassification of the Project Site from NCD-SA to NCD-ND.

Question 16(A)(3): State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

Response to Question 16(A)(3): Section 1-2-1 of the Zoning Code is titled "Purpose" and it states as follows:

> *"The purpose of this Zoning Ordinance and the intent of the legislative authority in its adoption is to promote the environment of the town and its public health, safety, convenience, comfort, prosperity and the general welfare by regulating the use of buildings, other structures and land for residences, open space, public facilities, business, services, industry or other purposes; by regulating and restricting the bulk, height, design, building coverage and location of structures; by regulating and limiting population density; and for the aforesaid purposes, to divide the land within the limits of the town into districts of such number and dimensions generally consistent with the policies of the Comprehensive Plan and to provide procedures for the administration and amendment of said Zoning Ordinance."*

The request reclassification of the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project is consistent with the "Purpose" of the Zoning Code. Section 1-2-2 of the Zoning Code sets forth the objectives of the Zoning Code. This section of the Zoning Code lists thirteen (13) objectives that are discussed below as follows:

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

A. To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development;

Response: The proposed project will be consistent with the objective of protecting the character and value of existing land uses and represents orderly and beneficial development.

B. To provide adequate open spaces for light, air and outdoor uses to include public, common and private open space areas;

Response: The proposed project is consistent with this objective.

C. To prevent overcrowding of land;

Response: The proposed residential project will not result in the overcrowding of land.

D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;

Response: The proposed residential project will not result in an excessive concentration of population. The proposed residential project is not an example of uncoordinated development.

E. To regulate and control the location and spacing of buildings on the lot and in relation to the surrounding property generally consistent with the policies of the Comprehensive Plan.

Response: The requested reclassification of the Project Site from NCD-SA to NCD-ND and the proposed residential project are consistent with the policies of the Comprehensive Plan.

F. To protect persons and property from damage and injury due to fire or flood;

Response: The Site Plan review process will trigger the need for an Engineer's Report and SWPPP prepared by a licensed engineer to be prepared for review and approval by the Town's Engineering Department. The residential project will not increase the

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

likelihood of damage and injury due to fire and flood. The proposed project will be constructed per the stringent requirements of the NYS Building Code including the fire safety standards contained therein.

G. To preserve and protect significant natural features and vegetation, thereby preventing ecological damage and visual blight which occur when those features or vegetation are eliminated or substantially altered to serve development purposes only.

Response: The proposed residential project will not be inconsistent with this objective.

H. To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.

Response: The development of the Project Site in a manner consistent with the updated Concept Site Plan depicting a two-story building with 8 units will result in a residential project that is aesthetically harmonious with nearby areas and structures.

I. To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety.

Response: The proposed residential project will not result in any potentially significant traffic impacts and only curb cut will be provided onto North Forest Road, which is an Erie County Highway. The potential traffic impacts of the proposed project will be evaluated in connection with the coordinated environmental review of the project pursuant to SEQRA.

J. To establish zoning patterns that insure economical extensions for sewers, water supply waste disposal and other public utilities, as well as development of recreation, schools and other public facilities;

Response: The Project Site has access to sanitary sewer and water lines as well as necessary public utilities.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

K. To guide the future development of the town so as to being the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan.

Response: The proposed reclassification of the Project Site from NCD-SA to NCD-ND is consistent with this objective since the project is generally consistent with the recommended land use category of "Mixed Residential" as well as the planning objectives and policies in the Comprehensive Plan.

L. To accomplish the specific intents and goals set forth in the introduction to the respective sections.

Response: The proposed residential project is consistent with this objective.

M. To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

Response: The proposed residential project will not be inconsistent with this objective.

Question 16(C): Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

Response to Question 16(C): The proposed project is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood.

Question 16(D): Suitability of the subject property for uses permitted by the current versus the proposed district:

Response to Question 16(D): The Project Site is not suitable for agricultural uses allowed in the NCD-SA district given its size, location and nearby land uses.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

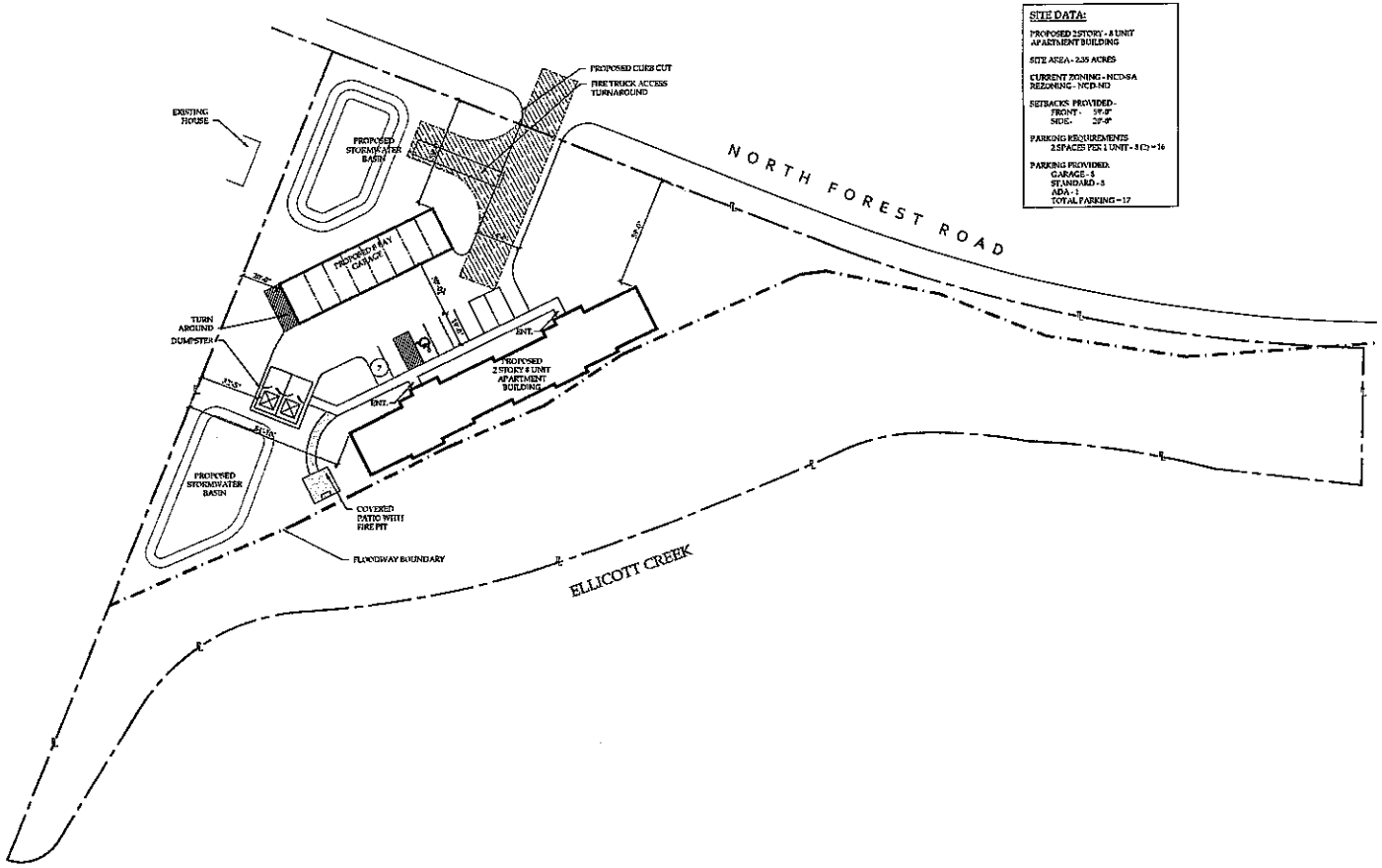
Question 16(E): **Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:**

Response to Question 16(D): The requested reclassification of the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project will have positive impacts on the balance of uses in the Town since there is demand for upscale attached residential units for lease in the Town.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 7 – Reduced Size Copy of the Updated Concept Site Plan for the Proposed Project as Prepared by Silvestri Architects PC [Drawing AS-101 – Date: 12/16/20] [Note: A full size copy of Updated Concept Site Plan is also attached to this Amended Application]

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



NOTICE

This document, the property of, prepared and issued by the architect, is submitted for the specific project named _____ and the recipient by accepting this document assumes custody and agrees that this document will not be copied or reproduced in part or in whole, and any special features peculiar to this design shall not be incorporated in any other project, unless prior agreement has been obtained in writing. These documents will be returned immediately upon completion of the project or upon the request of the architect.
This document is the exclusive property of the architect, no rights to ownership are transferable, or shall be lost by the filing of this document with any and all public authorities for the purpose of compliance with Codes and or Ordinances, i.e. Building Permit, etc.

NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL R.Silvestri
PROJ. ARCH. S.Hunt DRAFTER B.Meinhardt
JOB CAPT. _____ INTERIORS K. Hanssen

SEAL:

TITLE:
CONCEPT SITE PLAN

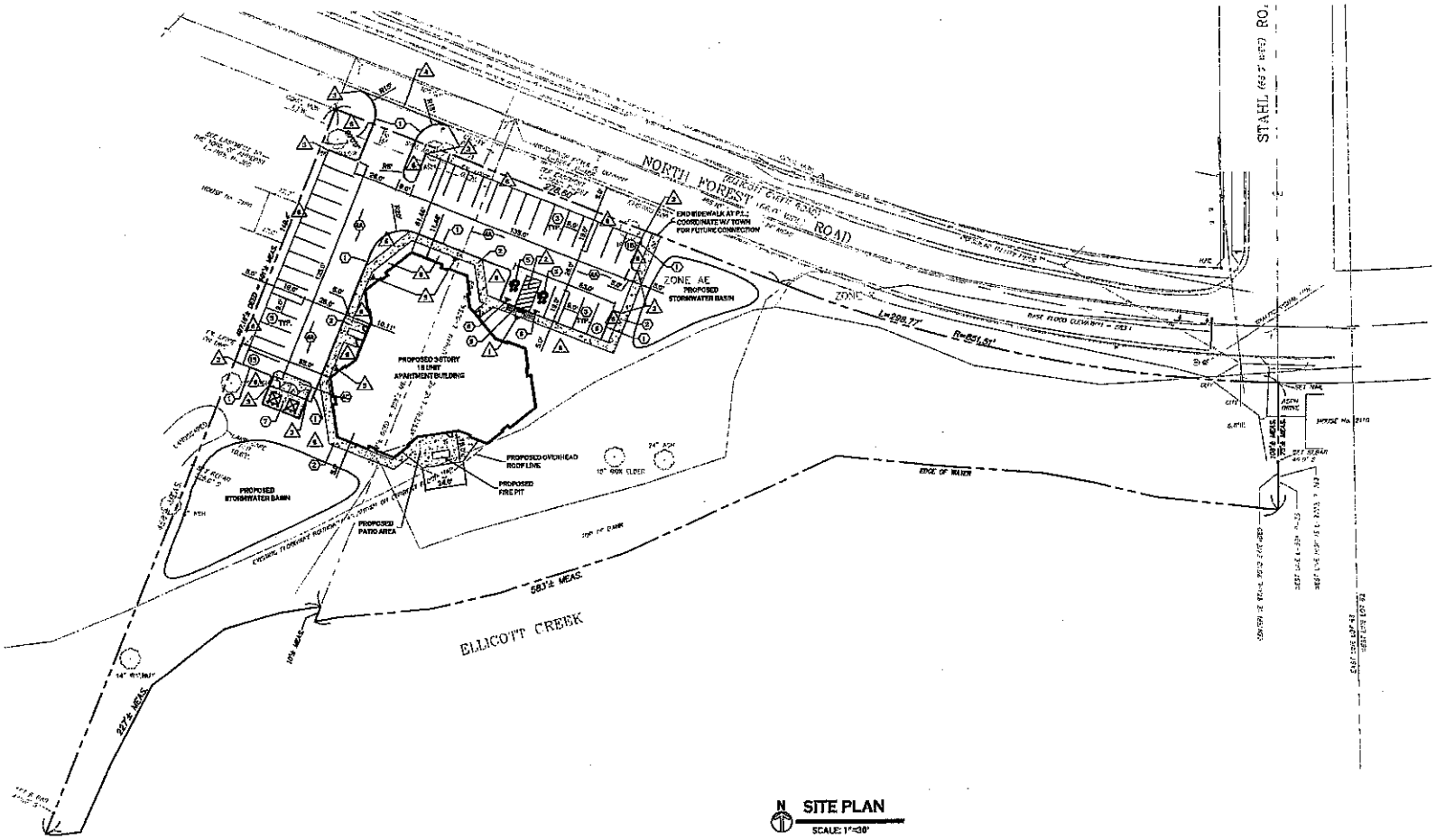
SILVESTRI
ARCHITECTS • PC
1321 MILLERSPORT HWY PH. 716.691.0909
AMHERST, NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 12/16/20
DRAWING #: AS-101

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Exhibit 8 – Reduced Size Copy of the Previous Concept Site Plan as Prepared by Carmina Wood Morris DPC [Drawing C-100 – Date: August 2020]

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



N SITE PLAN
SCALE: 1"=30'

SITE DATA

TOTAL SITE 2.36 ACRES
ZONED: HCD-8A (CURRENT) TO BE REZONED TO HCD-AD
USE: PROPOSED 3-STORY 18 UNIT APARTMENT BUILDING

PARKING REQ'D: 2 SPACE PER UNIT.
18 UNITS x 2 = 36 SPACES REQ'D.
56 SPACES PROVIDED.

SITE LEGEND

- PROPERTY LINE
- PROPOSED CONCRETE CURB
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SIGN
- PROPOSED PARKING NUMBER (27)
- PROPOSED LIGHT POLE
- PROPOSED WALL MOUNTED LIGHT

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CAMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30 0 30 60FT.

GENERAL NOTES:

1. INSTALL ALL MATERIALS TO MANUFACTURER'S RECOMMENDATIONS AND BEST STANDARDS OF TRADE INVOLVED.
2. SUBSTITUTIONS SHALL BE MADE ONLY WITH OWNER'S APPROVAL AND OF EQUIVALENT QUALITY TO WHAT IS SPECIFIED.
3. WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND OSHA SAFETY RULES AND REGULATIONS.
4. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE SITE. NOTIFY OWNER & ENGINEER OF DISCREPANCIES IN CONDITIONS SHOWN ON DRAWINGS PRIOR TO PROCEEDING WITH THE WORK.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ANY EXISTING STRUCTURES TO REMAIN AND ANY FINISH MATERIAL INSTALLED WHILE WORKING ON OTHER COMPONENTS.
6. CONTRACTOR SHALL KEEP JOB FREE OF DEBRIS AND MAKE FINAL CLEANUP TO SATISFACTION OF OWNER.
7. CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION SO THAT THIS WORK WILL NOT DISTURB EXISTING LINES AND/OR INSTALLATIONS. COORDINATE ALL WORK WITH THE APPLICABLE UTILITY COMPANIES.
8. ALL OTHER PERMITS REQUIRED BY STATE OF NEW YORK, COUNTY OF ERIE, AND TOWN OF AMHERST ARE THE RESPONSIBILITY OF THE CONTRACTOR / DEVELOPER / OWNER.

SITE NOTES:

1. ALL RADII SHALL BE 3'-0" UNLESS OTHERWISE NOTED.
2. ALL DISTURBED AREAS: SHALL HAVE 4" MIN. OF TOPSOIL AND SEED.
3. ALL DIMENSIONS FROM PROPERTY LINES SHALL BE MEASURED PERPENDICULAR TO THE PROPERTY LINE.
4. CENTER ENTRANCE SIDEWALKS ON DOOR OPENINGS.
5. BUILDING DIMENSIONS ARE APPROXIMATE, REFER TO ARCHITECTURAL DRAWINGS FOR LAYOUT DIMENSIONS.

DETAIL LEGEND SEE SITE DETAIL SHEET

1. CONCRETE CURB
2. CONCRETE SIDEWALK, 5' WIDE UNLESS OTHERWISE NOTED
3. 90° PARKING STALL
4. STANDARD DUTY ASPHALT
4C. EXTERIOR CONCRETE SLAB ON GRADE
5. HANDICAP PAVEMENT MARKINGS
6. HANDICAPPED PARKING SIGN
7. DUMPSTER ENCLOSURE
8. LIGHT POLE FOUNDATION
9. HANDICAP PAVEMENT RAMP

NOTE LEGEND

A. INSTALL "NO PARKING" SIGN, M.U.T.C.D. SIGN NO. R7-1C
A. 4" WIDE YELLOW PAINT STRIPE @ 45° @ 2'-0" O.C., INFILL AREA AS SHOWN
A. BOX OUT CURB IN 2' OR MATCH EXISTING CURB
A. MATCH EX. EDGE OF PAVEMENT, SAWCUT AS REQ'D TO ACHIEVE SQUARE EDGE TO MATCH
A. INSTALL "NO PARKING - FIRE LANE" SIGN, M.U.T.C.D. SIGN NO. R8-3
A. LANDSCAPED AREA - SEE LANDSCAPE PLAN. IF NO PLANTINGS, INSTALL TOPSOIL & SEED

© Camina Wood Morris DPC
All plans, sketches, designs, drawings, specifications, models, computer files, data and other documents prepared by the professional engineering consultants of Camina Wood Morris DPC are their instruments of service and shall remain their property. They are not to be changed or copied in any form or manner whatsoever nor are they to be assigned to any third party without first obtaining the express written permission and consent of Camina Wood Morris DPC. In the event of unauthorized reuse of these documents by the Owner or by any person, firm or corporation other than the client for whom they were prepared, or by others on any other project, or for any revisions to these documents, or for any project not specifically contemplated at the time of preparation, the Owner shall indemnify and hold harmless Camina Wood Morris DPC from any claims, damages, losses, expenses, including attorneys' fees, arising out of or resulting therefrom. WARNING: It is a violation of Article 145, Section 7209 of the New York State Education Law for any person, unless acting under the direction of a licensed professional engineer, to alter this document in any way. If any alteration is made to this document, the alterer shall affix to the document his seal and the notation "Altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

Camina Wood Morris DPC
467 Main Street Suite 300
Buffalo, New York 14203
P 716.842.3195
F 716.842.0263

REVISIONS:
No. Description Date

PROJECT NAME:
Site Development Plans for:
Proposed 3-Story Apartment bldg
2160 - 2170 North F[illegible] Road
Amherst, New York

Date: 08/2020
Drawn by: C. Wood
Scale: As Noted

DRAWING NAME:
Concept
Site Plan

DRAWING NO.
C-100
Project no.: 20.143

Packet Pg. 123

7.1.d

Exhibit 9 - Color Copy of Figure 6 of the Adopted Bicentennial Comprehensive Plan (titled "Conceptual Land Use Plan")

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Town of Amherst Bicentennial Comprehensive Plan

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

Location of Project Site - Designated as Appropriate for Mixed Residential Use

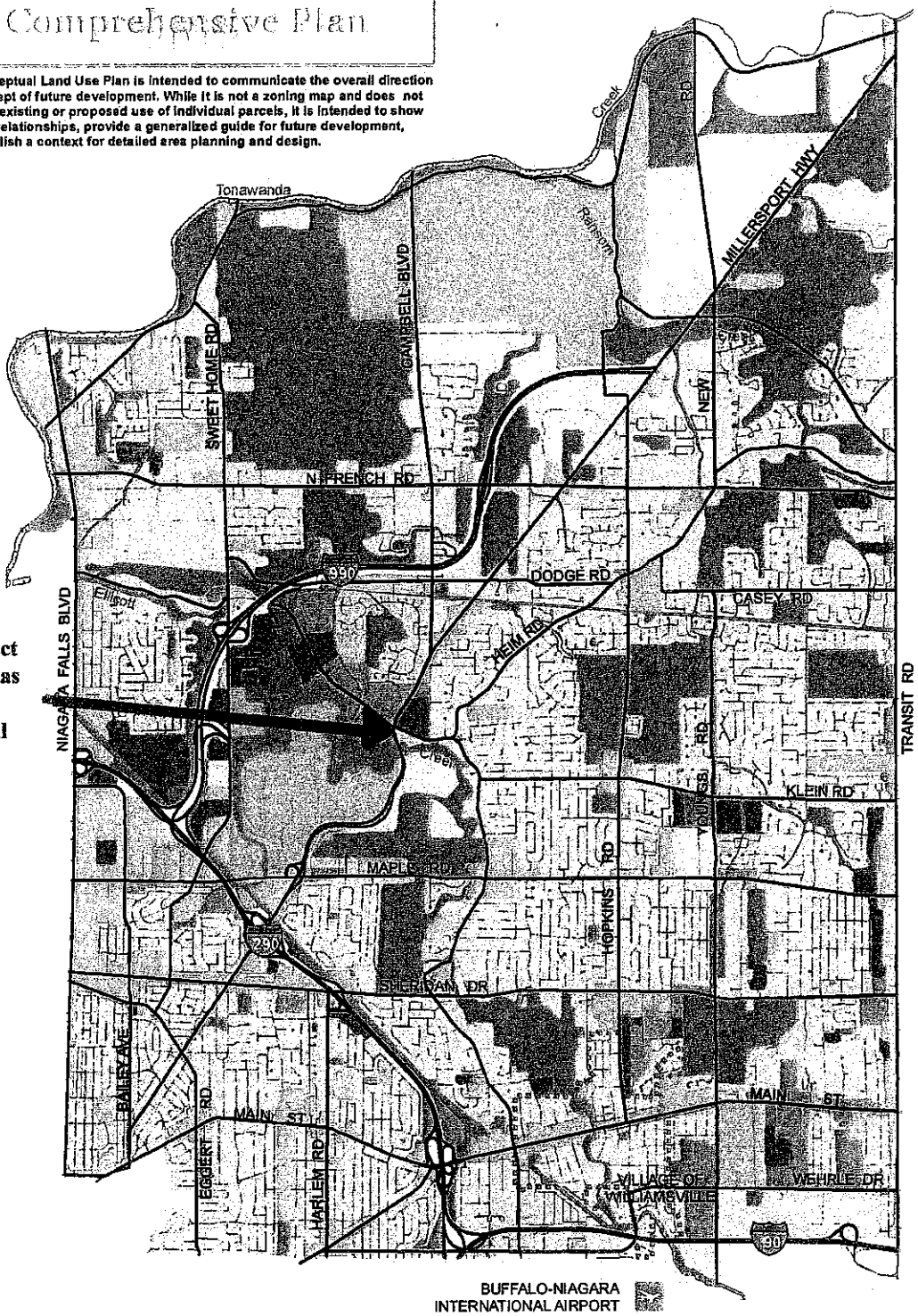


FIGURE 6

Conceptual Land Use Plan

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

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

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

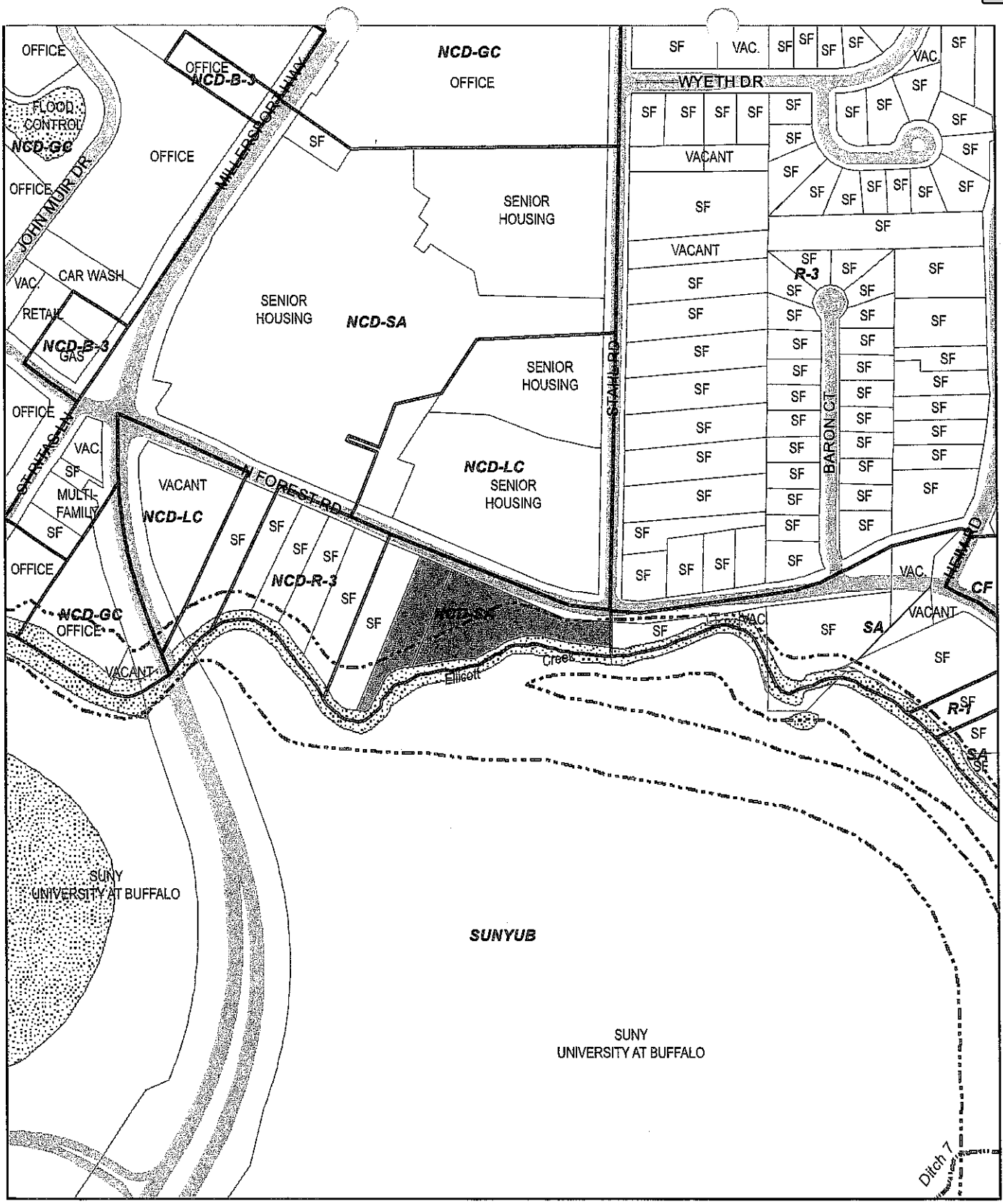
Map Compiled by the Town of Amherst Planning Department

Date: September 2019

N

0 0.25 0.5 0.75 1 1.25
Miles

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



Z-2020-06
Proposed Amendment #73 to the Audubon New Community Development Plan to Reclassify 2.35+/- AC of Land from NCD-SA to NCD-ND
Property Located at 2160 & 2170 North Forest Road (NCD)

Coromandel Estates Amherst, LLC, Petitioner

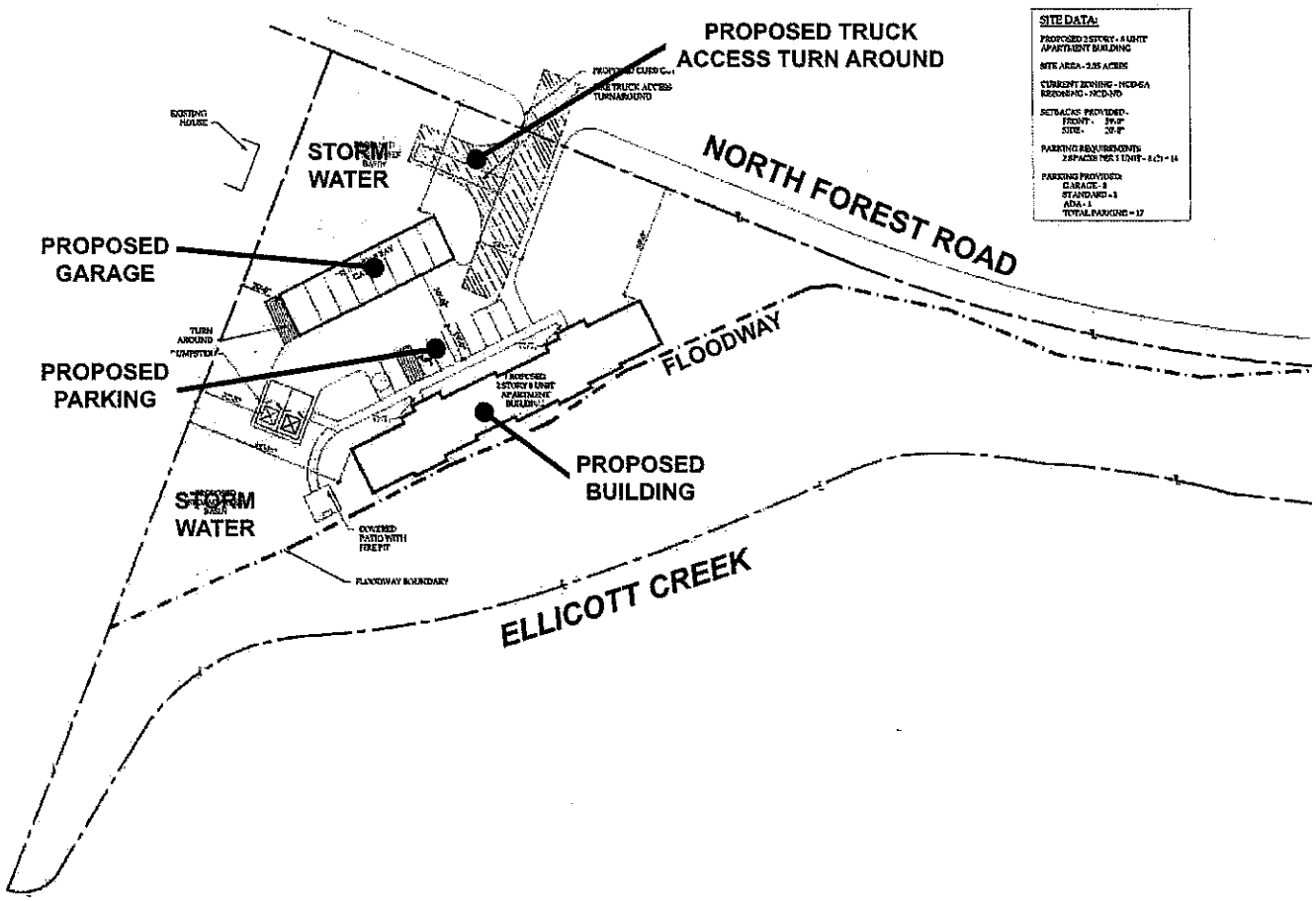
January 21, 2021

2160 & 2170 North Forest

Floodway Boundary

Prepared by the Town of Amherst Planning Department

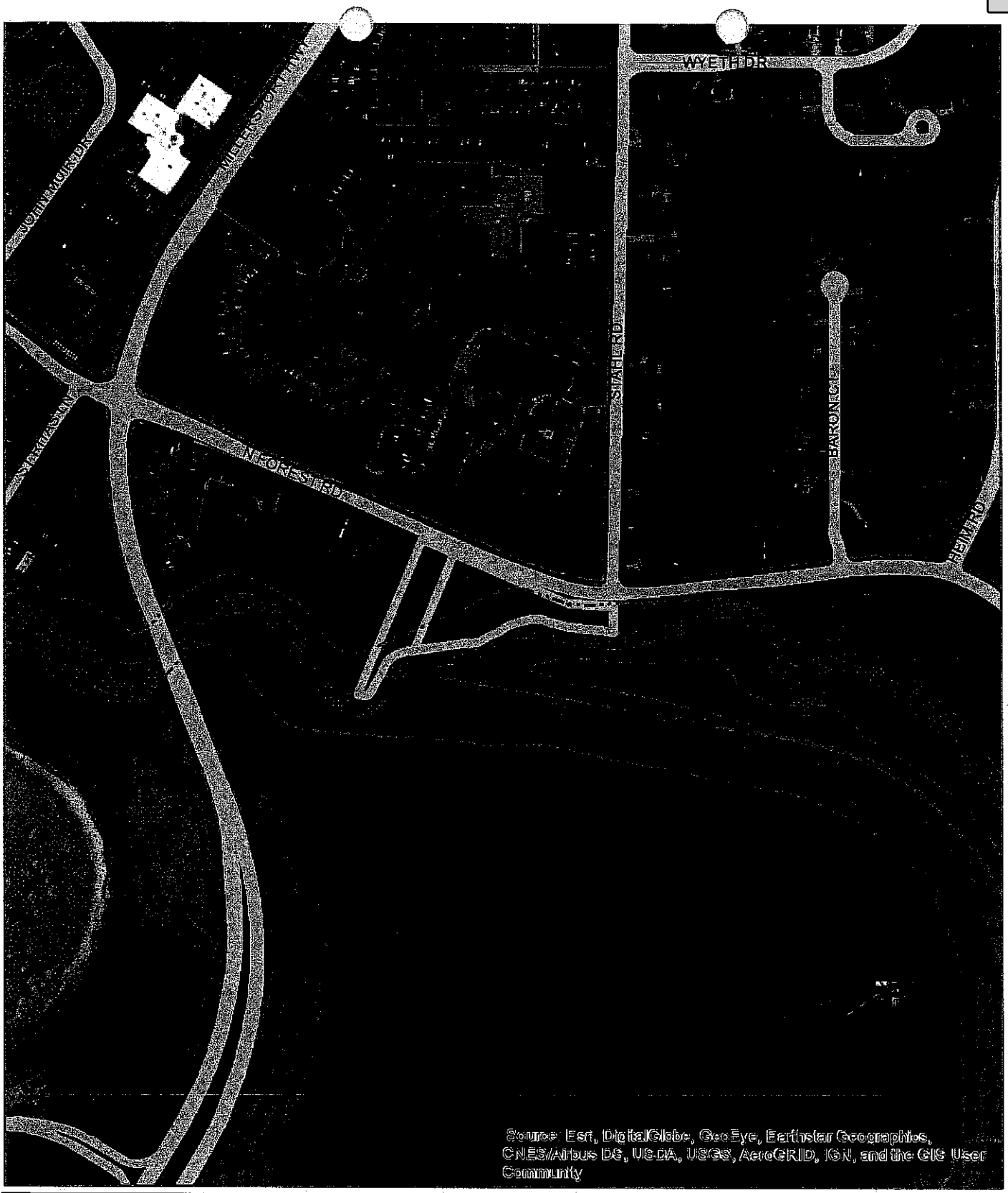
Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



CONCEPT PLAN

Z-2020-06
2160 & 2170 North Forest Road
Received: 12/21/20

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



Z-2020-06
Proposed Amendment #73 to the Audubon New Community Development Plan to Reclassify 2.35+/- AC of Land from NCD-SA to NCD-ND
Property Located at 2160 & 2170 North Forest Road (NCD)

Coromandel Estates Amherst, LLC, Petitioner
January 21, 2021

2160 & 2170 North Forest

Floodway Boundary

Prepared by the Town of Amherst Planning Department

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Williamsville Central Schools

Encouraging • Nurturing • Challenging

RECEIVED
SEP 22 2020
TOWN OF AMHERST
PLANNING DEPT.

September 15, 2020

Ms. Ellen Kost
Associate Planner
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

RE: PROPOSED AMENTMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35 ACRES OF LAND FROM **NCD-SA** TO **NCD-ND, Z-2020-06**; PROPERTY LOCATED AT **2160 AND 2170 NORTH FOREST ROAD (NCD)**; COROMANDEL ESTATES AMHERST, LLC, PETITIONER.

Dear Ms. Kost:

The Williamsville Central School District has reviewed file number **Z-2020-06** for the request by Coromandel Estates Amherst, LLC to reclassify land for the above-named property.

Please note that the District has received this information and placed it on file. A future bus stop will be located at a driveway entrance at N. Forest Road in accordance with District policy.

Sincerely,

Thomas R. Maturski
Assistant Superintendent for Finance & Management Services

TRM/ld

cc: Coromandel Estates Amherst LLC c/o Sean Hopkins, Esq, 5500 Main St., Suite 343, Williamsville NY 14221; shopkins@hsr-legal.com
Scott Marshall, Principal Planner; smarshall@amherst.ny.us

105 Casey Road, P.O. Box 5000, East Amherst, NY 14051-5000 • Phone: (716) 626-8012, Fax: (716) 626-8017
www.williamsvillek12.org
Thomas R. Maturski, Assistant Superintendent for Finance & Management Services

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

William E. Geary, Jr.,
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS
RATH BUILDING 14TH FLOOR

TELEPHONE:716.858.8300
FAX: 716.858.8228

September 27, 2020
Ms. Ellen M. Kost, AICP
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Lead Agency Request
Proposed 3 Story Apartment Building
2160-2170 North Forest Road (CR-294)
(T) of Amherst, County of Erie

Dear Ms. Kost:

This Department has received your request for Lead Agency for the above referenced project and the rezoning of 2.35 acres. Erie County Department of Public Works takes no exception with the Town of Amherst being the Lead Agency for this project. This approval of Lead Agency is only from Erie County Department of Public Works and does not imply that other County Departments concur with this approval, as their response will be coming by separate letter.

Permit Requirements

The Developer will be required to apply for and obtain an Erie County Highway Work Permit for Utility Work Perm-2 for construction within the North forest Road highway right-of-way.

The Developer will be required to apply for and obtain an Erie Count Highway Work Permit for Non-Utility Work, Perm 3 for construction of a new entrance drive within the North Forest Road highway right-of-way.

Traffic Concerns

A Traffic Impact Study may be needed due to the close proximity of the project to the intersection of North Forest and Stahl Road.

We ask that you please keep us informed as this project progresses and forward design plans and reports when they become available.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Sincerely,

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Darlene M. Svilokos, P.E.
Principal Civil Engineer

cc: Karen Hoak, Deputy Commissioner – Highways
Brian A. Rose, P.E., Supervisor of Engineering
Gina Wilkolaski, P.E., Traffic and Safety Engineer
John Dennee, Senior Highway Maintenance Engineer
File: CR-294

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
270 Michigan Avenue, Buffalo, NY 14203-2915
P: (716) 851-7165 I F: (716) 851-7168
www.dec.ny.gov

January 22, 2021

Ms. Ellen Kost
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Dear Ms. Kost,

SEQR Lead Agency Coordination
Audubon New Community Development
2160 and 2170 North Forest Road
Town of Amherst, Erie County

This letter is in response to your December 23, 2020 correspondence regarding the above-noted project. The revised project plan has been reviewed and the Department has no additional comments on the proposed project beyond those in the attached September 30, 2020 SEQR lead agency response letter from this agency. Thank you.

If you have any other questions, please feel free to contact Ms. Kerri Pickard-DePriest of my staff or me at 716/851-7165.

Sincerely,

David S. Denk

Digitally signed by David S. Denk
DN: cn=David S. Denk, o=NYS DEC, ou=Div. of Env. Permits, email=david.denk@dec.ny.gov, c=US
Date: 2021.01.22 14:13:13 -05'00'

David S Denk
Regional Permit Administrator

KPD

ecc: Mr. Theodore Myers, NYSDEC, Division of Water
Mr. Sean Hopkins, Esq, shopkins@hsr-legal.com

Z-2020-06

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amherst

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

RECEIVED
JAN 14 2021
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Directo

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
ECHWY
NYSDEC
Williamsville Central School District

DEC 23 2020
TOWN OF AMHERST
BUILDING DEPT

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND;** PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: a floodplain development permit will be required

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

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

Signature: Doug Gesel **Date:** 1-13-21

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
Coromandel Estates Amherst LLC, c/o Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
Thiru Vikram, c/o Coromandel Estates LLC, 4515 Chestnut Ridge Road, Unit 106, Amherst NY 14228
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo NY 14203
Christina Barmosz, Silvestri Architects, 1321 Millersport Hwy., Amherst, NY 14221
David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

RECEIVED
DEC 17 2020
TOWN ATTORNEY

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
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Integrated Review Coordinator, ECDEP
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NYSDEC
Williamsville Central School District

RECEIVED
JAN 05 2021
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

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

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

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

Signature: Stanley Sliwa **Date:** 1/4/2021

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
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David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

RECEIVED
DEC 21 2020
TOWN ATTORNEY

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
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Williamsville Central School District

RECEIVED
JAN 05 2021
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: N/A

General comments relative to your agency interests: N/A

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

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

Signature: _____ **Date:** 12/29/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

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Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

RECEIVED
DEC 31 2020
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
~~Dave Marrano~~, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
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Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
ECHWY
NYSDEC
Williamsville Central School District

TO: Ellen Kost
From: Dave Marrano
12/23/20
See Below

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: No Issue.

General comments relative to your agency interests: No Issue since units will be Leased, not sold w/ Condominium Tax Status

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

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

Signature: _____ **Date:** 12/23/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

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Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

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Integrated Review Coordinator, ECDEP
ECHWY
NYSDEC
Williamsville Central School District

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2020 DEC 22 P 12:51

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: None At This Time

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

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

Signature: _____ **Date:** 12/30/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

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Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

RECEIVED
Williamsville Central School District
DEC 23 2020
Asst Superintendent for
Finance & Management Services

MEMORANDUM December 18, 2020

RECEIVED
DEC 31 2020
TOWN OF AMHERST
PLANNING DEPT.

TO: Daniel Ulatowski, Principal Planner
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REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? In regard to site plan and SEQRA, the

If you do not, briefly state why: District does not have comments on these items

General comments relative to your agency interests: Williamsville Central School District school bus service will follow policy, presently, bus service would be at entrance of the apartment complex.

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

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

Signature: [signature] **Date:** 12/28/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
Coromandel Estates Amherst LLC, c/o Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
Thiru Vikram, c/o Coromandel Estates LLC, 4515 Chestnut Ridge Road, Unit 106, Amherst NY 14228
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo NY 14203
Christina Barmosz, Silvestri Architects, 1321 Millersport Hwy., Amherst, NY 14221
David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

TOWN OF AMHERST ENGINEERING DEPARTMENT
2020 DEC 22 P 12:37

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
ECHWY
NYSDEC
Williamsville Central School District

RECEIVED
DEC 28 2020
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: NONE

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

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

Signature: _____ **Date:** 12/24/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
Coromandel Estates Amherst LLC, c/o Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
Thiru Vikram, c/o Coromandel Estates LLC, 4515 Chestnut Ridge Road, Unit 106, Amherst NY 14228
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Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

RECEIVED
NOV 30 2020
TOWN OF AMHERST
PLANNING DEPT.

Kost, Ellen

From: Rutkowski, Edward (DOT) <Edward.Rutkowski@dot.ny.gov>
Sent: Saturday, November 28, 2020 12:50 PM
To: Kost, Ellen
Subject: 2160-2170 North Forest Rd, Proposed Rezoning for 18 Unit Apartment Building, Amherst
Attachments: 2160-2170 N Forest.pdf

CAUTION: This email originated from outside of the organization.
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Ellen,

New York State Department of Transportation (NYSDOT) reviewed the information submitted for the subject project and has the following comments:

- NYSDOT concurs with the Town of Amherst acting as the Lead Agency.
- The proposed project will not have a significant impact to traffic on the Stathe Highway System.

If you have any questions, please contact me either by email or phone.

Sincerely,
Ed Rutkowski

Edward S. Rutkowski, P. E.
SEQR/Site Plan Review Coordinator
NYSDOT - Region 5
100 Seneca Street
Buffalo, New York 14203
716-847-3575

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

NEW YORK STATE OF OPPORTUNITY. | Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

October 30, 2020

Roberta Rappoccio
Associate Planner
Town of Amherst, NY Planning Department
5583 Main Street
Amherst, NY 14221

Re: DEC
Rezoning for 18-Unit 3-story New Construction Project
2160 North Forest Rd, Amherst, Erie County, NY
20PR05460
Z-2020-06

Dear Roberta Rappoccio:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the Phase I Archaeological Reconnaissance Survey report prepared by the University at Buffalo's Archaeological Survey (Whalen & Angelini, October 2020; 20SR00539) in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation, and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources.

Based on this review, it is OPRHP's understanding that no archaeological sites were identified during the above-noted investigation, and we concur with the report's conclusion that no further archaeological investigations are warranted. It is, therefore, OPRHP's opinion that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project. Should the project design be changed OPRHP recommends further consultation with this office.

If you have any questions, I can be reached via e-mail at Josalyn.Ferguson@parks.ny.gov.

Sincerely,

Josalyn Ferguson, Ph.D.
Scientist Archaeology

via email only

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Carrato, Amy

From: ann bealer <annri35@msn.com>
Sent: Tuesday, October 06, 2020 3:26 PM
To: Carrato, Amy
Subject: Rezoning of property at 2160&2170 N. Forest Rd.

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I am totally against the rezoning of the above properties for a 3 story apartment building. I spend my summers outside in my backyard and I would lose all my privacy. Traffic is a problem. We have trouble getting in and out of our driveways. At rush hour it is almost impossible. We also have frequent water brakes as the lines are old. They were supposed to put new lines in 3or4 years ago and they never did. How much more water can those pipes handle? Water pressure is another issue. Am and pm the pressure is low. I ask also where is the green space in Amherst. It seems all the developers want to do is build. And I would ask the Board members and the Planning Board if they would like a 3 story building right next door to them.

Ann Bealer
2204 N. Forest Rd.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Carrato, Amy

From: sprinter16@roadrunner.com
Sent: Sunday, October 11, 2020 11:29 AM
To: Carrato, Amy
Subject: Rezoning request located at 2160 & 2170 N Forest Rd.

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To Whom It May Concern,

We received a notice regarding the request to rezone 2160 & 2170 N Forest Rd. We live at 2200 N Forest Rd which is 3 houses down from the proposed rezoning and would like it noted that we are definitely not in favor of a 3 story apartment building or any apartment building for that matter.

Several years ago an effort was made to rezone the corner of N Forest Rd and Millersport Hwy to a 3 story apartment building and that effort was successfully denied based on various issues such as excessive traffic which is already a terrible problem, frequent water main breaks that occur in our area and the proposed targeted tenants which would have been college students. At the time, there was a house on the property that was being rented out to college students and the loud parties and noise created many complaints that required a police response.

As well as the concerns already mentioned, the project calls for 2 retention ponds that will drain in to Ellicott Creek. We always have flooding occur on the lower portion of our property during heavy rains and we do not want additional discharge of water from other sources as we feel this will create more opportunity for additional flooding as well as perhaps change the flow of the water.

Most of the homes that would be directly impacted by the proposed apartment building would lose all backyard privacy based on the illustration provided in the rezoning request. One of the only saving graces of living on an extremely busy, noisy street is the fact that we have no rear neighbors and are able to enjoy the view of the creek as well as the natural habitat. Having a 3 story apartment building and the noise it will create just through everyday living will definitely have a negative impact on those of us nearest to it.

We will continue to remain involved in the meetings and decisions regarding this request.

Fran & Dennis Cummings

2200 N Forest Rd

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Carrato, Amy

From: Dan Boscarino <dboscarino@yahoo.com>
Sent: Tuesday, October 13, 2020 3:07 PM
To: Carrato, Amy
Subject: Property at 2160& 2170 North Forest Road Planning Board meeting October 15

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I'm writing to voice my opinion that I'm not in favor of rezoning the property. The corner is extremely busy and less than a half a mile from a school zone. The traffic is already unbearable on weekday mornings and evenings. This is a residential neighborhood and should stay that way, with single family homes only. I cannot see how anyone could approve a zoning change.

Regards,

Daniel M. Boscarino
Carrie Boscarino
57 Baron Ct
Getzville, New York

Sent from Yahoo Mail for iPad

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Carrato, Amy

From: Rosemary Blando <rblando@durham.com>
Sent: Tuesday, October 13, 2020 8:04 AM
To: Carrato, Amy
Cc: jjh2180@verizon.net
Subject: 2160 & 2170 North Forest Rd
Attachments: Amherst final draft.docx; Signed petitions.pdf

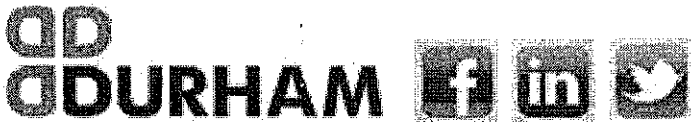
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Planning Board:
Attached please find our response to the request to approve **Amendment #73 of the Audubon New Community Development Plan**. This matter is scheduled to be heard as **item #3** on the Planning Board's **October 15th agenda**. Kindly acknowledge receipt via email as well as **jjh2180@vereizon.net**. My husband, Joseph Hausbeck plans to appear at the hearing, via Zoom, and requests permission to speak in rebuttal. The second attachment are (2) petitions in opposition to petitioner's request.
Thank you for your consideration,

Joseph J. Hausbeck
Rosemary Blando
Residents 2180 North Forest Rd
Williamsville, NY 14221

716.473.3972 cell

www.durhamstaffing.com



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This email has been checked for viruses by Avast antivirus software.
www.avast.com

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Amherst Planning Board
5583 Main Street
Williamsville, New York 14221

Via email to: acarrato@amherst.ny.us

Re: Request to Approve Amendment #73 of the Audubon New Community Development Plan to Reclassify Property located at 2160 and 2170 North Forest Road.

To Whom It May Concern:

My wife and I are the owners and residents of 2180 North Forest Road, the property immediately adjoining the subject property. We have resided there over 23 years. We are hereby expressing our **strong opposition** to the above referenced matter which is scheduled for consideration by the Town Planning Board on Thursday, October 15th.

PROCEDURAL MATTER:

Prior to setting forth our concerns about the proposed project, I wish to raise a **procedural** concern. I am very concerned that there has been insufficient notice given of the upcoming hearing. In preparation for the hearing, I attempted to contact local residents to gauge their interest in the matter. I was advised that the Beechwood Campus and, specifically, the residents of Asbury Point, located directly across from the subject property on North Forest Road, were **not** given notice of the hearing. In addition, in speaking with the residents of eight (8) other parcels in close proximity to the subject, three (3) residents advised that they had **not** received any notice whatsoever. I attempted to contact other residents without success, perhaps because of the Covid 19 times in which we are living. I am therefore respectfully requesting that the Town insure that all reasonable efforts are made to assure that all Town Residents potentially impacted by the requested action be afforded their basic right to Notice and an Opportunity to be Heard.

SUBSTANTIVE MATTERS:

I would like to address the Request from two (2) perspectives.

I. **Character of the Neighborhood and the Subject Property:**

The property in question is the eighth parcel on the west side of North Forest Road, south of Millersport Highway. It is the last parcel on North Forest before Stahl Road and is immediately adjacent to the "zombie" property, known throughout Amherst as "that white house". The seven parcels between it and Millersport consist of six (6) single family ranch homes and one (1) one- story building, housing a Women's Medical Center. The Medical Center is on the corner of Millersport Highway (a commercial thoroughfare) and North Forest Rd. There is a substantial fenced buffer zone between the Medical Center and the first residential property, including an area dedicated to a Stormwater Management Practices Bio-retention Project, permitted by the NYS Dept. of Environmental Conservation. The rear of all the ranch homes, as well as the subject property, abut Ellicott Creek.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

It should be noted that the Medical Center required a rezoning. However, prior to that being accomplished, a different developer attempted to rezone that property to build a similar residential rental structure. That proposed redevelopment plan was objected to by the residents and was not approved by the Town. The question may therefore be asked as to why the Town should approve this application for a three-story multifamily residence on property which sits further down the same block (removed from any commercial intersection) which also presents potentially significant adverse environmental impacts.

On the opposite side of North Forest sits Asbury Point, a quiet and pristine retirement residence. Asbury Point is set back far from North Forest Road. There are dense wooded areas, landscaped areas, abundant mature trees and open greenspaces that act as a buffer between Asbury Point and North Forest Rd. The Asbury Point structure referred to by the petitioner is, indeed, three stories, but it has some underground parking. The structure, as well as its infrequently used limited surface parking area, is setback, partially concealed, and surrounded by walking paths. The building is entirely occupied by senior citizens who have a vested interest in the self-contained elderly campus. They are wonderful neighbors.

In contrast, the proposed project is a three-story, 18 unit apartment building with surface area parking for 36 cars. The site abuts our southern property line and is just 17.5 feet (+ or -) from the south wall of our home. It should be noted that the site plan describes the site as being 2.35 acres. However, the structure, surface parking and all appurtenances are "sandwiched in" on less than ½ of the "site". The remainder of the site sits in the existing floodway and is unusable. It is wooded, but sits behind the proposed development and offers no buffer between the structure and the street or our adjoining property. The "sandwiching" is so tight, that the proposed site plan reveals that portions of the proposed fire pit actually encroach into the floodway.

The site plan appears to show only a 5' "landscaped" area between the 15 parking spaces (that face our lot line and house) and the lot line itself. As the wall of our home sits approximately 17.5' from the lot line, and our home (a ranch which has no basement) sits on a concrete pad, cars will be parked 22.5' from the south wall of our house, with headlights shining in our bedroom windows. In addition, most likely because of the "sandwiching", the site plan seeks to place what appears to be a double bay dumpster extremely close to both our unfenced yard (which we use regularly throughout the spring, summer and fall) and our home. For the past 23 years we have had an unobstructed view of Ellicott Creek and the Ellicott Creek Trailway (bikepath). If this project is approved, we will have only an unobstructed view of the dumpster. We are also concerned about the potential impact of dumpster odors and the potential for rodent and pest infestation. Throughout the entire 23 years we have lived here, we have enjoyed the wildlife that regularly occupies these parcels. That wildlife includes the deer which miraculously seem to present us, each spring, with two new spotted fawns. However, it also includes the raccoon (anxiously awaiting the installation of the dumpsters) that we have observed in the tree on the property line, these are not the only potential significant adverse impacts on our property, but they are clearly indicative of the fact that this project is simple much too large for this site.

I would encourage all members of the Planning Board to personally visit the site to fully appreciate the concerns expressed.

II. <u>Specific Issues applicable to the Neighborhood:</u>

The proposed project is totally out of character and inconsistent with our neighborhood. It simply does not fit the site (see preceding section). The quality of life for the current residents on North Forest Road, will be adversely affected for numerous reasons. There are serious concerns over potential loss of property values; there are privacy concerns, traffic and traffic safety concerns, water issues and flooding concerns, erosion concerns, and soil and land subsidence concerns, among others.

WATER ISSUES – Over the years, the proposed site, as well as adjacent properties, have Experienced flooding issues from Ellicott Creek. During wet weather events, waters from the adjacent creek and diversion channel regularly flood portions of the proposed site, our premises, and the premises of neighbors to the north.

Prior to the construction of the Ellicott Creek diversion channel, the subject property had large depressions that used to flood regularly. Neighbors have told me that the property was actually used by local children for ice skating, and at some point a public berm was constructed along the creek in an effort to prevent the flooding. I have also been told that this berm material was later excavated and used by a prior owner of the subject property to fill the depressed areas that regularly flooded. This story may be substantiated by the following observation: on the property, there is a large old willow tree sitting about 5' deep in a rip rap well. Within that well are several plastic drain hoses, with clamps that appear to drain into the "well" area. This may be some indication of the possible depth of fill placed upon the subject property by prior owners. However, I have no idea what the composition of that fill is.

Attached to the petitioner's application for a variance is a copy of a letter from Earth Dimensions, Inc. related to a preliminary wetland investigation. That letter references an attached map which "depicts the limits of our investigation". The attached map (entitled "Erie County On-Line Mapping Application") purports to depict the subject property (2170 and 2160 North Forest Road). Please compare the configuration of the subject property shown upon that map with the configuration of the "same" property (2170 and 2160 North Forest Road) shown on the site plan. A comparison may substantiate the alleged prior flooding and the later use of fill should these questions be relevant to the question of site suitability for the proposed project.

It is my understanding that a pipe for drainage of surface water from the Asbury Point property was installed years ago, and ran under North Forest Road to what was once a culvert along the road adjoining the proposed site. Allegedly, a prior owner of the proposed site later had a 36" drainage pipe installed. That pipe bisected the proposed site and discharged the drainage water to the bank or bed of Ellicott Creek. I believe the discharge pipe itself is visible at the creek bank. However, I was unable to note any reference to that discharge system on the site plans or application documents. I have no knowledge as to whether there is any public record of this.

Based upon:

Past and current flooding issues;
The addition of ½ acre of impervious surface;
The non-use of pervious surfaces;

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Lack of information regarding proposed excavations;
Lack of information regarding storm water basins and their location with respect to the topography of adjacent lands;
The discharge of storm water to Ellicott Creek; and
concerns over storm water management generally,

We have serious concern that this project will have a significant adverse environmental impact on our property and that of our neighbors to the north.

ERROSION CONCERNS - We have personally observed substantial erosion of the bank of Ellicott Creek on the site of the subject property. When we acquired our property 23 years ago, the subject property, which adjoins ours, had a large concrete wall comprised of sections of concrete attached to metal supports mounted along the creek bank. The wall was along the peninsular-like portion of the western end of the property. Over the years, due to substantial erosion of the bed behind the wall, the entire wall has fallen, section by section, into Ellicott Creek. All that currently remains of the structure are a few of the metal supports.

At the opposite end of the subject property (at the Stahl Road intersection) sits the infamous "white house". Its driveway is a matter of inches from the eastern end of the subject property. The White house (a zombie property) is generally believed to be falling into Ellicott Creek.

In our mind, concern over erosion raises an issue as to the safety and appropriateness of a construction project of this magnitude.

FLOOD CONTROL EASEMENT - Our property (which adjoins the subject property) is subject to a Flood Control Easement held by, or of interest to NYSDEC, USACOE and the TOWN of AMHERST. We assume the adjoining upstream property is, or should be, also subject to such an easement. However, I did not see it directly addressed in the petitioner's Environmental Assessment Form.

Concerns over storm water and its management (see above) would seem to have a direct impact upon any Flood Control Easement applicable to the subject property, as well as to ours.

SEWERS - The petitioner's "Application to Reclassify" represents that there is adequate sanitary Sewer capacity for the proposed project. This may not be the case. We have learned that the proposed action is considered a Sanitary Sewer Extension by the NYSDEC, and a detailed sewer capacity analysis must be performed and submitted for review and approval. Further investigation is necessary to avoid potential substantial adverse environmental impacts upon the community.

PUBLIC WATER - Again, the "Application to Reclassify" represents that adequate public water

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

capacity exists. However, we can attest to the fact that, in the past, we and others in our block (North Forest Rd from Millersport Hwy to Stahl Rd) have experienced numerous interruptions in water service. These interruptions have occurred from broken pipes in our block, and have occurred principally during cold weather. Interruptions have been for long periods and have been extremely inconvenient. Ruptured pipes were the culprit and geysers with flooding of the street were common.

In August, 2016, the Town Board approved a measure to replace the water line from Stahl Road to Millersport Highway. To date, I do not believe that project has been completed. Further investigation is necessary to avoid potential adverse environmental impacts on the community.

TRAFFIC – Petition asserts that the proposed project will not result in a substantial increase in traffic above present levels. This is simply not true. Having lived on this block of North Forest for over 23 years, I am familiar with its unique problems. North Forest to Millersport Highway is a major route to the University of Buffalo. It is also the preferred route for many cars entering the Beechwood Complex on Stahl Road. It is also the route followed by large numbers of Amherst residents seeking to access the I-290 and I-990.

This block (between Millersport and Stahl) is a two way (one lane in each direction) residential street. It experiences the full impact of traffic going ***to*** the University in the morning and returning from it in the afternoon. Depending upon the time of day, the traffic can be backed up from Stahl to Millersport or from Millersport to Stahl.

As Stahl Road is the main access point for the Beechwood Complex, and ends at North Forest, traffic is also regularly backed up on Stahl Road, at the intersection. To complicate matters further, there is a serious bend on North Forest, right at the intersection. Between cars coming down North Forest and cars turning at Stahl, living on North Forest and being the first driveway from Stahl is a serious challenge. It makes it extremely difficult to find an opening in traffic long enough to enter or exit our driveway.

The proposed project seeks a curb cut for a driveway entrance onto the site. The proposed driveway is near our joint property line. It is, therefore, even closer to the Stahl Road intersection. The project allows for 36 parking places. Potentially, that makes 36 more cars attempting the same maneuvers as we must attempt and further obstructing our ability to enter and exit. This is a problem common to each of my neighbors.

It should be noted that "traffic concerns" are not limited solely to traffic flow and traffic visibility. A multi-family residential project such as this should consider the safety of pedestrians and cyclists. Due to the proximity to the University and to the Ellicott Creek Trailway (Bike Path), this stretch of North Forest Road is used regularly by both. There are no discrete bike paths along this section, and sidewalks are limited to the opposite side of North Forest. Additionally, it is questionable whether either could be practically installed along North Forest, south of the subject site, due to the proximity to the creek and its erosion issues in that area.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

SOIL ISSUES AND DEPTH TO BEDROCK – Over the years, there have been numerous efforts by individuals to acquire and build on the subject property. It is our understanding that most of the efforts involved proposed single family residences. Despite contractual agreements to purchase, none of these efforts materialized. We assume that some were discouraged because of the existence of floodplain/floodway issues. However, some failed as a result of depth to bedrock issues. Borings have been taken on a number of occasions and the results, which are unknown to us, are rumored to be unfavorable to construction due to the depth to bedrock. It should also be noted that we learned that when Asbury Point was constructed, it was necessary to drive an extraordinary number of I-beams into the ground, in places up to 40 to 50' in depth.

It is noted that the petitioner's EAF references the depth to bedrock as being "greater than 5 feet". It also identifies the soils on 100% of the site to be "cosad loamy fine sand" and 100% of the site to be poorly drained.

In light of the afore referenced information relating to prior flooding, the prior placement of fill, and existing erosion concerns, the possibility of depth to bedrock discrepancies simply reinforces our concerns relating to the integrity of the potential structure. We believe that a complete geo-technical investigation and inspection should be required. We have heard of instances of properties collapsing, in one case into a creek, within the Town of Amherst. We have no desire to see that occur next door.

CONCLUSION:

In a perfect world, the subject site would be a small neighborhood park and a continuation of the beautiful greenspace located directly across the creek from the site. It could contain a pedestrian bridge over Ellicott Creek, accessible by the general public seeking safer access to the Bike Trail, as well as the residents of Asbury Point, who, in the past, have casually strolled on this site. Possibly, a kayak launch point could serve this site as well. My wife and I, as adjoining neighbors would welcome such alternative uses. We do not oppose this proposal on the basis of change. However, the property is privately owned and we lack the power of Eminent Domain.

Based upon the foregoing considerations, we, Joseph Hausbeck and Rosemary Blando, strongly oppose approval of the petitioner's request. As 23 year residents of the site immediately adjoining the subject site, we are of the opinion that the proposed project will result in potentially significant adverse environmental impacts upon this community. Additionally, we are firmly of the belief that the applicant has failed to provide sufficient information to establish that there will be no impacts and, at the very least, a Draft Environmental Impact Statement should be required.

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Town of Amherst Planning Board

5583 Main Street

Williamsville, NY 14221

We, the undersigned, being residents of North Forest Rd. between Stahl Rd and Millersport Highway, hereby **OPPOSE** the request filed by the petitioner **Coromandel Estates Amherst, LLC**, to approve amendment # 73 of the Audubon New Community Development Plan to reclassify 2.35 acres, more or less, of land located at 2160 and 2170 North Forest Rd.

Joseph Lagumbay 2160 North Forest Rd.
Rodney Polanco 2180 North Forest Rd
Ann Beahen 2204 N. Forest Rd.
Donna J Beahen 2204 N. Forest Rd.
Lisa Dennis Cummings 2220 N. Forest Rd.
Sterling Lawson 1881 N. Forest Rd
Joan Amico, 1936 North Forest, Amh NY 14221
Steve Amico, 1936 North Forest, Amh NY 14221

October 2020

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Town of Amherst Planning Board

5583 Main Street

Williamsville, NY 14221

We, the undersigned, being residents of North Forest Rd. between Stahl Rd and Millersport Highway, hereby **OPPOSE** the request filed by the petitioner **Coromandel Estates Amherst, LLC**, to approve amendment # 73 of the Audubon New Community Development Plan to reclassify 2.35 acres, more or less, of land located at 2160 and 2170 North Forest Rd.

George De Rosa
2220 North Forest Road, Williamsville, N.Y. 14221
Allen Miles
25 Stahl Rd, Getzville 14068 Allen Miles
[illegible]
W.R.D. 2220 N. Forest Rd. 14221
Karen Macura 2230 N FOREST RD 14221

October 2020

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Z-2020-06
2160 & 2170 N. Forest Rd

Carrato, Amy

From: Joan Amico <jamico99@gmail.com>
Sent: Wednesday, October 14, 2020 7:15 AM
To: Carrato, Amy
Subject: Planning Board Meeting 10/15 - Amendment #73 of the Audubon New Community Development Plan.

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.

My husband and I received notice of the proposed rezoning of residential property on North Forest Road and I would like to speak at the Planning Board meeting on October 15 about this rezoning.

Also, please share my comments below with the board:

This stretch of North Forest is primarily a residential area. It is not a commercial area and it should not be rezoned. It seems that over the last several years, long stretches of North Forest Road have been turned into apartment buildings and other commercial properties. Do we really need to build such structures alongside and embedded between single family homes? Would you want to live in-between commercial properties? Do we even need another apartment complex in this area?

The Town of Amherst should first and foremost make decisions that are best for the residents that live in their community. Please think about the residents, people like my husband and I, when deciding to rezone this and any property.

Kindly reply back to confirm receipt of this email.

Thank-you,

Joan and Steve Amico
1936 N Forest Rd, Williamsville, NY 14221

Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Z-2020-06,
2160 and 2170 N. Forest

GINEERING DPC|DBA
GEOTECHNICAL
INEERING SERVICES

September 17, 2020
Project No. WB-20-105
(SJB Project No. BE-20-105)

Postwork Capital

c/o Buffalo Automation
10236 Transit Road
East Amherst, New York
14051

Attn. Mr. Thiru Vikram, CEO

Re: Geotechnical Engineering Report
Proposed Elysium Apartment Complex
2160 North Forest Road
Town of Amherst, New York

Dear Mr. Vikram:

WMA Engineering DPC, dba Empire Geotechnical Engineering Services (Empire), is pleased to submit the enclosed Geotechnical Engineering Report for the above referenced project. We have also e-mailed you an electronic copy (pdf file format) of this report, for your use and for distribution. 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 the completion of this project.

Sincerely,

WMA Engineering DPC, dba
Empire Geotechnical Engineering Services

Thomas R. Seider, P.E.
Geotechnical Engineer

RECEIVED
OCT 07 2020
TOWN OF AMHERST
PLANNING DEPT.

Enc.: Geotechnical Engineering Report

☒ CORPORATE/ BUFFALO OFFICE
5167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

☐ ALBANY OFFICE
PO Box 2199
Ballston Spa, NY 12020

5 Knabner Road
Mechanicville, NY 12118
Phone: (518) 899-7491
Fax: (518) 899-7496

☐ CORTLAND OFFICE
60 Miller Street
Cortland, NY 13045
Phone: (607) 758-7182
Fax: (607) 758-7188

☐ ROCHESTER OFFICE
535 Summit Point Drive
Henrietta, NY 14467
Phone: (585) 359-2730
Fax: (585) 359-9668

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

WMA ENGINEERING DPC|DBA
EMPIRE GEOTECHNICAL
ENGINEERING SERVICES

CORPORATE/
BUFFALO OFFICE
5167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

ALBANY OFFICE
PO Box 2199
Ballston Spa, NY 12020

5 Knaibner Road
Mechanicville, NY 12118
Phone: (518) 899-7491
Fax: (518) 899-7496

CORTLAND OFFICE
60 Miller Street
Cortland, NY 13045
Phone: (607) 758-7182
Fax: (607) 758-7188

ROCHESTER OFFICE
535 Summit Point Drive
Henrietta, NY 14467
Phone: (585) 359-2730
Fax: (585) 359-9668

Geotechnical Engineering Report
Proposed Elysium Apartment Complex
2160 North Forest Road
Town of Amherst, New York

Prepared For:

Postwork Capital

c/o Buffalo Automation
10236 Transit Road
East Amherst, New York
14051

Prepared By:

WMA Engineering, DPC
dba Empire Geotechnical Engineering Services
5167 South Park Avenue
Hamburg, New York, 14075



9/17/20

Project No. WB-20-105
(SJB Project No. BE-20-105)
September 2020

A Woman Owned Firm

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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APPENDIX A – SUBSURFACE EXPLORATION LOGS

Recently Completed Test Borings July 2020 (B-1 through B-5)

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Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

1.00 INTRODUCTION

1.10 GENERAL

This report presents the results of a subsurface exploration program completed by SJB Services, Inc. (SJB), and a geotechnical engineering evaluation completed by WMA Engineering DPC, dba Empire Geotechnical Engineering Services (Empire), for the proposed Elysium Apartment Complex, planned off of North Forest Road, within the Town of Amherst, New York. Postwork Capital retained SJB and Empire to complete this work, which was done in general accordance with SJB's June 29th, 2020 proposal, that was authorized on July 2, 2020.

SJB, our affiliated subsurface exploration company, recently completed five test borings and installed a groundwater observation well at the site. Prior to this investigation, SJB and Empire completed two separate subsurface investigations and prepared geotechnical evaluation reports for projects that were planned at the site. These included a proposed house in July 2014 and a proposed garage type structure in March 2020. The previous investigations each included one test boring along with some geotechnical laboratory testing. Neither of the two projects were constructed. It is our understanding that Postwork Capital has received approval to use the data developed during the first two investigations, to supplement the findings from the recently completed investigation.

Based on the findings from the recent investigation, and the two previous investigations, Empire has prepared this report, which summarizes the subsurface conditions encountered, and presents geotechnical recommendations for design and construction of the foundations, slab-on-grade floor, and pavement areas, as well as the associated site preparation work for the proposed project.

1.20 SITE AND PROJECT DESCRIPTION

The project site is located along the south side of North Forest Road, immediately west of its intersection with Stahl Road (street address 2160 North Forest Road) within the Town of Amherst, New York. As shown on Figure 1, Ellicott Creek forms the southern boundary of the project site, resulting in an irregular triangular shaped parcel, with about 550 feet of frontage along North Forest Road. As shown on Figure 2, the ground surface at the site slopes downward towards Ellicott Creek, with surface elevations ranging from about 583 feet to 570 feet.

Based on a cursory review of older USGS mapping (www.historicaerials.com), it appears Ellicott Creek formerly extended farther to the north than its current location. As discussed in later sections of this report, the fill soils encountered within the test borings could be related to site filling within the limits of the former creek location.

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The proposed apartment building will be located within the northwest corner of the site, beyond the floodway boundary, and where the site grades are more gradual. Based on the information provided by Silvestri Architects, PC, the apartment building will consist of a three story wood framed structure with an at-grade floor near the current site grades. Other than an elevator pit, no below grade structures are planned. Asphalt pavement driveways and parking areas are planned around the building. Figure 2 provides additional details about the proposed development.

2.00 SUBSURFACE EXPLORATIONS

2.10 JULY 2020 INVESTIGATION

The most recent subsurface exploration program included:

- 3 test borings completed within the limits of the proposed apartment building, designated as B-1 through B-3;
- 1 test boring completed within the southwest portion of the site, within a proposed terraced seating area, designated as B-4; and
- 1 test boring to the east of the proposed apartment building, within a future sports court area, designated as B-5.

The test boring locations were staked in the field by SJB, using a hand held global positioning system (GPS) instrument. The approximate test boring locations are shown on Figure 2. Survey level measurements were used to determine the approximate ground surface elevation at the test boring locations, using the rim of a catch basin frame within North Forest Road as a benchmark. The approximate benchmark location is shown on Figure 2, and has a reported elevation of 580.70 feet.

The recent test borings B-1 through B-5 were completed by SJB between July 23rd and July 27th, 2020, using a Central Mine Equipment (CME) model 550x, all-terrain tire mounted drill rig. Hollow stem auger and split spoon sampling techniques were used to advance the test borings through the overburden soils. Split spoon samples and Standard Penetration Test (SPT) were taken continuously from the ground surface to a depth of 12 feet, and in intervals of five feet or less for the remaining depth of the test borings. The split spoon samples and SPTs were completed general accordance with *ASTM D1586 – "Standard Test Method for Penetration Test and Split-Barrel Sampling of Soils"*.

Test borings B-1 through B-4 were advanced through the overburden until encountering the top of apparent bedrock, as identified by auger refusal, at depths of about 22 feet to 27.2 feet. After encountering auger refusal within test borings B-1 and B-4, 8 to 9 feet of rock coring was completed using an NQ'2' size core barrel, in accordance with *ASTM D 2113 – "Standard Practice for Rock Core Drilling and Sampling of Rock for Site Investigation"*. Test boring B-5 was completed to a depth of 15 feet.

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A Geologist prepared the test boring logs based on visual observations of the recovered soil and rock core samples and a review of the driller's field notes. The soil samples were described based on a visual/manual estimation of the grain size distribution, along with characteristics such as color, relative density, consistency, moisture, etc. The rock cores 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 for the recently completed test borings B-1 through B-5 are presented in Appendix A, along with general information and a key of terms and symbols used to prepare the logs.

A groundwater monitoring well was installed within completed test boring B-2. The well consists of two inch diameter PVC screen and riser pipe, extending from the bottom of the test boring to above the ground surface. The sand pack extends from the bottom of the test boring up to a depth of about 14 feet. A bentonite chip seal was installed above the sand pack, with the remainder of the test boring backfilled with soil cuttings. Additional details regarding the construction of the well are shown on the Monitoring Well Completion Record, included in Appendix A, following test boring log B-2.

2.20 PREVIOUS INVESTIGATIONS

As noted, two previous investigations were completed at the site by SJB and Empire, each including one test boring along with some geotechnical laboratory testing. Test boring B-1 completed in June 2014 was drilled within the limits of the proposed apartment building. Test boring B-1 completed in February 2020 was completed within the southwest corner of the site. The approximate location of these test borings are shown on Figure 2. The test boring logs from the previous investigations, with updated ground surface elevations, are included in Appendix B. Additional information regarding the previous investigations is included in: Empire's July 11, 2014 Subsurface Exploration and Geotechnical Evaluation Report, along with the August 15, 2014 Follow-Up Information letter; and the March 14, 2020 Subsurface Exploration and Geotechnical Evaluation Report.

3.00 SUBSURFACE CONDITIONS

3.10 GENERAL

The subsurface conditions described in the following sections are based on the recently completed test borings B-1 through B-5, and previously completed test borings from 2014 and early 2020. Beneath the topsoil, fill type soils were encountered which extended to depths of about 4 feet to 10 feet. Beneath the fill, the upper indigenous soils consisted of silty clay soils, often containing intermixed organics, which extended to depths of about 18 to 20 feet. The remaining soils consisted of compact to very compact gravels and sands, which extended to the top of Shale bedrock at depths of about 25 to 28 feet. The soil and bedrock stratigraphy encountered along with the groundwater conditions observed are described in more detail below and on the test boring logs in Appendix A and Appendix B.

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3.20 FILL SOILS

Beneath the topsoil, fill type soils were encountered which extended to depths of about 4 to 10 feet. It should be expected that the depth of the fill will vary between and away from the exploration locations, and will be dependent on the original site topography and former limits of Ellicott Creek, prior to site filling and grading. As noted, based on a review of older USGS mapping, it appears Ellicott Creek formerly extended farther to the north than its current location.

The fill soils generally consisted of a reworked mixture of silty clays and sands with varying amounts of gravel and trace to little amounts of organics. Exceptions include: a layer of organic clayey silts encountered from about 4 to 6 feet within the 2014 test boring B-1; a zone of concrete fragments and soils observed within the upper four feet at test boring B-2; and a zone of asphalt fragments and soils observed from about 2 feet to 6 feet within test boring B-5. Trace amounts of glass, slag, concrete, organics, and asphalt were often observed within the fill soils. The Standard Penetration Test (SPT) "N" values obtained within the fill soils ranged from of 5 to "sample spoon refusal" (i.e. more than 50 blows required to advance the sample spoon with six inches or less of penetration). The variable nature of the fill soils, along with the variable relative density/consistency as determined from the SPT "N" values, indicate the fill soils were likely installed in an uncontrolled, non-engineered manner.

3.30 INDIGENOUS SOILS

Beneath the fill soils, and extending to depths of about 18 to 20 feet, the upper indigenous soils consisted of a mixture of silty clays and sands, often containing trace to little amounts of organics. Exception include the 15 to 17 feet deep sample from test boring B-2 which consisted predominately of organics. The silty clays and sands with organic are classified as CL, SC-SM, and OL-CL group soils using the Unified Soil Classification System (USCS). These upper indigenous soils appear to be alluvial deposited soils from Ellicott Creek. The SPT "N" values obtained within these soils ranged from "weight of hammer" (i.e. only the weight of the hammer and rods required to advance the sample spoon) to 8, indicating these soils have a "very soft" to "medium" consistency. Laboratory testing from the first two investigations indicate these soils, at depths shallower than about 12 to 14 feet, had a medium to high plasticity, a moisture content ranging from about 40% to 55%, and an organic content of about 5% to 8%.

Beneath a depth of about 18 to 20 feet, and extending to the top of bedrock at about 25 to 28 feet, the remaining indigenous soils consisted of a mixture of gravels and sands with little to some amounts of silts and clays. These soils are classified as GC-GM and SM group soils using the USCS. The SPT "N" values obtained within these deeper soils ranged from 40 to "sample spoon refusal", indicting the deeper soils have a "compact" to "very compact" relative density.

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3.40 BEDROCK

Recently completed test borings B-1 through B-4, along with test boring B-1 from 2014 and test boring B-1 from early 2020 were drilled through the overburden soils until encountering the top of apparent bedrock, as identified by auger refusal conditions. Following auger refusal within recently completed test borings B-1 and B-4, 8 feet, and 9 feet of rock coring was completed, respectively. The following table summarizes the depth and elevation where the top of bedrock was encountered, as identified by rock coring (C) or auger refusal (AR). At test boring B-4, rock coring was started at 22.0 feet. However, the upper portion of the recovered core consisted of soil, with the top of shale rock starting at a depth of about 24.4 feet.

Approximate Depth and Elevation of Top of Bedrock

Test Boring	Approximate Ground Surface Elevation (feet)	Depth / Elevation of Top of Bedrock (feet)
B-1	582.3	25.2 / 557.1 (C)
B-2	581.1	26.0 / 555.1 (AR)
B-3	579.5	26.5 / 553.0 (AR)
B-4	578.1	24.4 / 553.7 (C)
B-1 (2014)	581 +/-	26.0 / 555.0 (AR)
B-1 (Feb. 2020)	580.0	27.7 / 552.3 (AR)

The bedrock recovered from test borings B-1 and B-4 consisted of brown, medium hard, sound, laminated to thickly bedded, Shale bedrock. The core recoveries ranged from 66% to 100%. The rock quality designation (RQD) values for the first core runs were 21% and 47%, indicating the near surface bedrock has a "very poor" to "poor" rock mass quality. The RQD values for the second core runs were 81% and 85%, indicating the deeper bedrock has a "good" rock mass quality.

3.50 GROUNDWATER

Based on the information summarized below, a general groundwater condition at the time of our investigation appears to exist near a depth of about 10 to 11 feet, or approximate elevation 570 to 571 feet, which is near the water level within Ellicott Creek.

Water level measurements were made in the test borings following the completion of overburden drilling and sampling, and are presented on the test boring logs in Appendix A and Appendix B. At test boring B-3, the depth to water was about 21.5 feet below the ground surface. Within the remaining test borings, no water was observed. Based on the water levels measured within the observation well, as described below, it appears that

groundwater did not have sufficient time to fully accumulate and stabilize in the test holes within the time that had elapsed from the completion of drilling operations and the time of the measurements.

A groundwater observation well was installed within completed test boring B-2. SJB visited the site on August 6th, 2020, at which time the depth to water within the well was about 10.0 feet below the ground surface, correlating to approximate elevation 571 feet. Following the initial measurement, about 5 gallons of water was removed from the well, lowering the water level. SJB returned to the site on September 15th, 2020, at which time the depth to water within the well was about 11.1 feet below the surface, correlating to approximate elevation 570 feet. These depths generally correspond to the depths where the collected soil samples were described as "moist to wet" or "wet".

Some of the shallower samples of fill soils within test borings B-1 and B-5, along with some shallower samples of sandier indigenous soils within test boring B-3 were described as "moist to wet". These conditions could be representative of some perched or trapped groundwater within the more granular or looser fill and indigenous soils, which overlie less permeable indigenous soils. Perched groundwater conditions can be more prevalent following heavy or extended periods of precipitation and during seasonally wet periods. It should be expected that both permanent and perched groundwater conditions could vary with location and with changes in soil conditions, precipitation, seasonal conditions, and fluctuations of the water level within Ellicott Creek.

4.00 GEOTECHNICAL RECOMMENDATIONS

4.10 GENERAL CONSIDERATIONS AND RECOMMENDATIONS

The following general geotechnical considerations and recommendations are provided to assist with planning for the design and construction of the proposed apartment complex. More detailed recommendations are presented in the subsequent sections of this report.

1. Design and construction of the proposed building will be primarily impacted by: the fill soils that extend to depths of 4 to 10 feet; the underlying soft silty clay indigenous soils which also contain organics; and the apparent perched groundwater condition within some of the fill soils and shallower indigenous soils.

2. The fill soils and the underlying silty clay and organic indigenous soils are not suitable for supporting the proposed apartment building using a conventional shallow spread foundation design. These soils are highly compressible and can also subside with time due to decomposition of the organics, resulting in excessive amounts of settlement beneath spread foundations. In addition, the softer silty clay soils are considered marginal for support of spread foundations.

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3. Considering the issues associated with spread foundations, a deep foundation system is recommended for use at this site, which will transfer the building loads through the fill and softer indigenous soils and into the "compact" to "very compact" indigenous soils, first encountered about 18 to 20 feet below the surface. Suitable deep foundation options include: driven pipe piles; helical piles; and drilled, cast-in-place pier foundations (i.e. caissons or drilled shafts).

4. The deep foundation support options will generally eliminate the settlement risks discussed above for spread foundations. However, settlement risks will still remain with regard to the ground level floor, if designed as a conventional slab-on-grade. In order to eliminate all risks associated with a ground level floor constructed over the fill soils and softer indigenous / organic soils, the floor should be constructed as a structural floor supported by a deep foundation system. We understand, however, it may not be economically practical to use a structural floor slab.

   The Owner, therefore, could consider an approach of removing a portion of the existing fill and provide some additional Subbase Stone, along with a heavy duty stabilization geotextile and geo-grid reinforcement beneath the slab-on-grade construction. This will provide for a stiffer subgrade and reduce some of the differential settlement effects, if it were to occur. There are some uncertainties with this approach, such as the potential for some long-term differential settlement, resulting from unidentified zones of unsuitable fill soils or buried organics.

   If the Owner is willing accept these risks, then we would recommend the following be implemented as minimum requirements for constructing the slab-on-grade over the existing fill soils.

   - The existing fill subgrades should be thoroughly compacted and properly proof rolled, evaluated, and prepared in accordance with our recommendations provided in Section 4.90.6.
   - Any deleterious materials, such as organics, very soft soils, construction debris, etc., which are present within the fill soils at the bottom of the subgrade excavation, should be further undercut, removed, and replaced with additional Subbase Stone.
   - The slab-on-grade floor should be constructed over a minimum 24-inch thick layer of compacted Subbase Stone / Structural Fill, that is separated from the fill soils with a suitable stabilization/separation geotextile. The Structural Fill layer should also be reinforced with two separate layers of geo-grid.
   - Additional steel reinforcing within the floor slab should be considered to help further bridge and reduce the risks of any differential subsidence effects, should they occur.

5. The installation of new fill, necessary to raise the site grades within the proposed building will result in some settlement within the fill soils and softer zones of indigenous soils, which could induce some drown drag forces on the deep foundations. Accordingly, the amount of new fill installation should be limited and be completed at least 2 to 3 months prior to the installation of the deep foundations.

6. Excavations to construct the pile caps and elevator pit could encounter some perched groundwater. Appropriate dewatering measures should be implemented to allow for construction to proceed in the dry. Undercutting the subgrade soils by about 12 to 18 inches and replacing them with Structural Fill should be considered, to provide a firm and stable working surface for construction of the pile caps, grade beams, and elevator pit.

7. Based on the subsurface conditions encountered, the site can be classified as Seismic Site Class "D" in accordance with the criteria in the New York State Building Code.

4.20 DRIVEN PIPE PILES

A driven, closed end pipe pile, is recommended for use at the site due to its lager end bearing area, compared to an H-pile. The steel pipe pile should have a yield strength of at least 50 ksi, and should have a minimum wall thickness of 0.25 inches. A steel cap plate should be used to close the end of the pile. The perimeter of the cap plate should be flush with the outer surface of the pipe pile. Driving the pipe piles open ended is not recommended. Following driving and acceptance, the pipe pile should be filled with concrete or be capped, as determined by the Structural Engineer.

The pile foundations should be driven to practical refusal, into the "compact" to "very compact" gravel and sand soils, first encountered about 18 to 20 feet below the surface. A pipe pile driven to practical refusal can be designed for an allowable axial capacity equal to 25% of the pile yield strength or 12.5 kips per square inch (ksi), whichever is less, times the cross sectional area of the pile.

Based on the above design criteria, an 8.625 inch diameter pipe pile section (Grade 50 steel), with a wall thickness of 0.25 inches and a cross sectional area of 6.6 in^2, would provide an allowable axial compressive capacity of about 41 tons per pile. The pile, however, should be driven and tested for an ultimate capacity of 82 tons. The ultimate test capacity assumes a Factor of Safety of 2.0, as required by the Building Code of New York State.

Other pipe pile sections could also be used, based on current product availability, to obtain different allowable axial capacities, provided the same design criteria as outlined above is used.

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Pile foundations driven to practical refusal within the "compact" to "very compact" gravel and sand soils, are expected to undergo insignificant total settlement, when designed and constructed in accordance with our recommendations. Driven piles should be spaced a minimum of 3 pile widths apart, or three feet, whichever is greater. At this spacing, no group reduction factor is considered necessary. All exterior pile caps and grade beams for driven pile foundations should be embedded a minimum of 4 feet below final exterior grades for frost protection.

At least 3 random piles should be dynamically tested to confirm that the pile capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater as required by the Building Code of New York State).

It is possible that obstructions could be encountered within the fill soils. Such obstructions will hinder and impact the installation of the driven piles, and therefore should be anticipated and addressed as appropriate by the pile driving contractor. Accordingly, some pre-excavation and removal of these materials may be necessary for the proper installation of the piles.

4.30 HELICAL PILES

Helical piles, often referred to as "screw piles", bearing within the "compact" to "very compact" gravel and sand soils, first encountered about 18 to 20 feet below the surface, can be used for supporting the proposed building. Helical piles consist of a steel plate formed into the shape of a helix (one pitch of a screw thread) attached to a steel shaft. Installation is accomplished by applying torque to the shaft and screwing the pile into the soil. During the installation, the torque is measured as a correlation to the design capacity.

We recommend a performance specification for the helical piles be developed (i.e. required compressive and uplift capacities). The helical pile installation contractor can then provide a suitable design and installation procedure. Variables will include the diameter of the helical plate, the use of multiple plates, embedment length, number of piles, grouting or no grouting, etc. A New York registered Professional Engineer should prepare the helical pile design.

Preliminarily, helical piles designed to bear at a depth of about 20 feet, can be designed based on an allowable end bearing capacity of 15 kips per square foot (psf). Accordingly, a 14 inch diameter helix (end area of 1.07 square feet) would be expected to develop an allowable axial capacity of about 16 kips per pile. The actual design, however, should be completed by the contractor based on the performance specification developed for the project. Exterior grade beams and pile caps should be embedded a minimum of 4 feet for frost protection.

Due to the potential for the accumulation of perched or trapped groundwater within the fill soils, and the potential flooding events, we recommend the design groundwater elevation be assumed to exist at the ground surface.

At least one load test should be completed for each helical pile type to confirm the design capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater). The load test data should be correlated to the installation torque to provide acceptance criteria for the production piles. Based on the testing results, the actual production helical pile lengths may vary and therefore such contingencies should be planned for in the installation contracts.

4.40 DRILLED PIERS

Drilled pier foundations, if used, should bear within the "compact" to "very compact" gravel and sand soils, first encountered about 18 to 20 feet below the surface. We recommend the drilled piers bear at least 2 to 3 feet into the gravel and sand soils. Therefore, the drilled piers should bear at an elevation of about 559 to 560 feet, in order to develop adequate end bearing capacity. All drilled pier foundation construction should be monitored by qualified geotechnical personnel, to ensure the drilled piers are bearing on suitable indigenous soil bearing subgrades.

The drilled pier foundations can be sized based on a maximum net allowable end bearing capacity of 15 kips per square foot. In all cases, a minimum pier diameter of 30 inches is recommended. The piers will need to be sized based on the actual column and wall loads as determined by the designer.

Drilled piers should be spaced no closer than 3 pier diameters, center to center. Exterior grade beams and pier caps for a drilled pier foundation system should be embedded a minimum of 4 feet for frost protection. It is estimated that drilled pier foundations sized and properly constructed in accordance with our recommendations above will undergo a total settlement of less than ½ inch.

4.50 ELEVATOR PIT

As noted, a general groundwater condition is expected near elevation 570 feet to 571 feet, or about 10 to 11 feet below the existing surface. However, due to the potential for the accumulation of perched or trapped groundwater within the fill soils, and the potential flooding events, we recommend the groundwater conditions be assumed to exist at the ground surface. Accordingly, the below grade elevator pit walls, should be constructed with perimeter foundation drains to intercept any groundwater that may tend to collect against the walls, and the walls should be properly damp proofed. As an alternative, the walls could be designed to resist full hydrostatic pressures acting on the structure walls and bottom slab, and be designed as a fully waterproofed structure.

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The elevator pit walls should be designed to resist "at rest" lateral earth pressures generated by the earth backfill and any temporary or permanent surcharge loads, based on the soil parameters below. These parameters are based on the wall backfill consisting of Structural Fill, as described in Appendix C. In addition, perimeter exterior foundation drains should be incorporated in the design where the walls are designed for relieved hydrostatic pressures (i.e. drained conditions).

Where a foundation drainage system is not used, the walls should be designed to resist the hydrostatic pressures as well as the lateral earth pressures acting the walls. In this case, the lateral earth pressure should be computed based on a submerged soil unit weight. In addition, the floor / bottom slab must be designed to resist the hydrostatic uplift pressure acting on it, and the depressed structure should also be fully water proofed.

Recommended Soil Parameters for Elevator Pit Wall Design

- Coefficient of "At-Rest" Lateral Earth Pressure – 0.47
- Angle of Internal Friction – 32 Degrees
- Moist Unit Weight of Soil – 140 pcf
- Submerged or Buoyant Unit Weight of Soil – 80 pcf
- Surcharge Load Lateral Coefficient – 0.50

4.60 SLAB-ON-GRADE FLOOR

4.60.1 Floor Slab with Thickened Subbase

As discussed in Section 4.10, the ground level floor can be constructed as a slab-on-grade over the existing fill soils, provided the Owner is willing to accept the risks associated with this option. These risks include the potential for some on-going, long-term settlement, and unpredictable differential settlement, because of the variable composition and density of the fill, and potentially other undetected areas of unsuitable fill soils (i.e. organics, wood, etc.).

The existing fill soil subgrades should be thoroughly compacted and properly prepared and evaluated in accordance with our recommendations in Section 4.906 prior to placement of the geotextile and Subbase Stone material. A minimum of 24 inches of Subbase Stone should be placed beneath the slab-on-grade floor. A suitable stabilization/separation geotextile, such as Mirafi 600X, should be placed over the prepared subgrades and a geo-grid reinforcement such as a TriAx TX160, should be placed over the geotextile, prior to installation of the first lift of Subbase Stone. An additional layer of geo-grid should be installed after the first 12-inches of Structural Fill has been installed.

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The slab-on-grade floors can be designed using a modulus of subgrade reaction of 200 pounds per cubic inch at the top of the 24 inches of Subbase Stone. Additional steel reinforcing within the floor slab should be considered to help further bridge and reduce the risks of any differential subsidence effects, should they occur.

It is understood the finished floor grade will be established above the surrounding exterior grades. Therefore, the use of a moisture barrier does not appear warranted, unless otherwise recommended by the finished flooring manufacturer. It is recommended that the slab-on-grade be constructed such that it floats on the subbase and subgrades, and is not structurally connected to or resting directly on, perimeter walls or column footings, in order to limit differential settlement effects, unless the slab / wall or column interface is designed with sufficient reinforcement to bridge potential differential settlement effects at these interfaces.

4.60.2 Structural Floor Slab

As discussed in Section 4.10, the floor system could also be designed as a structural slab supported by the selected deep foundation system. Although potentially more costly, a structural floor slab will negate the settlement risks associated with constructing the floor over the fill soils.

If the floor is structurally supported, it is recommended a minimum of 6 inches Subbase Stone material be placed beneath the structural slab to provide a suitable working surface to construct the slab. It is understood the finished floor grade will be established above the surrounding exterior grades. Therefore, the use of a moisture barrier does not appear warranted, unless otherwise recommended by the finished flooring manufacturer.

We note that the above subbase stone thickness is not adequate for carrying construction vehicle loads. Therefore, it may be desirable for the Contractor to temporarily increase the Subbase Stone thickness within the building pad area to provide a suitable working surface to stage the construction, carry construction vehicle loads and protect the underlying subgrades. This will be particularly important if construction proceeds during seasonally wet periods. The additional subbase stone material could then be removed and re-graded in preparation for the actual floor construction and re-used as foundation backfill, pavement subbase, or as otherwise determined appropriate.

4.70 SEISMIC DESIGN CONSIDERATIONS

Based on the subsurface conditions encountered in the test borings, the project site can be classified as Seismic Site Class "D" in accordance with ASCE 7-16, Table 20.3-1, as referenced in the 2020 Building Code of New York State. Therefore, seismic design can be based on this seismic site classification.

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The spectral response accelerations at the project site were obtained by Empire using the SEAOC / OSHPD web site application https://seismicmaps.org/. Using the site location, the spectral response accelerations are 0.170g for the short period (0.2 second) response (S_S) and 0.045g for the one second response (S_1). For design purposes, these spectral response accelerations must be adjusted for the Seismic Site Class "D" soil profile determined for the project site.

Accordingly, the adjusted spectral response accelerations for Site Class "D" are as follows:

- Short Period Response (S_{MS}) - 0.272g
- 1 Second Period Response (S_{M1}) - 0.109g

The corresponding five percent damped design spectral response accelerations (S_{DS} and S_{D1}) are as follows:

- S_{DS} - 0.181g
- S_{D1} - 0.072g

4.80 PAVEMENT DESIGN AND CONSTRUCTION

4.80.1 Pavement Design

Pavement construction should include: removal of the existing topsoil and organic soils; excavation of the subgrade soils as necessary to establish the pavement profile grade; preparation of the exposed subgrades (i.e. drying, compaction and proof-rolling); installation of subgrade fill (i.e. Suitable Granular Fill), if necessary to raise site grades; and placement of the geotextile, pavement subbase course, and asphalt pavement.

Pavement design recommendations are provided for a Medium Duty Asphalt Concrete Pavement section. The pavement section recommended assumes that the subgrades will be prepared as described in Section 4.90.6.

Medium Duty Asphalt Concrete Pavement

- 1.5 inches - Top Course
- 3.0 inches - Binder Course
- 12 to 15 inches - Subbase Course*
- Geotextile

*It is recommended the subbase course thickness be increased to 15 inches in the entrance / exit areas, which will be subject to more frequent and heavier loads. Also, it may be necessary to increase the subbase thickness in some areas to improve subgrade conditions and to promote drainage to underdrains, as discussed below.

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Materials for the above pavement structure components should consist of the following:

A. Asphalt Concrete Top Course - NYSDOT Standard Specifications, Hot Mix Asphalt, 9.5 F3 Top Course.

B. Asphalt Concrete Binder Course - NYSDOT Standard Specifications, Hot Mix Asphalt, 19 F9 Binder Course.

C. Subbase Course – Should comply with NYSDOT Standard Specifications, Item No. 304.12 - Type 2 Subbase, as described in Appendix C.

D. Geotextile - Woven polypropylene stabilization/separation geotextile (i.e., Mirafi 600X or approved suitable equivalent).

4.80.2 Pavement Drainage

The installation of underdrains or edge drains are recommended to drain the pavement subbase course within any low points, 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. This could be accomplished by raising the pavement grade. Drainage of the pavement subgrades can be achieved by grading the subgrade to a slope of at least 2 percent to allow drainage to the underdrains or drainage swale.

Underdrains, if used, should include a geotextile (i.e. Mirafi 160N or suitable equivalent), selected considering drainage and filtration, installed around drainage stone surrounding a slotted or perforated drain pipe. The drainage stone should be sized in accordance with the pipe slotting or perforations. A crushed aggregate (½-inch washed gravel or stone) is generally acceptable for slotted underdrain pipe. The underdrain pipes should be set in the bottom of the subbase layer, or preferably below the top of the soil subgrade elevation. The drainage stone and surrounding geotextile should extend above the underdrain pipe and into the subbase layer. Underdrain pipes should be connected to the site storm water drainage system.

4.80.3 Pavement Construction

Placement of the pavement Subbase course can proceed, following proper subgrade preparation and subgrade filling. Installation of adjacent geotextile panels should have minimum overlap of 12 to 18 inches. The Subbase Stone should be placed and compacted in accordance with the recommendations in Appendix C. Construction of the Asphalt Concrete Pavement should be performed in accordance with NYSDOT Standard Specification Section 400. The Binder and Top Course compaction / evaluation should comply with NYSDOT Standard Specifications – 80 Series Compaction procedures, as a minimum, or as otherwise required by the jurisdictional agency. In addition, placement of asphalt concrete courses should not be permitted on wet or snow covered surfaces or when the subgrade surface is less than 40° F.

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4.90 SITE PREPARATION AND CONSTRUCTION

4.90.1 Construction Dewatering

Construction dewatering will be required for surface water control and for excavations which encounter groundwater conditions. A general groundwater condition is expected near the water level within Ellicott Creek, which will not likely be encountered within the relatively shallow pile cap excavations, but will be encountered within any drilled pier excavations. As noted, there appears to be some shallower zones of perched or trapped groundwater within some of the fill soils and shallower zones of sandier indigenous soils, which could be encountered within the pile cap excavations, or excavations to construct the elevator pit.

Water should be diverted away from the work areas and should be prevented from accumulating on exposed subgrades. Exposed soil subgrades will be susceptible to strength degradation in the presence of excess moisture. It is anticipated that diversion berms and proper site grading will be sufficient to control surface water.

Groundwater conditions, when encountered, should be depressed at least 1 to 2 feet below the excavation bottom. It is anticipated that sump and pump methods of dewatering will be sufficient to control perched groundwater conditions, should it be encountered within the fill soils or sandier indigenous soils. Surface water and groundwater dewatering plans should include implementation of measures to control erosion, sedimentation and the migration of soil fines.

4.90.2 Driven Pile Construction and Testing

The pipe piles should be driven using a hammer producing a suitable energy to obtain the desired ultimate capacity, yet not overstress the pile. Pile stresses should not exceed 85% of the pile yield stress. The appropriate hammer and driving criteria should be determined by the pile installation contractor through the use of the wave equation, based on the actual pile hammer and cushions that will be used for the project. If the wave equation analysis indicates that the pile may be overstressed during driving then the contractor should select an alternate hammer/cushion arrangement, which will not overstress the pile.

At least three random piles, across the limits of the site, should be dynamically tested in accordance with *ASTM D 4945 – Standard Test Method for High Strain Dynamic Testing of Piles* to confirm the driving criteria and to evaluate that the allowable pile capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater). The dynamic testing should be performed prior to installation of the production piles. The test piles may be used as production piles provided the test data is acceptable. The results of the dynamic testing should include an evaluation to simulate static load testing.

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The wave equation results, pile installation records and the results of the dynamic testing should be evaluated to confirm the design capacity and to possibly refine the driving criteria and pile lengths if determined necessary. It should be understood that the pile capacity provided was estimated using conventional static analyses based on engineering interpretation of the conditions disclosed by the test borings. Variations in soil conditions may occur, which can impact the actual pile installation requirements. Therefore, it is recommended that the contract documents contain provisions to make adjustments in the actual pile lengths required, should the installation conditions and field testing dictate such changes.

A qualified individual should observe all pile driving and should prepare an individual pile driving report for each pile installed. The report should include, pile number and location, hammer and cushion types, pile size and material, installed length, blows per foot, unusual conditions encountered during driving, top of pile elevation following driving and notes on any necessary re-striking.

Installed piles should be monitored for potential heaving during installation of adjacent piles. Any piles which heave should be re-driven and reseated as appropriate. Plumbness of the piles should be maintained within 1% of the total length. Any misaligned or damaged piles should be replaced. Following driving the inside of the pipe pile should be inspected, before concreting or capping, to assure that no damage occurred during driving. Any damaged piles should be removed and replaced.

4.90.3 Helical Pile Construction

Helical piles should be installed by a qualified and experienced contractor. The helical piles should be installed in a smooth continuous manner, with sufficient pressure to advance the helical piles. Alignment of the helical piles should be maintained within 1% of the total length. At least one load test should be completed to determine the helical pile capacity has been obtained with an adequate factor of safety (i.e. Factor of Safety of 2.0 or greater).

A correlation, using the torque during installation and the load testing data should be used to confirm subsequent helical piles are installed to two times the allowable design load. A qualified individual should observe the helical pile installation and prepare a report summarizing the installation process, load testing results, torque during installation, length of pile, etc.

4.90.4 Drilled Pier Foundation Construction

The drilled pier foundation construction is expected to encounter groundwater conditions near a depth of about 10 feet. Shallower zones of perched groundwater within the fill soils could also be encountered. Dewatering should be implemented as necessary to lower the groundwater within the drilled pier excavation casing in order to observe the pier excavation bottom and evaluate the bearing subgrade surface, and to allow construction in-the-dry.

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Alternatively, procedures for constructing the drilled piers below the groundwater elevation, can be implemented. However, there is less control during construction in-the-wet, and therefore, there may be greater risk associated with this construction procedure. If this method is used, the hole must be stabilized and the concrete must be placed in a manner that displaces slurry/water from the hole, such as a tremie method. It is recommended that the drilled piers be constructed only by a Contractor, who is qualified and experienced in such construction methods. In both cases the installation of temporary casing during drilling will be necessary to prevent the sloughing of the softer fill soils and indigenous soils into the excavations.

Initially, the excavation should extend to the proposed bearing grade. Loose soil should be removed from the bearing surface. The final bearing surface should be level or near level. Plumbness of the pier should be maintained within 1% of the total length. Casing removal during concrete placement should proceed in a manner that prevents or reduces to the extent possible, surrounding soil and water from protruding into the space that will be occupied by concrete. Qualified and experienced geotechnical personnel should monitor the drilled pier construction.

4.90.5 Excavation for Grade Beams and Pile Caps

Excavation for the pile caps and grade beams should be performed using a method, which reduces disturbance to the subgrade soils, such as a backhoe equipped with a smooth blade bucket. As noted, consideration should be given to undercutting the subgrade soils by about 12 to 18 inches and replacing them with Structural Fill, as described in Appendix C, to provide a firm and stable working surface.

Subgrades should be protected from precipitation and surface water. Water should not be allowed to accumulate on the soil subgrades and the subgrades should not be allowed to freeze, either prior to or after construction of foundations. If subgrades are not protected and degrade, they must be undercut/removed accordingly.

Excavations should be backfilled as soon as possible and prior to construction of the superstructure. It is recommended that the excavations be backfilled with a Structural Fill, as described in Appendix C.

4.90.6 Subgrade Preparation for Slab-on-Grade and Pavement Areas

The site preparation work should be performed during seasonally dry periods to minimize potential degradation of the subgrade soils and undercuts which may be required to establish a stable base for construction. It should be understood that the silty clay fill soils encountered at the site are sensitive and can 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 minimize construction traffic directly over these soils. These efforts could include:

- Installation of drainage swales and underdrains (i.e. "French drains") to intercept and divert surface runoff and groundwater away from the construction areas;
- Proper grading and sloping of the subgrade and "sealing" of the surface with a smooth drum roller, at the end of each day or when rain is anticipated to promote runoff; and
- Restricting construction equipment traffic from traveling directly over the subgrade surfaces, especially when they are wet. Any subgrades, which become damaged, rutted or unstable should be undercut and repaired as necessary prior to placement of the overlying fill courses.

Existing trees, stumps, vegetation, topsoil, organic soils, soft or loose soils, and any other deleterious materials within the proposed slab-on-grade and pavement areas should be removed. Following stripping of the surface materials and any required excavation to the proposed subgrades, the exposed subgrades should be allowed to dry, as necessary, and then be thoroughly compacted/densified and then proof-rolled.

The subgrade compaction and proof-rolling should be performed prior to any required fill placement, using a vibratory smooth drum roller weighing at least 10 tons. The roller should be operated in the vibratory mode for compacting the subgrades and in the static mode for proof rolling. The roller should complete at least four passes over the exposed subgrades for the compaction/densification operation and at least two passes for the proof rolling evaluation.

The subgrade compaction and proof-rolling should be done under the guidance of, and observed by, a representative of Empire. Any areas, which appear wet, loose, soft, unstable or otherwise unsuitable, should be undercut. Over excavation, which may be required as the result of the proof-rolling, should be performed based on evaluation of the conditions by Empire. Resulting over-excavations should be backfilled with controlled Structural Fill. The placement of an initial lift of oversized stone fill material (i.e. "surge stone", "shot rock", etc.) encased in stabilization geotextile top and bottom, may be necessary in some cases to help stabilize the subgrades.

During construction, the Contractor should take precautions to limit construction traffic over the soil subgrades. Any subgrades, including existing soil subgrades or fill subgrades, which become damaged, rutted or unstable should be undercut and repaired as necessary prior to placement of the Subbase Stone.

Suitable Granular Fill, as described in Appendix C, can be used to raise the site grades beneath the Subbase Stone course for the slab-on-grade and pavement construction. The use of the on-site soils to raise site grades is not recommended as it is expected to be more difficult to obtain acceptable compaction and maintain stable fill subgrades (i.e. free of rutting and pumping conditions), due to its inherent finer grained composition and organic

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content. Placement of subgrade fill (Suitable Granular Fill), to raise site grades, should be observed and tested by a construction materials testing company. It is recommended that utility trenches located within pavement areas be backfilled with controlled Structural Fill.

5.00 CONCLUDING REMARKS

This report was prepared to assist in the design and construction of the proposed Elysium Apartment Complex, planned at 2160 North Forest Road, within the Town of Amherst, New York. The report has been prepared for the exclusive use of Postwork Capital, Buffalo Automation, Silvestri Architects, PC, and other members of the project design team, for specific application to this site and this project only.

The site information and recommendations were prepared based on Empire's understanding of the proposed project, as described herein, and through the application of generally accepted soils and foundation engineering practices. Empire should be consulted with any questions regarding the interpretation of the findings of our work, and/or the geotechnical considerations and recommendations presented. In addition, the recommendations presented are provided as guidance to the designer and should not be considered a project specification. No warranties, expressed or implied are made by the conclusions, opinions, recommendations or services provided.

Empire should be informed of any changes to the planned project so that it may be determined if any modifications to the information presented in this report are necessary. Empire and / or its designated representative should also be retained to review final plans and specifications and to monitor the foundation and site work construction to verify that the recommendations were properly interpreted and implemented.

Additional information regarding the use and interpretation of this report is presented in Appendix D.

Respectfully Submitted:

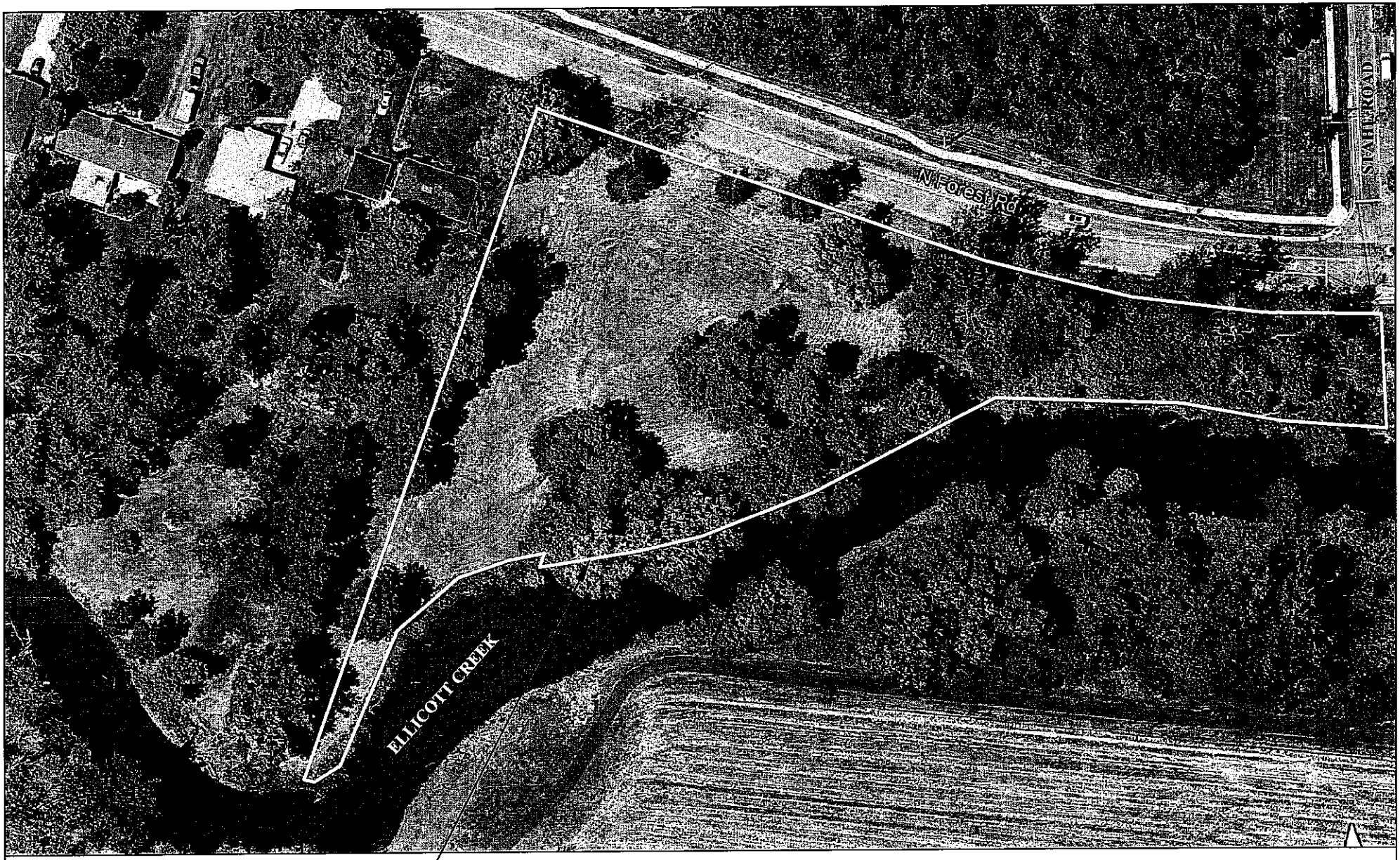
WMA Engineering DPC
dba Empire Geotechnical Engineering Services

Thomas R. Seider, P.E.
Senior Geotechnical Engineer

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FIGURES



APPROXIMATE SITE LOCATION

N

WMA ENGINEERING DPC|DBA
EMPIRE GEOTECHNICAL
ENGINEERING SERVICES

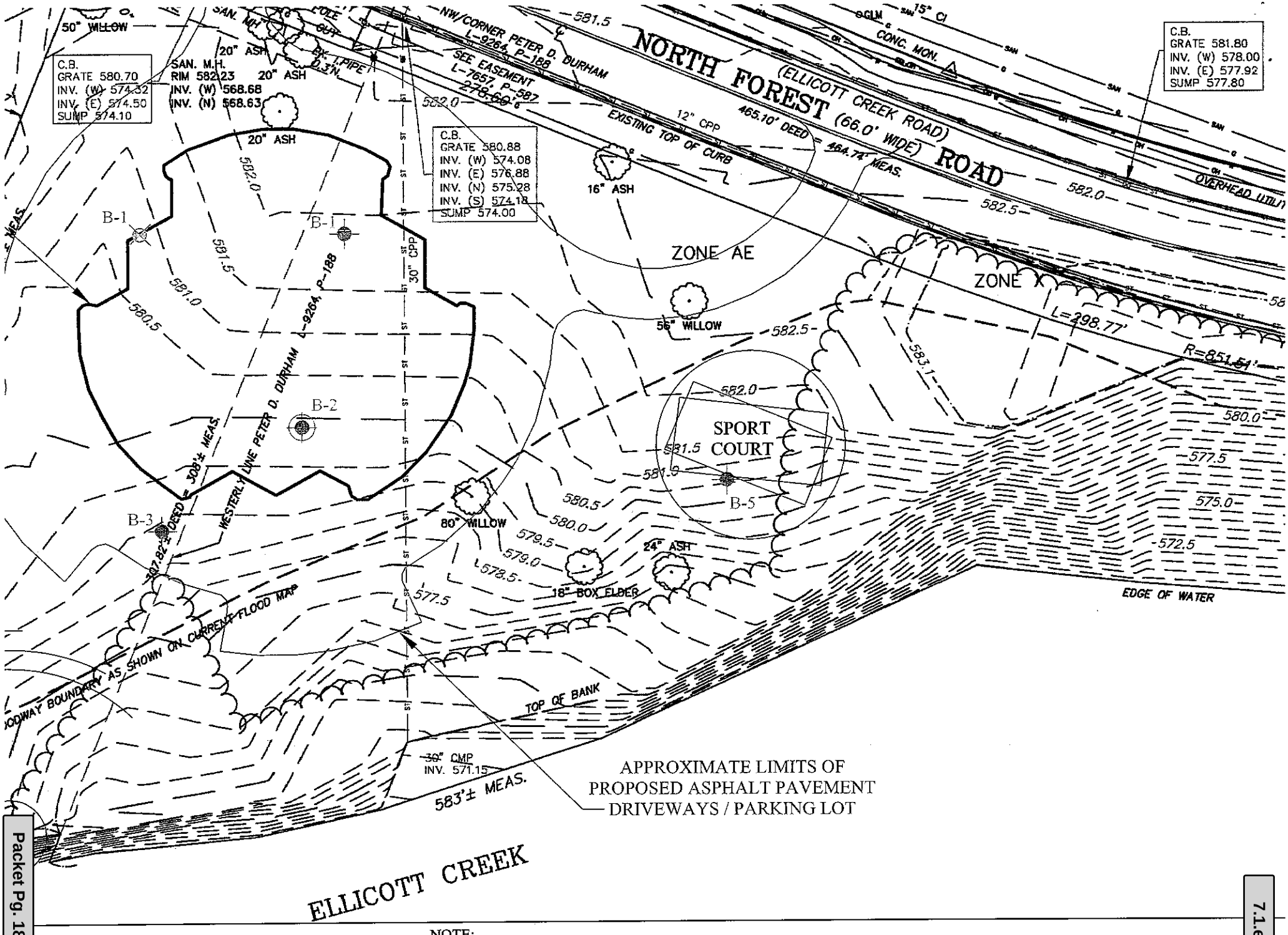
PROPOSED ELYSIUM APARTMENT COMPLEX
2160 NORTH FOREST ROAD
TOWN OF AMHERST, NEW YORK

DR BY: WMA	SCALE: NTS	PROJECT NO.: WB-20-105

NOTE:

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NOTE:

B-1 INDICATES APPROXIMATE LOCATION AND DESIGNATION OF TEST BORING

FIGURE DEVELOPED FROM JUNE 24, 2014

N

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APPENDIX A

SUBSURFACE EXPLORATION LOGS

Recently Completed Test Borings
July 2020 (B-1 through B-5)

GENERAL INFORMATION & KEY TO SUBSURFACE LOGS

The Subsurface Logs attached to this report present the observations and mechanical data collected by the driller at the site, supplemented by classification of the material removed from the borings as determined through visual identification by technicians in the laboratory. It is cautioned that the materials removed from the borings represent only a fraction of the total volume of the deposits at the site and may not necessarily be representative of the subsurface condition between adjacent borings or between the sampled intervals. The data presented of the Subsurface Logs together with the recovered samples provide a basi for evaluating the character of the subsurface conditions relative to the project. The evaluation must consider all the recorded details and their procedures to more accurately evaluate the subsurface conditions. Any evaluation of the contents of this report and recovered samples must be performed by qualified professionals. The following information defines some of the procedures and terms used of the Subsurface Logs to describe the conditions encountered, consistent with the numbered identifiers shown o the Key opposite this page.

1. The figures in the Depth column define the scale of the Subsurface Log.
2. The Samples column shows, graphically, the depth range from which a sample was recovered. See Table I for descriptions of the symbols used to represent the various types of samples.
3. The Sample No. is used for identification on sample containers and/or Laboratory Test Reports.
4. Blows on Sampler – shows the results of the "Penetration Test", recording the number of blows required to drive a split spoon sampler into the soil. The number of blows required for each six inches is recorded. The first 6 inches of penetration is considered seating drive. The number of blows required for the second and third 6 inches of penetration is termed the penetration resistance,
5. Blows on Casing – Shows the number of blows required to advance the casing a distance of 12 inches. The casing size, hammer weight, and length of drop are noted at the bottom of the Subsurface Log. If the casing is advanced by means other than driving, t method of advancement will be indicated in the Notes column or under the Method of Investigation at the bottom of the Subsurfac Log. Alternatively, sample recovery may be shown in this column or other data consistent with the column heading.
6. All recovered soil samples are reviewed in the laboratory by an engineering technician, geologist, or geotechnical engineer, unless noted otherwise. Visual descriptions are made on the basis of a combination of the driller's field descriptions and noted observatio together with the sample as received in the laboratory. The method of visual classification is based primarily on the Unified Soil Classification System (ASTM D 2487) with regard to the particle size and plasticity (See Table No. II), and the Unified Soil Classification System group symbols for the soil types are sometimes included with the soil classification. Additionally, the relative portion, by weight, of two or more soil types is described for granular soils in accordance with "Suggested Methods of Test for Identification of Soils" by D.M. Burmister, ASTM Special Technical Publication 479, June 1970. (See Table No. III). Description o the relative soil density or consistency is based upon the penetration records as defined in Table No. IV. The description of the soil moisture is based upon the relative wetness of the soil as recovered and is described as dry, moist, wet, and saturated. Water introduced into the boring either naturally or during drilling may have affected the moisture condition of the recovered sample. Special terms are used as required to describe soil deposition in greater detail; several such terms are listed in Table V. When sampling gravelly soils with a standard two inch diameter split spoon, the true percentage of gravel is often not recovered due to t relatively small sampler diameter. The presence of boulders and large gravel is sometimes, but not necessarily, detected by an evaluation of the casing and sampler blows or through the "action" of the drill rig as reported by the driller.
7. Rock description is based on review of the recovered rock core and the driller's notes. Frequently used rock classification terms a included in Table VI.
8. The stratification lines represent the approximate boundary between soil types and the transition may be gradual. Solid stratification lines delineate apparent changes in soil type, based upon review of recovered soil samples and the driller's notes. Dashed lines convey a lesser degree of certainty with respect to either a change in soil type or where such change may occur.
9. Miscellaneous observations and procedures noted by the driller are shown in this column, including water level observations. It is important to realize the reliability of the water level observations depends upon the soil type (water does not readily stabilize in a hole through fine grained soils), and that any drill water used to advance the boring may have influenced the observations. The ground water level will fluctuate seasonally, typically. One or more perched or trapped water levels may exist in the ground seasonally. All the available readings should be evaluated. If definite conclusions cannot be made, it is often prudent to examine th conditions more thoroughly through test pit excavations or groundwater observation wells.
10. The length of core run is defined as the length of penetration of the core barrel. Core recovery is the length of core recovered divided by the core run. The RQD (Rock Quality Designation) is the total length of pieces of NX core exceeding 4 inches divided b the core run. The size core barrel used is also noted in the Method of Investigation at the bottom of the Subsurface Log.

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DATE

STARTED _____

FINISHED _____

SHEET ____ OF ____

SJB SERVICES, INC.
SUBSURFACE LOG

PROJ. No. _____

HOLE No. _____

SURF. ELEV. _____

G.W. DEPTH _____

PROJECT _____ LOCATION _____

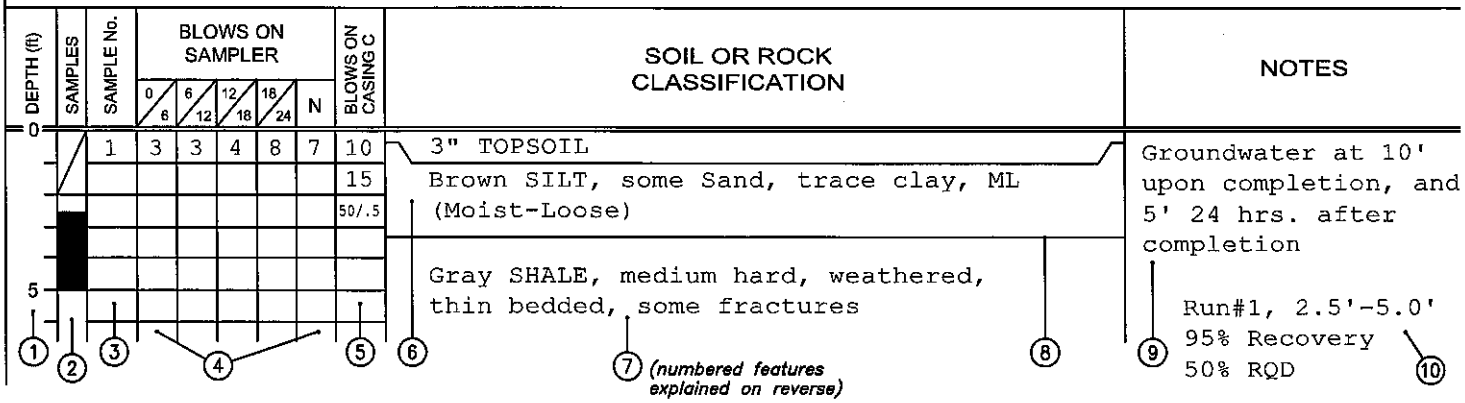


TABLE I

- Split Spoon Sample
- Shelby Tube Sample
- Geoprobe Macro-Core
- Auger or Test Pit Sample
- Rock Core

TABLE II

Identification of soil type is made on basis of an estimate of particle sizes, and in the case of fine grained soils also on basis of plasticity.

Soil Type	Soil Particle Size	
Boulder	>12"	Coarse Grained (Granular)
Cobble	3" - 12"	
Gravel - Coarse	3" - 3/4"	
- Fine	3/4" - #4	
Sand - Coarse	#4 - #10	
- Medium	#10 - #40	
- Fine	#40 - #200	
Silt - Non Plastic (Granular)	<#200	Fine Grained
Clay - Plastic (Cohesive)		

TABLE III

The following terms are used in classifying soils consisting of mixtures of two or more soil types. The estimate is based on weight of total sample.

Term	Percent of Total Sample
"and"	35 - 50
"some"	20 - 35
"little"	10 - 20
"trace"	less than 10

(When sampling gravelly soils with a standard split spoon, the true percentage of gravel is often not recovered due to the relatively small sampler diameter.)

TABLE IV

The relative compactness or consistency is described in accordance with the following terms:

Granular Soils		Cohesive Soils	
Term	**Blows per Foot, N**	**Term**	**Blows per Foot, N**
Very Loose	0 - 4	Very Soft	0 - 2
Loose	4 - 10	Soft	2 - 4
Firm	10 - 30	Medium	4 - 8
Compact	30 - 50	Stiff	8 - 15
Very Compact	>50	Very Stiff	15 - 30
		Hard	>30

(Large particles in the soils will often significantly influence the blows per foot recorded during the penetration test)

TABLE V

Varved	Horizontal uniform layers or seams of soil(s).
Layer	Soil deposit more than 6" thick.
Seam	Soil deposit less than 6" thick.
Parting	Soil deposit less than 1/8" thick.
Laminated	Irregular, horizontal and angled seam and partings of soil(s).

TABLE VI

Rock Classification Term		Meaning
Hardness	- Soft	Scratched by fingernail
	- Medium Hard	Scratched easily by penknife
	- Hard	Scratched with difficulty by penknife
	- Very Hard	Cannot be scratched by penknife
Weathering	- Very Weathered	Judged from the relative amounts of disintegration, iron staining, core recovery, clay seams, etc.
	- Weathered	
	- Sound	

Rock Classification Term		Meaning	
Bedding	- Laminated	(<1")	Natural breaks in Rock Layers
	- Thin Bedded	(1" - 4")	
	- Bedded	(4" - 12")	
	- Thick Bedded	(12" - 36")	
	- Massive	(>36")	

(Fracturing refers to natural breaks in the rock oriented at some angle to the rock layers)

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE:
START 7/23/2020
FINISH 7/23/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-1
SURF. ELEV 582.3'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	4			TOPSOIL	Driller noted topsoil at the surface
		6	8		10	Brown Silty CLAY, some fine Gravel, little f-c Sand, tr.organics (moist, FILL)	
	2	8	7				
		6	5		13	One piece of coarse GRAVEL (moist, FILL)	WOH = Weight of Hammer and Rods
5	3	3	3			Brown Silty CLAY, some f-c Sand, little fine Gravel,	
		3	2		6	tr.slag, tr.organics (moist-wet, FILL)	
	4	3	3			Contains tr.gravel, tr.glass, no slag	Sample #4: Contains wood
		4	3		7		
	5	WOH	2			Dark Brown Silty CLAY, little f-m Sand, tr.organics	Sample #5: Exhibits an organic odor
10		2	3		4	(moist, medium, CL)	
	6	1	1			Contains tr.sand (moist-wet, soft)	
		1	1		2		Sample #6: Contains wood
15	7	WOH	1			Contains little f-m Sand, little Organics	Sample #7: Exhibits an organic odor, contains wood
		2	1		3		
20	8	6	21			Brown fine GRAVEL, some f-c Sand, little Silty Clay	REF = Sample Spoon Refusal
		35	50/0.2		56	(moist, v.compact, GC-GM)	Driller noted hard augering at 20' to 25'
25							NQ '2' Size Rock Core
	9	50/0.2			REF	Brown SHALE Rock, medium hard, sound, thickly bedded, both natural and mechanical fractures	RUN #1: 25.2' - 30.2' REC = 72% RQD = 47%
30						Becomes laminated to thickly bedded	RUN #2: 30.2' - 33.2' REC = 100% RQD = 81%
35						Boring Complete at 33.0'	No Free Standing Water encountered before coring
40							Free Standing Water recorded at 1' after coring

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: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE:
START 7/27/2020
FINISH 7/27/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-2
SURF. ELEV 581.1'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	4	15			TOPSOIL	Driller noted topsoil at the surface
		21	19		36	Brown CONCRETE fragments, some Silty Clay, little f-c Sand (moist, FILL)	
	2	15	8				
		5	6		13	Contains little Silty Clay	Sample #1: Poor Recovery
5	3	2	2			Brown Silty CLAY, some f-c Sand, little fine Gravel,	Sample #2: Poor Recovery
		3	6		5	tr.organics (moist, FILL)	
	4	4	50/0.2		REF	Contains some fine Gravel, little f-c Sand, tr.concrete (moist-wet)	
	5	50/0			REF		Sample #5: No Recovery
10							
	6	2	2			Dark Brown Silty CLAY, little Organics, tr.sand	REF = Sample Spoon Refusal
		3	3		5	(moist-wet, medium, CL)	
15							
	7	1	2			Brown Organics, tr.sand (wet)	Sample #7: Poor Recovery, contains wood
		1	6		3		
20							
	8	31	40			Brown fine GRAVEL, some f-c Sand, little Silty Clay	
		45	50/0.4		85	(wet, v.compact, GC-GM)	
25							
	9	50	50/0.2		REF		
						Boring Complete with Auger Refusal at 26.0'	No Free Standing Water reading obtained at boring completion
30							2" PVC groundwater observation well installed within completed test boring. Refer to completion record for details.
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: R. STEINER

DRILL RIG TYPE : CME-550X

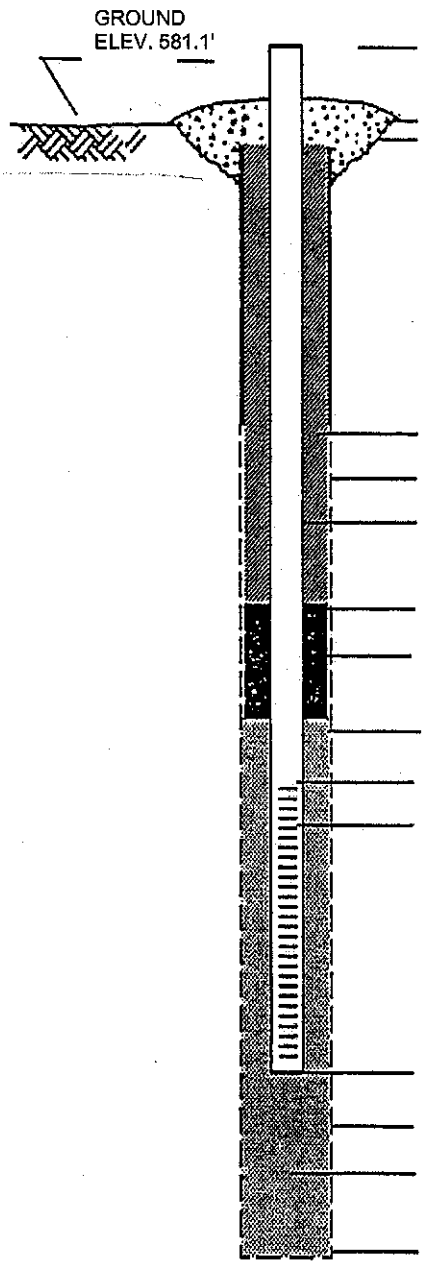
METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

MONITORING WELL COMPLETION RECORD

SJB SERVICES, INC.

WELL NUMBER: B-2	
PROJECT: Elysium Apartments	**DRILLING METHOD:** ASTM D-1586 USING HSA
PROJECT NUMBER: BE-20-105	**GEOLOGIST:** N/A
DRILLER: R. Steiner	**INSTALLATION DATE(S):** 7/27/2020



TYPE OF SURFACE SEAL:	SOIL
TYPE OF BACKFILL:	SOIL AUGER CUTTINGS
BOREHOLE DIAMETER:	7" ±
I.D. OF RISER PIPE:	2"
TYPE OF RISER PIPE:	PVC
DEPTH OF SEAL:	12'
TYPE OF SEAL:	BENTONITE CHIPS
DEPTH OF SAND PACK:	14'
DEPTH OF TOP OF SCREEN:	15.6'
TYPE OF SCREEN:	PVC
SLOT SIZE X LENGTH:	0.01' x 10'
I.D. OF SCREEN:	2"
TYPE OF SAND PACK:	No. 0 Silica Sand
DEPTH BOTTOM OF SCREEN:	25.6'
DEPTH BOTTOM OF SAND PACK:	26.0'
TYPE OF BACKFILL BELOW OBSERVATION WELL:	N/A
ELEVATION/ DEPTH OF HOLE:	26.0'

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE:
START 7/24/2020
FINISH 7/24/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-3
SURF. ELEV 579.5'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	5	6			TOPSOIL	Driller noted topsoil at the surface
		15	10		21	Brown Silty CLAY, some f-c Sand, tr.organics (moist, FILL)	
	2	8	8			Contains little fine Gravel	
		10	11		18		Sample #2: Poor Recovery
5	3	2	2			Dark Gray f-c SAND, little Silty Clay, tr.organics	
		3	4		5	(moist-wet, loose, SC-SM)	
	4	3	2			(wet)	Sample #4: Contains wood
		3	2		5		
	5	2	2			Contains some Silty Clay (v.loose)	Sample #5: Contains wood
10		1	1		3		
	6	WOH/1.0				Contains little Organics, little Silty Clay	WOH = Weight of Hammer and Rods
		WOH/1.0			WOH		
15	7	WOH/1.0				Brown Silty CLAY, some f-c Sand, little fine Gravel	
		3	5		3	(wet, soft, CL)	
							Driller noted hard augering at 18' to 26.5'
20	8	28	47			Brown fine Gravel, some f-c Sand, little Silty Clay	
		50/0.4			REF	(moist, v.compact, GC-GM)	REF = Sample Spoon Refusal
25	9	50/0.2			REF		Sample #9: No Recovery
						Boring Complete with Auger Refusal at 26.5'	Free Standing Water recorded at 21.5' 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: R. STEINER
DRILL RIG TYPE : CME-550X
METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE:
START 7/23/2020
FINISH 7/23/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-4
SURF. ELEV 578.1'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	2			TOPSOIL	Driller noted topsoil at the surface
		3	3		5	Brown Silty CLAY, some fine Gravel, little f-c Sand, tr.organics (moist, FILL)	
	2	2	5				
		10	50/0.2		15	Brown fine GRAVEL, some f-c Sand, little Concrete, little Silty Clay (moist, FILL)	
5	3	21	5				Sample #3: Contains wood
		3	3		8	Dark Brown Silty CLAY, tr.sand, tr.organics (moist, medium, CL)	
	4	4	2				Sample #4: Contains wood
		3	2		5	Contains little Organics, little f-c Sand (moist-wet) (soft)	
	5	1	1				Sample #5: Contains wood, Exhibits an organic odor
10		1	1		2		
	6	2	1			Brown Silty CLAY, little f-c Sand, tr.gravel (moist-wet, soft, CL)	
		1	2		2		
15							
	7	2	2			Contains some fine Gravel (moist, medium)	Driller noted hard augering at 18' to 22'
		4	7		6		
20							REF = Sample Spoon Refusal
	8	20	19			Brown fine GRAVEL, some f-c Sand, little Silty Clay (moist, compact, GC-GM)	
		21	25		40		NQ '2' Size Rock Core
	9	50/0			REF	22.0' to 24.4': Brown f-c GRAVEL, some f-c Sand, little Silty Clay (moist, GC-GM)	RUN #1: 22.0' - 27.0' REC = 66% RQD = 21%
25						Brown SHALE Rock, medium hard, sound, laminated to thickly bedded, both natural and mechanical fractures	
							RUN #2: 27.0' - 31.0' REC = 90% RQD = 85%
30							
						Boring Complete at 31.0'	No Free Standing Water encountered before coring
35							Free Standing Water recorded at 1' 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. KOSKE
DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE:
START 7/24/2020
FINISH 7/24/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-5
SURF. ELEV 582.0'
G.W. DEPTH See Notes

PROJECT: PROPOSED ELYSIUM APARTMENT COMPLEX
PROJ. NO.: BE-20-105
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	4			TOPSOIL	Driller noted topsoil at the surface
		7	10		11	Brown Silty CLAY, some fine Gravel, little f-c Sand, tr.organics (moist-wet, FILL)	
	2	8	9				
		10	12		19	Brown-Black ASPHALT fragments, little Silty Clay, little fine Gravel, tr.sand (moist, FILL)	
5	3	7	10				
		15	16		25	Contains some fine Gravel, little f-c Sand, tr.silty clay tr.organics	
	4	5	5				
		6	6		11	Dark Brown Silty CLAY, tr.sand, tr.organics (moist, stiff, CL)	
	5	1	2			Contains little f-m Sand (moist-wet, medium)	Sample #5: Contains wood
10		2	2		4		
	6	1	1			Brown-Gray f-m SAND, little Silty Clay, tr.organics (moist-wet, v.loose, SC-SM)	Samples #6 & #7: Contains wood
		2	1		3		
	7	1	2			Contains tr.gravel, tr.shells	
15		2	3		4		
						Boring Complete at 15.0'	No Free Standing Water recorded 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: R. STEINER
DRILL RIG TYPE : CME-550X
METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

APPENDIX B

SUBSURFACE EXPLORATION LOGS

Previously Completed Test Borings
February 2020 (B-1)
June 2014 (B-1)

DATE:
START 2/20/2020
FINISH 2/20/2020
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-1
SURF. ELEV 580.0'
G.W. DEPTH See Notes

PROJECT: PROPOSED NEW HOME
PROJ. NO.: BE-20-010
LOCATION: 2160-2170 NORTH FOREST
AMHERST, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	WOH	2			TOPSOIL	Driller noted Topsoil at the surface
		3	5		5	Brown Silty CLAY, tr.sand, tr.organics (moist, FILL)	
	2	6	3			Becomes Dark Brown to Brown, Contains tr.asphalt,	
		2	3		5	tr.brick	
5	3	2	2			Brown Silty CLAY, tr.gravel, tr.sand (moist-wet, FILL)	
		3	3		5		
	4	4	4			Brown Silty CLAY, tr.gravel, tr.sand, tr.organics	
		3	3		7	(moist-wet, medium, CL / Possible FILL)	
	5	1	1			Dark Brown Silty CLAY, tr.sand, tr.organics	
10		1	1		2	(moist, v.soft, CL)	
	6	WOH	WOH			Becomes Dark Brown to Dark Gray, occasional	WOH = Weight of Hammer and Rods
		WOH	WOH		WOH	moist-wet partings	
	7	WOH	WOH			Red Brown Silty CLAY, some f-c Sand	
		WOH	WOH		WOH	(moist-wet, v.soft, CL)	
15	8	WOH	WOH			Contains some f-c Gravel	
		2	3		2		
	9	7	8			Contains little f-c Gravel (v.stiff)	
		8	8		16		
	10	8	12			Contains some f-c Gravel (moist)	
20		12	13		24		
	11	15	24			Contains little f-c Sand (hard)	
		17	19		41		
							REF = Sample Spoon Refusal
25							
	12	27	50/0.4		REF	Brown f-c SAND, some Silt, little f-c Gravel	Sample #13: Poor Recovery, possible weathered bedrock
						(moist, v.compact, SM)	
	13	50/0.2			REF	Brown fine GRAVEL, tr.sand (moist, v.compact, GP)	
30						Boring Complete with Auger Refusal at 27.7'	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. WOLKIEWICZ JR.

DRILL RIG TYPE : CME-550X

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE
START 6/30/2014
FINISH 6/30/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-1
SURF. ELEV 581' +/-
G.W. DEPTH See Notes

PROJECT: PROPOSED RESIDENTIAL HOME
PROJ. NO.: BE-14-109
LOCATION: 2160 NORTH FOREST ROAD
AMHERST, NY

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	7		9	Red-Brown and Black Silty CLAY, tr.sand, tr.gravel (moist, FILL)	
	2	5	8				
		7	10		15	Brown-Gray and Black f-m SAND, some Silt, tr.gravel (moist, FILL)	
5	3	3	3				
		4	4		7	Black Organic Clayey SILT, little f-c Sand (moist, FILL)	
	4	2	2			Gray and Black Organic Silty CLAY, tr.peat (moist, medium, OL-CL)	
		3	4		5		
	5	2	3				
10		3	3		6		
	6	2	2				
		2	2		4		
	7	3	2				
		3	4		5		
15	8	WOH/1.5				Becomes Red-Brown (wet, v.soft)	WOH = Weight of Hammer and Rods
			1		WOH		
	9	1	1				
		1	1		2	Contains little f-c Sand, tr.gravel	REF = Sample Spoon Refusal
	10	31	50/0.3		REF	Red-Brown f-m SAND and Silt, tr.gravel (moist, SM)	
20							
	11	19	23				
		21	22		44	(compact)	
25							
	12	19	50/0.4		REF		
						Boring Complete with Sample Spoon Refusal at 25.9' and Auger Refusal at 26.0'	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: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

APPENDIX C

FILL MATERIAL AND EARTHWORK RECOMMENDATIONS

APPENDIX C

FILL MATERIAL AND EARTHWORK RECOMMENDATIONS

I. Material Recommendations

A. Structural Fill

Structural Fill should consist of a crusher run stone, free of clay, organics and friable or deleterious particles. As a minimum, the crusher run 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

B. Subbase Stone

The subbase stone course placed as the aggregate course beneath slab-on-grade and pavement construction should conform to the same material requirements as Structural Fill as stated above.

C. Suitable Granular Fill

Suitable soil material, well graded from coarse to fine and classified as GW, GP, GM, SW, SP or SM type soil using the Unified Soil Classification System (ASTM D-2487) and having 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 which is generally free of particles greater than 6 inches, will be acceptable as Suitable Granular Fill. It should also be free of topsoil, asphalt, concrete rubble, wood, debris, clay and other deleterious materials.

Suitable Granular Fill can be used as foundation backfill and as subgrade fill to raise site grades beneath slab-on-grade and pavement construction. Material meeting the requirements of New York State Department of Transportation, Standard Specifications, Item 203.07 – Select Granular Fill, or Item 203.20 Select Granular Subgrade is acceptable for use as Suitable Granular Fill.

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

II. Placement and Compaction Requirements

All controlled fill placed beneath foundations, slab-on-grade construction and pavement construction should be compacted to a minimum of 95 percent of the maximum dry density as measured by the modified Proctor test (ASTM D1557). Fill placed in non-loaded grass areas can be compacted to a minimum of 90 percent of the maximum dry density (ASTM D1557).

Placement of fill should not exceed a maximum loose lift thickness of 6 to 9 inches with the exception of subbase courses beneath slab on grade and pavement construction, which can be placed in a single lift not exceeding 15 inches. The loose lift thickness should be reduced in conjunction with the compaction equipment used so that the required density is attained.

Fill should have a moisture content within two percent of the optimum moisture content at the time of compaction. Subgrades should be properly drained and protected from moisture and frost. Placement of fill on frozen subgrades is not acceptable. It is recommended that all fill placement and compaction be monitored and tested on a full-time basis by a representative of Empire Geo-Services, Inc.

III. Quality Assurance Testing

The following minimum laboratory and field quality assurance testing frequencies are recommended to confirm fill material quality and post placement and compaction conditions. These minimum frequencies are based on generally uniform material properties and placement conditions. Should material properties vary or conditions at the time of placement vary (i.e. moisture content, placement and compaction, procedures or equipment, etc.) Then additional testing is recommended. Additional testing, which may be necessary, should be determined by qualified geotechnical personnel, based on evaluation of the actual fill material and construction conditions.

A. Laboratory Testing of Material Properties

- Moisture content (ASTM D-2216) - 1 test per 4,000 cubic yards or no less than 2 tests per each material type.
- Grain Size Analysis (ASTM D-422) - 1 test per 4,000 cubic yards or no less than 2 tests per each material type.
- Liquid and Plastic Limits (ASTM D-4318) 1 test per 4,000 cubic yards or no less than 2 tests per each material type. Liquid and Plastic Limit testing is necessary only if appropriate, based on material composition (i.e. clayey or silty soils).

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

- Modified Proctor Moisture Density Relationship (ASTM D-1557) 1 test per 4,000 cubic yards or no less than 1 test per each material type. A maximum/minimum density relationship (ASTM D-4253 and ASTM D-4254) may be an appropriate substitute for ASTM D-1557 depending on material gradation.

B. Field In-Place Moisture/Density Testing (ASTM D-3017 and ASTM D-2922)

- Backfilling along trenches and foundation walls - 1 test per 50 lineal feet per lift.
- Backfilling Isolated Excavations (i.e. column foundations, manholes, etc.) 1 test per lift.
- Filling in open areas for slab-on-grade construction - 1 test per 2,500 square feet per lift.

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

APPENDIX D

GEOTECHNICAL REPORT LIMITATIONS

GEOTECHNICAL REPORT LIMITATIONS

WMA Engineering DPC / DBA Empire Geotechnical Engineering Services (Empire) has endeavored to meet the generally accepted standard of care for the services completed, and in doing so is obliged to advise the geotechnical report user of our report limitations. Empire believes that providing information about the report preparation and limitations is essential to help the user reduce geotechnical-related delays, cost over-runs, and other problems that can develop during the design and construction process. Empire would be pleased to answer any questions regarding the following limitations and use of our report to assist the user in assessing risks and planning for site development and construction.

PROJECT SPECIFIC FACTORS: The conclusions and recommendations provided in our geotechnical report were prepared based on project specific factors described in the report, such as size, loading, and intended use of structures; general configuration of structures, roadways, and parking lots; existing and proposed site grading; and any other pertinent project information. Changes to the project details may alter the factors considered in development of the report conclusions and recommendations. *Accordingly, Empire cannot accept responsibility for problems which may develop if we are not consulted regarding any changes to the project specific factors that were assumed during the report preparation.*

SUBSURFACE CONDITIONS: The site exploration investigated subsurface conditions only at discrete test locations. Empire has used judgement to infer subsurface conditions between the discrete test locations, and on this basis the conclusions and recommendations in our geotechnical report were developed. It should be understood that the overall subsurface conditions inferred by Empire may vary from those revealed during construction, and these variations may impact on the assumptions made in developing the report conclusions and recommendations. *For this reason, Empire should be retained during construction to confirm that conditions are as expected, and to refine our conclusions and recommendations in the event that conditions are encountered that were not disclosed during the site exploration program.*

USE OF GEOTECHNICAL REPORT: Unless indicated otherwise, our geotechnical report has been prepared for the use of our client for specific application to the site and project conditions described in the report. *Without consulting with Empire, our geotechnical report should not be applied by any party to other sites or for any uses other than those originally intended.*

CHANGES IN SITE CONDITIONS: Surface and subsurface conditions are subject to change at a project site subsequent to preparation of the geotechnical report. Changes may include, but are not limited to, floods, earthquakes, groundwater fluctuations, and construction activities at the site and/or adjoining properties. *Empire should be informed of any such changes to determine if additional investigative and/or evaluation work is warranted.*

MISINTERPRETATION OF REPORT: The conclusions and recommendations contained in our geotechnical report are subject to misinterpretation. *To limit this possibility, Empire should review project plans and specifications relative to geotechnical issues to confirm that the recommendations contained in our report have been properly interpreted and applied.*

Subsurface exploration logs and other report data are also subject to misinterpretation by others if they are separated from the geotechnical report. This often occurs when copies of logs are given to contractors during the bid preparation process. *To minimize the potential for misinterpretation, the subsurface logs should not be separated from our geotechnical report and the use of excerpted or incomplete portions of the report should be avoided.*

OTHER LIMITATIONS: Geotechnical engineering is less exact than other design disciplines, as it is based partly on judgement and opinion. For this reason, our geotechnical report may include clauses that identify the limits of Empire's responsibility, or that may describe other limitations specific to a project. These clauses are intended to help all parties recognize their responsibilities and to assist them in assessing risks and decision making. Empire would be pleased to discuss these clauses and to answer any questions that may arise.

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

March 3, 2021

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from
NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Applicant for the purpose of submitting an updated Concept Site Plan incorporating modifications to the project layout made based on input received during the public hearing held by the Town Board on February 22nd as well as additional modifications made for the purpose of improving the layout of the proposed residential project.

Attached as Exhibit "1" is the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] prepared by Christina Barmosz of Silvestri Architects PC incorporating the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road;

6. Landscaping has been added along the North Forest Road frontage of the Project Site;

7. The parking to be provided on the Project Site has been increased from 17 spaces to 23 spaces (2.88 parking spaces per unit) consistent with the zoning condition recommended by the Planning Board on January 21st in connection with its issuance of a favorable

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

recommendation to the Town Board stating: "That the petitioner include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage.[1]"

Attached as Exhibit "2" are copies of the project update letters to interested property owners dated March 2nd that included an 11" x 17" size copy of the updated Concept Site Plan. The updated Concept Plan demonstrates the concerted effort that has been made by the project team to incorporate input received from the public during the public hearing held on February 22nd.

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on Monday, March 8th at 7:00 p.m. The Applicant is requesting that the Town Board adopt a resolution during its upcoming meeting for the purpose of issuing a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA") and approving the requested reclassification of the Project Site from NCD-SA to NCD-ND and an amendment of the Audubon New Community Development Plan.

If you have any questions regarding this letter or the attached documentation, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsr-legal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Deputy Supervisor
Deborah Bruch Bucki RN PhD, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Kathy Cooper, Deputy Town Clerk
Stanley J. Sliwa, Esq., Town Attorney
Ellen Kost, AICP, Assistant Planning Director
Thiru Vikram, Coromandel Estates Amherst LLC
Christina Barmosz, Silvestri Architects PC
Christopher Wood, P.E., Carmina Wood Morris DPC

[1] During its meeting on January 21st, the Planning Board adopted a resolution by a unanimous 7-0 vote recommending that the Town Board: 1. Issue a negative declaration pursuant to SEQRA; 2. Approve the reclassification of the Project Site from NCD-SA to NCD-ND; and, 3. Approve Amendment #73 to the Audubon New Community District Development Plan. The Planning Board findings in support of its favorable recommendation were as follows: A. The proposed Revision to the Development Plan meets the intent and objectives of a New Community District as expressed in Subsection 1-1.1; B. The proposed Revision to the Development Plan meets all the requirements of Section 5-2-3 through 5-2-6; C. The proposed Revision to the Development Plan is conceptually sound in that it meets present and future community needs; D. There are or will be adequate services and utilities available or proposed to be made available in the construction of the development; and, E. The proposed Amendment to the Development Plan is consistent with the Town Comprehensive Plan.

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

Exhibit 1 – Updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] Prepared by Christina Barmosz of Silvestri Architects PC

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. S. Hunt DRAFTER W. Manhardt
JOB CAPT. _____ INTERIORS K. Hamann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1321 MILLERSPORT HWY PH. 716.691.0300
AMHERST, NY 14221 FAX. 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21

DRAWING #: AS-101

Exhibit 2 – Project Update Letters to Residents dated March 2, 2021

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

HSM

March 2, 2021

Joan Amico
1936 North Forest Road
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Ms. Amico:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22nd, the layout of the proposed project has been updated.

An 11" x 17" size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] is enclosed depicting the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road; and

6. Landscaping has been added along the North Forest Road frontage of the Project Site.

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on **Monday, March 8th at 7:00 p.m.**

If the Town Board approves the pending application, then the next step in the project review process will be to seek Site Plan approval from the Planning Board once the fully engineered plans

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsr-legal.com

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

Please feel free to contact me with any questions at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

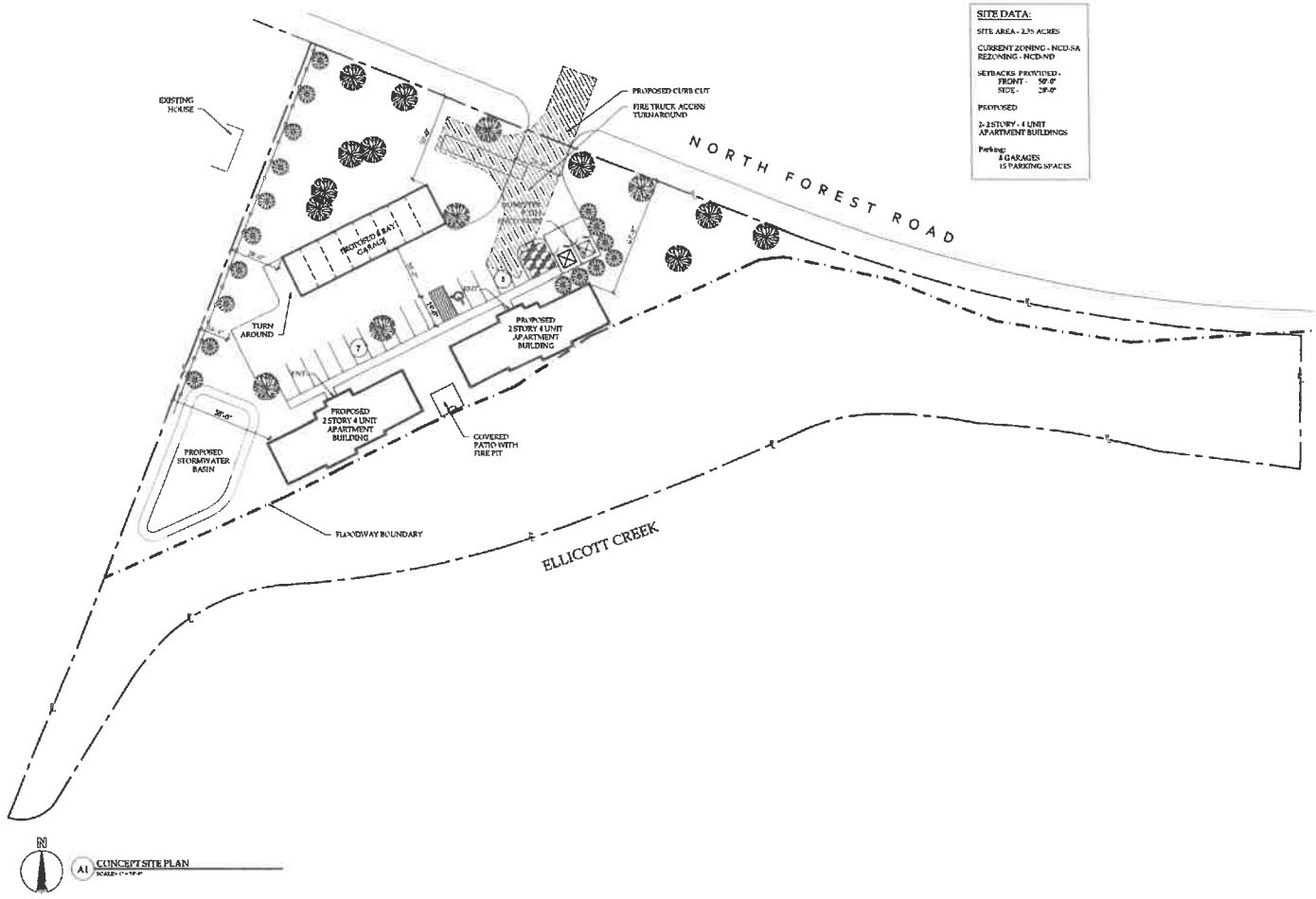
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. S.Hurd DRAFTER W.Masharoff
STR.CAPT. _____ INTERIORS K.Hansen

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1321 A MILLERSPORT HWY PH. 716.691.0900
AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

HSM

March 2, 2021

Joseph Hausbeck
2180 North Forest Road
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Mr. Hausbeck:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22nd, the layout of the proposed project has been updated.

An 11" x 17" size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] is enclosed depicting the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road; and

6. Landscaping has been added along the North Forest Road frontage of the Project Site.

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on **Monday, March 8th at 7:00 p.m.**

If the Town Board approves the pending application, then the next step in the project review process will be to seek Site Plan approval from the Planning Board once the fully engineered plans

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsr-legal.com

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

Please feel free to contact me with any questions at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

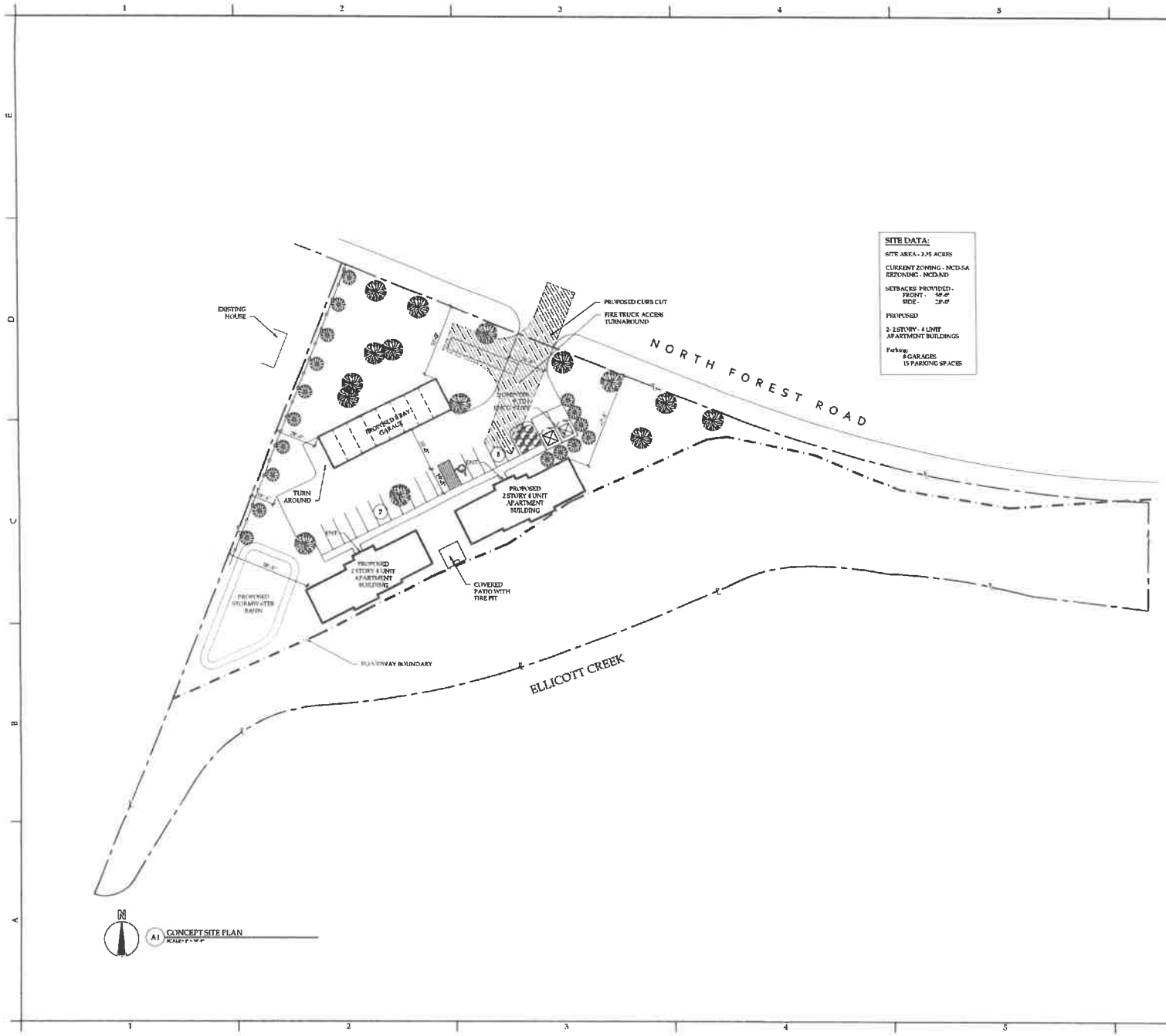
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. S.Hunt DRAFTER W.Manhardt
JOB CAPT. INTERIORS K.Hermann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1301 MILLERSPORT HWY PH. 716.691.0800
AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

HSM

March 2, 2021

Fran Cummings
2200 North Forest Road
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Ms. Cummings:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22nd, the layout of the proposed project has been updated.

An 11" x 17" size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] is enclosed depicting the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road; and

6. Landscaping has been added along the North Forest Road frontage of the Project Site.

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on **Monday, March 8th at 7:00 p.m.**

If the Town Board approves the pending application, then the next step in the project review process will be to seek Site Plan approval from the Planning Board once the fully engineered plans

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsr-legal.com

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

Please feel free to contact me with any questions at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

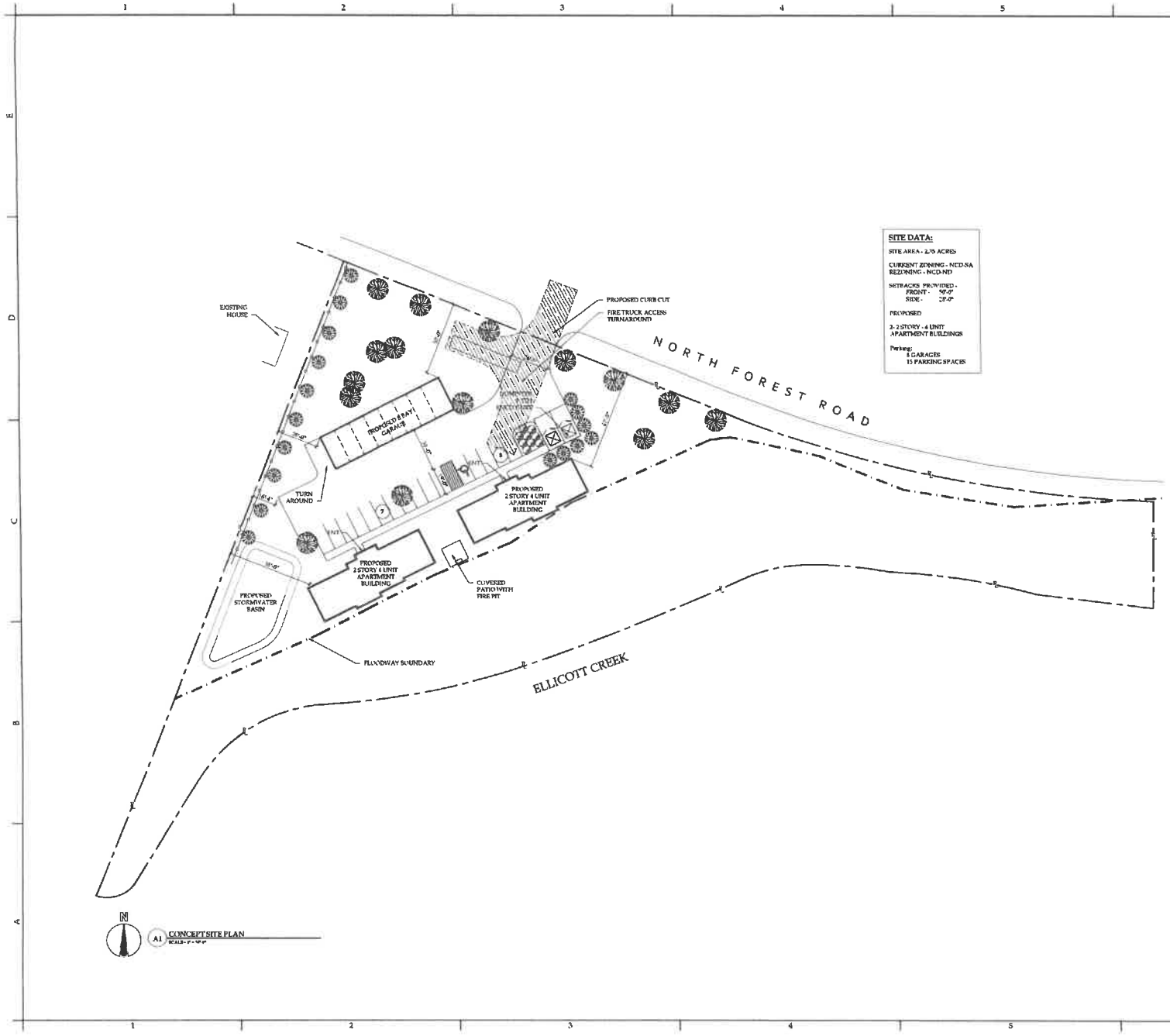
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. S. Hunt DRAFTER W. Manhardt
JOB CAPT. _____ INTERIORS K. Hamann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1324 MILITARY/SPORT HWY PH. 716.691.0800
AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

HSM

March 2, 2021

Karen Macris
2230 North Forest Road
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Karen:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22nd, the layout of the proposed project has been updated.

An 11" x 17" size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] is enclosed depicting the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road; and

6. Landscaping has been added along the North Forest Road frontage of the Project Site.

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on **Monday, March 8th at 7:00 p.m.**

If the Town Board approves the pending application, then the next step in the project review process will be to seek Site Plan approval from the Planning Board once the fully engineered plans

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsr-legal.com

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

Please feel free to contact me with any questions at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

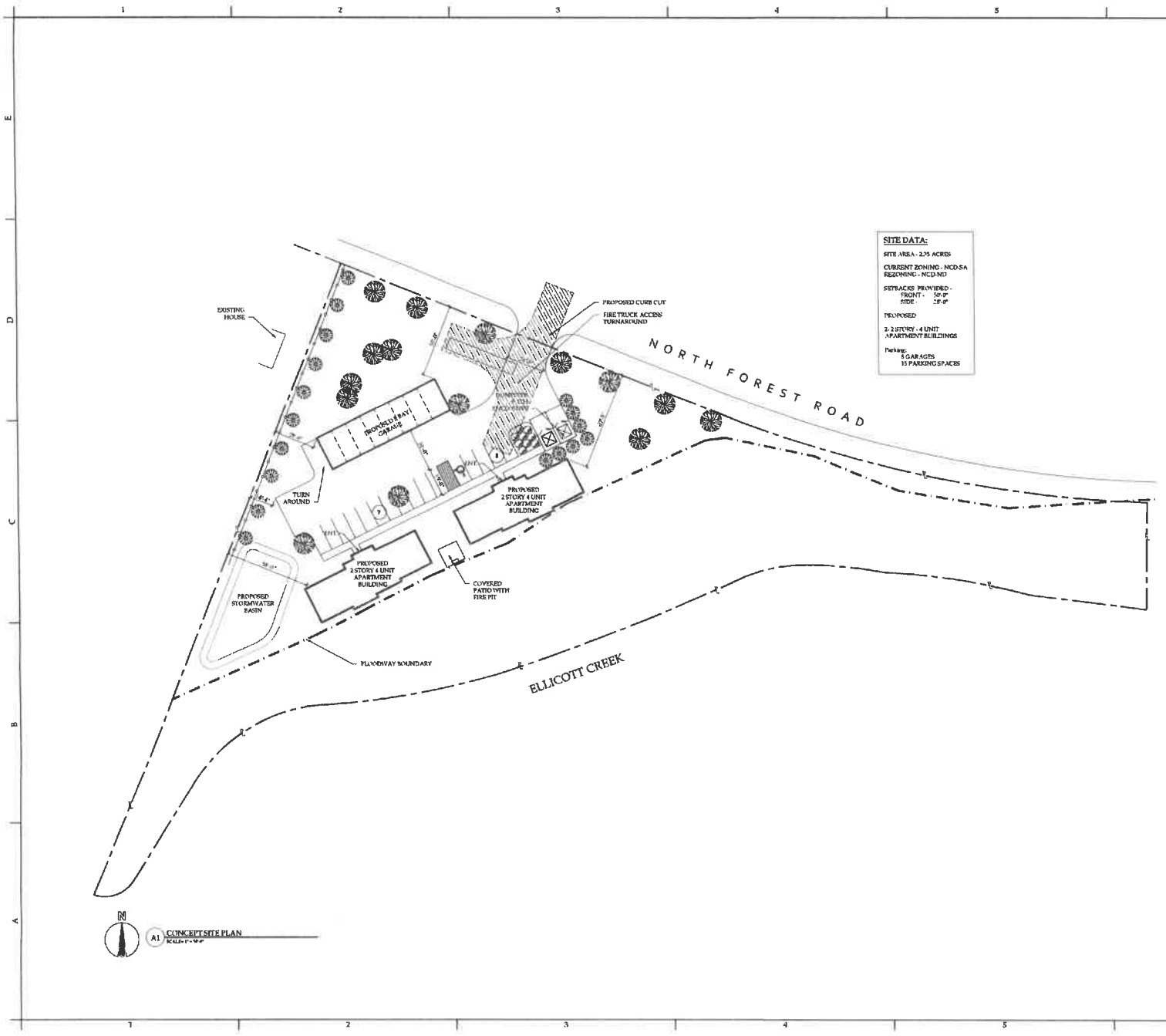
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL P. Silvestri
PROJ. ARCH. S. Hynd DRAFTER W. Manhardt
JOB CAPT. _____ INTERIORS K. Hamann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1321 AIRLEFSPORT HWY PH. 716.691.0000
AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22854 **RESOLUTION 2021-154** **ADOPTED**

Amendments to Chapter 44, Rental Unit Registration

The purpose of this Local Law shall be to amend Chapter 44-3(B) of the Code of the Town of Amherst with respect to exemptions for rental unit registrations in the Town of Amherst.

2/22/2021
A motion to adjourn to March 22nd was made by Supervisor Kulpa, Seconded by Deputy Supervisor Berger and unanimously approved 5-0.

3/22/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:02 PM.

Stan Sliwa, Town Attorney, presented.

Don Smith, N Long St. - question about the exact law the Board would approve

A motion to adjourn the public hearing until April 5th was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

4/5/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:36 PM.

Stan Sliwa, Town Attorney, presented.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was closed at 7:38 PM.

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

LOCAL LAW NO. ___-2021

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 44 Of The Code Of The Town of Amherst : Rental Unit Registration

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 44 of the Code of the Town of Amherst, Rental Unit Registration."

Section 2. Purpose

The purpose of this Local Law shall be to amend Chapter 44-3(B) of the Code of the Town of Amherst with respect to exemptions for rental unit registrations and issuance, denial and revocation of rental unit registrations and certificates in the Town of Amherst.

Section 3.

Chapter 44-3 of the Code of the Town of Amherst is hereby amended as follows:

§44-3 Rental Dwelling Unit Registration Required; exemptions

A. Registration required. No person shall allow to be occupied, or rent to another for occupancy, any dwelling unit unless the owner has first obtained either a short term rental dwelling unit registration certificate or a rental dwelling unit registration certificate as hereafter provided.

B. Exemptions.

Exemptions. The provisions of this Chapter shall not apply to owner-occupied properties containing two or fewer dwelling units and are not short-term rentals; properties granted an exception to these provisions by a majority vote of the Town Board; properties owned by a college or university for inhabitation by administrative officers and/or faculty free of charge; properties owned by a faith-based organization for use as a living quarters by

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: AmendedLL.ExemptionsUnpaidTaxes (RES-2021-154 : Amendments to Chapter 44, Rental Unit Registration)

clergy free of charge; properties subject to the Erie County PHA Consortium Section 8 Renters Association; hotels; motels; properties located in MFR-4a, MFR-5, MFR-6 and MFR-7; hospitals; nursing homes; assisted living facilities; group homes or other dwelling units which offer or provide medical or nursing services if such units are subject to state or federal licensing or regulations concerning the safety of the users, patients or tenants.

Section 4.

Chapter 44-5 of the Code of the Town of Amherst is hereby amended as follows:

§44-5 Issuance or Denial of Rental Dwelling Unit Registration

The Town of Amherst shall issue a short term rental dwelling unit certificate or a rental dwelling unit certificate for such properties after satisfactory completion of the Town's inspection and assuring that all local property taxes on the rental unit are up to date. If upon completion of an inspection of a building and dwelling units therein the Commissioner finds noncompliance with the housing code, or that local property taxes are not up to date, the Commissioner shall issue a notice of violation in accordance with Section 44-14 of this Chapter for the correction of any violations of the housing code. Upon re-inspection, if the Commissioner finds noncompliance with the notice of violation the Commissioner shall deny a certificate or revoke any issued certificate in accordance with the procedure set forth in Section 44-14 of this Chapter. The Commissioner shall issue a written statement setting forth the reasons for the denial or revocation.

Section 5.

Chapter 44-9-A of the Code of the Town of Amherst is hereby amended as follows:

44-9 Revocation of Rental Dwelling Unit Registration Certificate

A. The terms and conditions of this section shall also apply to holders of short term rental dwelling unit certificates. A rental dwelling unit registration certificate issued pursuant to this chapter may be revoked by the Commissioner for any one or more of the following reasons:

(1) Fraud, misrepresentation or a false statement as to a material fact in the application.

(2) A finding that a rental dwelling unit registration was issued in error and not in accordance with applicable law.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: AmendedLL.ExemptionsUnpaidTaxes (RES-2021-154 : Amendments to Chapter 44, Rental Unit Registration)

(3) A violation of any of the provisions of this Chapter, including noncompliance with a notice of violation issued pursuant to §44-14.

(4) The Commissioner, or his/her designated representative, determines that the rental dwelling unit does not substantially conform with this chapter or the New York State Uniform Fire Prevention and Building Code.

(5) A finding by the Commissioner that the owner or other responsible person responsible for payment of property taxes of rental dwelling unit is in arrears on said property taxes.

Section 6. Effective Date

This Local Law shall take effect immediately and be filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 and 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina J. Spoth, Town Clerk
Town of Amherst
County of Erie, New York

Attachment: AmendedLL.ExemptionsUnpaidTaxes (RES-2021-154 : Amendments to Chapter 44, Rental Unit Registration)

~~Strikethrough~~ = Deleted language; Underline = Added language

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 22989 **RESOLUTION 2021-243** **ADJOURNED**

39 Getzville Road Rezoning

Adoption of Local Law to Amend the Zoning Map
(39 Getzville Road, Z-2020-10)

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of January 21, 2021 that the proposed Community Facilities (CF) zoning at 39 Getzville Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map.

3/22/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:25 PM.

Don Hoefler of LaBella Associates presented. Don Philips of Daemen College also spoke.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing and set a decision date for April 5th. The motion was seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was adjourned at 7:34 PM.

4/5/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:39 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to April 19th. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:42 PM.

4/19/2021

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:10 PM.

Daemen College President, Gary Olson, answered questions from the Board. He stated their intention is not to demolish the house at 39 Getzville Road.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:18 PM.

A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Councilmember Bucki voted for approval based on Dr. Olson's comment that there is no intention to demolish the house at 39 Getzville Road.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 4/19/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Deputy Supervisor	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

D R A F T (3/22/21)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2020-10

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

Date:

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

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

Title of Action: Rezoning Request.

SEQR Status: Unlisted action.

Description of Action: Rezoning of 1.43 ± acres of land from R-3 to CF to bring this parcel into conformity with the remainder of the Daemen College campus.

Location: 39 Getzville Road, Town of Amherst, Erie County, New York

Petitioner: Daemen College

Attachment: Z-2020-10_Draft TB Neg Dec_032221 (RES-2021-243 : 39 Getzville Road Rezoning)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 1.43 ± acres of land from R-3 to CF, will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on November 25, 2020 reviewed the application and EAF submitted on November 16, 2020, and had no objection or comments on the proposed rezoning.

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

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on November 23, 2020 reviewed the application and EAF submitted on November 16, 2020, and has no objection or comments on the proposed rezoning.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, however, no changes to the site are proposed, therefore the rezoning will not impair the character or quality of important historical resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from R-3 to CF. The neighboring use is a college campus zoned CF; therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to CF will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to CF will not create any hazard to human health.

Attachment: Z-2020-10_Draft TB Neg Dec_032221 (RES-2021-243 : 39 Getzville Road Rezoning)

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

9. The rezoning to CF, will not significantly increase the number of people using the site over its previous level of use.

10. Review by the Town Traffic/Safety Board on November 30, 2020**,** indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on November 30, 2020, Engineering on November 25, 2020, Traffic/Safety Board on November 30, 2020, Assessor on November 20, 2020, Fire Chiefs' Council on December 3, 2020, and Right-of-Way Agent on November 30, 2020 along with outside agencies including Erie County Department of Environment & Planning on December 28, 2020. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

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

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

TV/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_ (39 Getzville) _2020
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
LaBella Associates, Don Hoefler, 300 Pearl St. Suite 301, Buffalo, NY 14202
Daemen College, 4380 Main St., Amherst, NY 14226

Attachment: Z-2020-10_Draft TB Neg Dec_032221 (RES-2021-243 : 39 Getzville Road Rezoning)

LOCAL LAW NO. _____-2021

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE 39 Getzville Road_____ FROM _R-3__ TO __CF_ AND TO AMEND THE ZONING MAP ACCORDINGLY.

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 39 Getzville Road from _R-3_ to _CF_ and to Amend The Zoning Map Accordingly."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone __39 Getzville Road__ from Residential District Three (R-3) to Community Facilities (CF) zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from _R-3_ to _CF_ the zoning of Community Facilities **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

Attachment: Z-2020-10_39 Getzville Local Law (002) (RES-2021-243 : 39 Getzville Road Rezoning)

Certificate of Complete Record Search, County of ERIE
against all that plot of land situated in the Town of Amherst, County of Erie and State of New York, being part of Lot Number fifteen (15), Township twelve (12), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:-

BEGINNING at a point in the easterly line of Getzville Road (so-called), being the road running southerly from Main Street, formerly known as the Buffalo Road, through Town Lot Number fifteen (15), which first mentioned point is distant from said Main Street five hundred thirty-four and two-thirds (534 2/3) feet to the land conveyed to Fred C. Humburch by deed recorded in Erie County Clerk's Office in Liber 1434 of Deeds at page 462; thence easterly along said Fred C. Humburch's land as above conveyed about four hundred thirty-two (432) feet more or less to the center of a creek; thence southerly along the center line of said creek to a line drawn parallel with said southerly line of Fred C. Humburch's land distant one hundred forty-eight (148) feet southerly therefrom; thence westerly along said line drawn parallel with said southerly line of said Fred C. Humburch's land distant one hundred forty-eight (148) feet southerly therefrom about four hundred twenty-four (424) feet more or less to the easterly line of said Getzville Road; thence northerly along said easterly line of said Getzville Road as defined, one hundred forty-eight (148) feet to the place of beginning.

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

Attachment: Z-2020-10_39 Getzville Local Law (002) (RES-2021-243 : 39 Getzville Road Rezoning)

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina J. Spoth
Town Clerk
Town of Amherst
County of Erie, State of New York

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

Attachment: Z-2020-10_39 Getzville Local Law (002) (RES-2021-243 : 39 Getzville Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Ellen M. Kost, AICP
Assistant Planning Dir

Town Board Agenda of March 22, 2021

March 15, 2021

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

Subject: Request to rezone 1.43 ± acres of land from R-3 to CF; property located at 39 Getzville Road. Daemen College, Petitioner. (Z-2020-10).

Honorable Members:

The subject property is a 1.43 ± acre rectangular parcel located on the east side of Getzville Road, 388± feet north of Main Street. The parcel has 148 ± ft. of frontage on Getzville Road and a depth of 430 ± ft.

The property is currently occupied by a single family, detached house with driveway access to Getzville Road bounded by a wooded area on the eastern property line. Daemen College has already acquired the adjacent Getzville Road parcels (portion of 73, 89, 99, 109 Getzville) which are zoned CF. Town ditch 5 runs along the eastern property line of the subject parcel.

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

The purpose of this request is the rezoning of 39 Getzville Road to the Community Facilities (CF) zoning designation that would allow consistency with the rest of the Daemen College parcel. No improvements to the site are planned at this time.

There is no history of any previous rezoning requests or site plan approvals for the subject property.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The Conceptual Land Use Plan (Figure 6) in the Town Comprehensive Plan shows the subject parcel as well as the entire Daemen College campus as "educational campus" land use. This rezoning is consistent with the Comprehensive Plan.

continued . . .

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

Honorable Town Board

Rezone 1.43 ± acres of land from R-3 to CF;
property located at 39 Getzville Road.
Agenda of March 22, 2021

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposal is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide the future development of the Town to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

Section 3.3.6 in the Town Comprehensive Plan refers to Daemen College and states that *"The College and the Town should continue to work together to ensure that new development around the edges of the campus is designed to complement the surrounding neighborhoods."* The CF zoning on the subject parcel will be consistent with the previous rezoning on the east side of Getzville Road adjacent to the Daemen campus. The surrounding neighborhood to the north and west is predominantly single-family homes. The anticipated use for the subject parcel will be consistent with the existing surrounding land uses.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an unlisted action, and an environmental assessment in accordance with SEQR has been prepared for the subject proposal. Pursuant to Local Law #3-82, as amended, the requirements of SEQR are complete and the proposal is not expected to have a significant adverse effect on the environment.

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with the Planning Board's findings relative to SEQR and issue the attached Negative Declaration, and that the subject request be **approved** based on the attached resolution.

Very truly yours,

DANIEL HOWARD, AICP
Planning Director

DH/TV/ac
Att.
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_ (39 Getzville) _2020
cc: Stanley Sliwa, Town Attorney

Planning Board Approval January 21, 2021
Ayes 7; Noes 0

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2020-10

PETITIONER

Daemen College
4380 Main St.
Amherst, NY 14226

PROPERTY LOCATION

39 Getzville Road

JAN29'21 AM 8:33 RCVD

WHEREAS the Town of Amherst Planning Board on Thursday, January 21, 2021 held a public hearing on the proposed rezoning of land from R-3 to CF, and

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

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

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

A. The proposed zoning and development plan are generally consistent with the policies of the Comprehensive Plan and the Zoning Ordinance.
The proposal is also consistent with the Comprehensive Plan's Conceptual Land Use Plan which projects "Educational Campus" uses in this area of Town. and is consistent with the uses outlined in Section 3.3.5, "Community Facilities". The rezoning of the subject parcel will assist in maintaining the scale and character of the surrounding area.

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

C. The proposal is compatible with the proposed zoning and conforming uses of nearby properties and with the character of the neighborhood.

D. The subject property is more suitable for uses permitted by the proposed district versus the current district.

E. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived since hydric/potentially hydric soils have not been identified on the parcel.

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2020-10

PETITIONER

Daemen College

PROPERTY LOCATION

39 Getzville Road

JAN29'21 AM 8:33 RCVD

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

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved.

The foregoing resolution was adopted by the Town of Amherst Planning Board, January 21, 2021; moved by Chmiel; seconded by Penberthy; ayes 7, noes 0.

Robert J. Gilmour, Chair

1/28/21
Date

TV/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_(39 Getzville)_2020\Z-2020-10_resolution_012121_TV.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
LaBella Associates, Don Hoefler, 300 Pearl St. Suite 301, Buffalo, NY 14202
Daemen College, 4380 Main St., Amherst, NY 14226

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)



Z-2020-10
Proposed Rezoning from R-3 to CF
Property Located at 39 Getzville Road

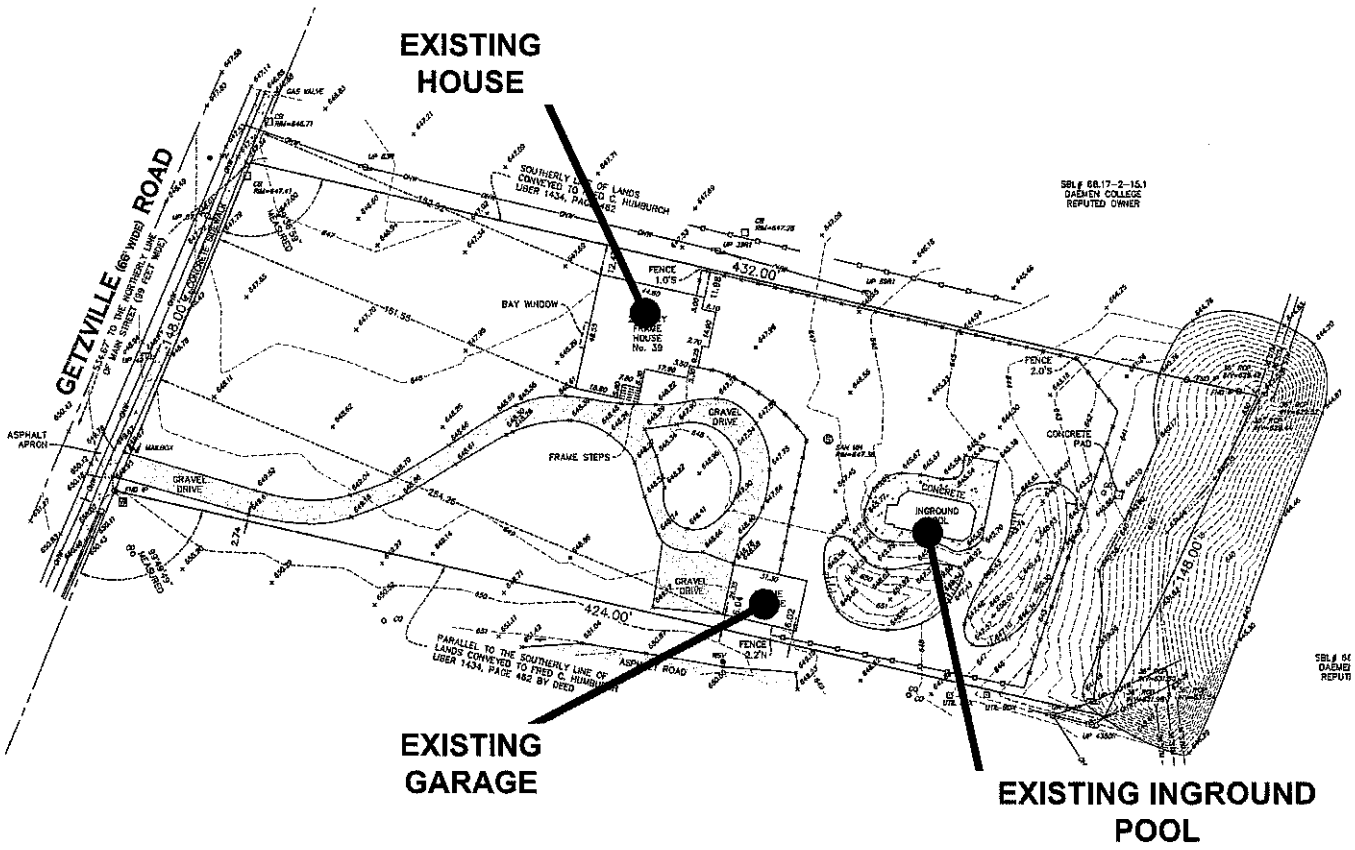
Daemen College, Petitioner

January 21, 2021

39 Getzville Road

Prepared by the Town of Amherst Planning Department

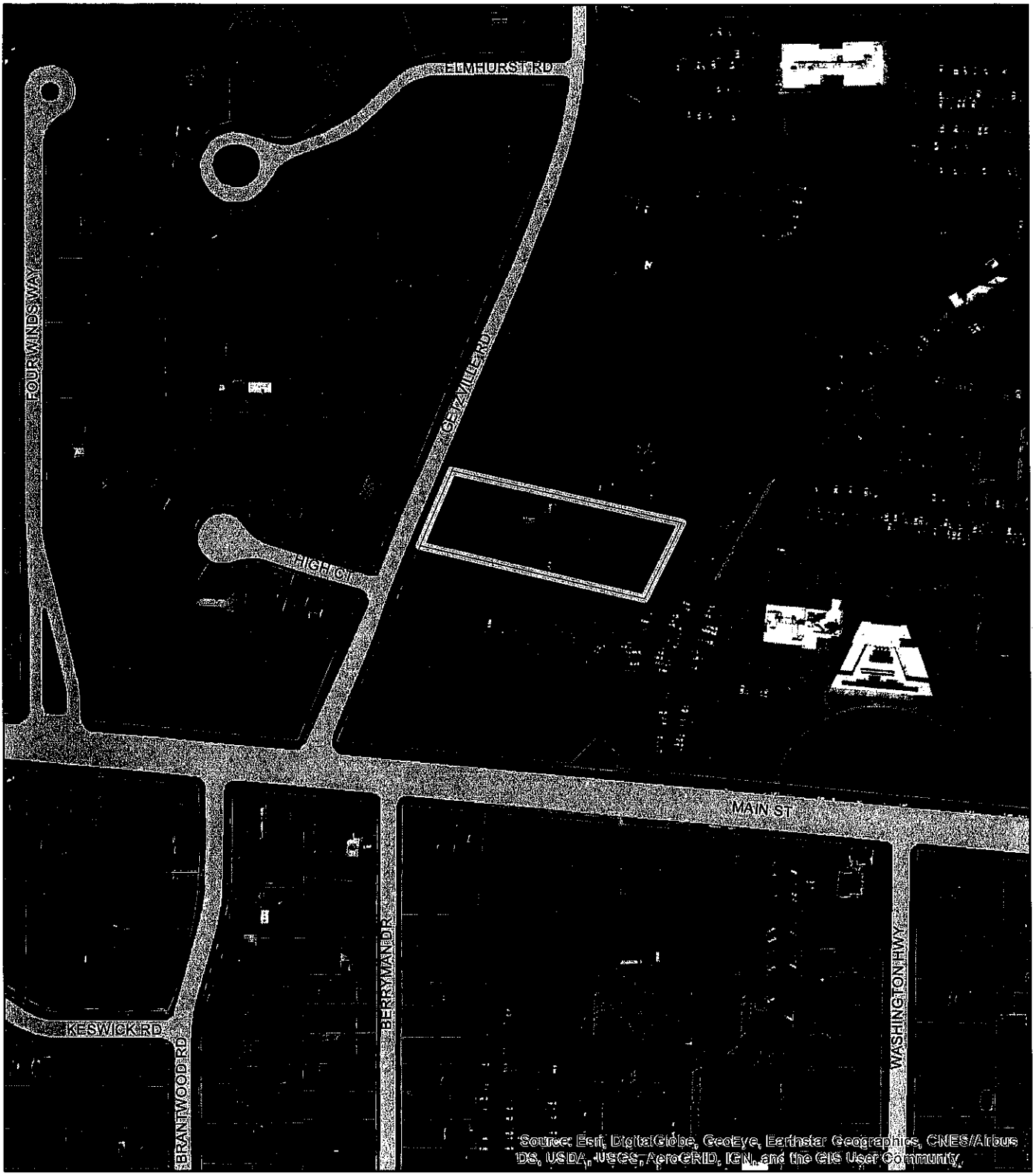
Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)



SURVEY PLAN

Z-2020-10
39 Getzville Road
Received: 11/16/20

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)



Z-2020-10
Proposed Rezoning from R-3 to CF
Property Located at 39 Getzville Road

Daemen College, Petitioner

January 21, 2021

39 Getzville Road

Prepared by the Town of Amherst Planning Department

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY AND REPLY TO MUNICIPALITY

Note: Please complete and send one copy with attachments to Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202. Retain a copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: ZR-20-514

Received: 11/19/20

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if no reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final action without considering such reply. If, however, reply is received at any time prior to municipal action, such reply must be considered.

Description of Proposed Action

1. **Name of Municipality:** Town of Amherst, NY

2. **Hearing Schedule:** **Date** 01/21/2021 **Time** 6:30pm **Location** Amherst Town Offices

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

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

5. **Location of Property:** ☐ Entire Municipality ☒ Specific as follows: 39 Getzville Rd.

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

7. **Proposed change or use:** Proposed rezoning of 1.43 acres from R-3 to CF to make consistent the campus zoning.

8. **Other remarks: (ID#, SBL#, etc.)** Z-2020-10

9. **Submitted by:** Roberta Rapaccio, Associate Planner **Date:** 11/17/20

Mailing Address: 5583 Main Street, Williamsville, NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 11/30/20. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Form ZR-3, Comment on Proposed Action is attached hereto.**
3. ☐ **The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.**
4. ☒ **No recommendation; proposed action has been reviewed and determined to be of local concern**

By the Division of Planning: [signature] **Date:** 12/28/20

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Directo

MEMORANDUM November 19, 2020

FROM

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP

RECEIVED
NOV 30 2020
TOWN OF AMHERST
PLANNING DEPT.

TO

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.43± ACRES OF LAND FROM R-3 TO CF **Z-2020-10**; PROPERTY LOCATED AT **39 GETZVILLE ROAD**. DAEMEN COLLEGE, PETITIONER.

REVIEW:

Do you agree with all statements made? yes.

If you do not, briefly state why: N/A

General comments relative to your agency interests: N/A

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

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

Signature: _____ **Date:** 11/24/20

EK/RR/bf
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_(34 Getzville)_2020\Z-2020-10_Transmittal_111920.doc
cc: Scott Marshall, Principal Planner
Kathy Cooper, Deputy Town Clerk

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

RECEIVED
NOV 30 2020
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2020 NOV 20 A 11:59

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICI
Planning Director
Ellen M. Kost, AICP
Assistant Planning Direct

MEMORANDUM November 19, 2020

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
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FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.43± ACRES OF LAND FROM R-3 TO CF **Z-2020-10**; PROPERTY LOCATED AT **39 GETZVILLE ROAD**. DAEMEN COLLEGE, PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: None @ This Time

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

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

Signature: _____ **Date:** 11/20/20

EK/RR/bf
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_(34 Getzville)_2020\Z-2020-10_Transmittal_111920.doc
cc: Scott Marshall, Principal Planner
Kathy Cooper, Deputy Town Clerk

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Directo

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2020 NOV 20 A 11:52

RECEIVED
NOV 25 2020
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

November 19, 2020

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
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Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.43± ACRES OF LAND FROM R-3 TO CF **Z-2020-10**; PROPERTY LOCATED AT **39 GETZVILLE ROAD**. DAEMEN COLLEGE, PETITIONER.

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: NONE

_____.

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

_____

_____

_____.

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

Signature: _____ **Date:** 11/24/20

EK/RR/bf
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_(34 Getzville)_2020\Z-2020-10_Transmittal_111920.doc
cc: Scott Marshall, Principal Planner
Kathy Cooper, Deputy Town Clerk

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Directo

MEMORANDUM November 19, 2020

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
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Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP

RECEIVED
NOV 23 2020
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.43± ACRES OF LAND FROM R-3 TO CF **Z-2020-10**; PROPERTY LOCATED AT **39 GETZVILLE ROAD**. DAEMEN COLLEGE, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: N/A at this time

_____.

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

_____

_____

_____.

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

Signature: _____ **Date:** 11/20/20

EK/RR/bf
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_(34 Getzville)_2020\Z-2020-10_Transmittal_111920.doc
cc: Scott Marshall, Principal Planner
Kathy Cooper, Deputy Town Clerk

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

Amherst

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

RECEIVED
NOV 23 2020
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

MEMORANDUM November 19, 2020

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
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FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.43± ACRES OF LAND FROM R-3 TO CF **Z-2020-10**; PROPERTY LOCATED AT **39 GETZVILLE ROAD**. DAEMEN COLLEGE, PETITIONER.

REVIEW:

Do you agree with all statements made? yes.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: _____

none at this time.

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

_____

_____

_____.

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

Signature: _____ **Date:** 11-20-2020

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cc: Scott Marshall, Principal Planner
Kathy Cooper, Deputy Town Clerk

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 23066 **RESOLUTION 2021-285** **HEARING CLOSED**

2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000)

Public hearing for the 2021 Red Oak Waterline Replacement, Phase II, Bond Resolution - $1,000,000.00, 2021-2026 C.I.P. - Project Nos. E-20, E-21 and E-43.

Kindly adopt the attached SEQR Determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed.**

4/5/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:43 PM.

Jeff Burroughs, Town Engineer presented.

A motion to adopt the SEQR was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. A motion to close the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was closed at 7:49 PM.

Vote for this Bond will be taken under Town Attorney Res 2021-293.

RESULT: HEARING CLOSED

MEMORANDUM

February 25, 2021

TO: Marc A. Bellacose, Junior Municipal Engineer

FROM: Ellen M. Kost, AICP, Assistant Planning Director

RE: SEQR Determination – 2021 Waterline Replacement:
Red Oak Drive Phase II
Robinhill Road & Swanson Terrace
Sweet Home Road Repair
2021-2026 C.I.P. Project Nos. E-20 & E-21

The Planning Department has reviewed the Map, Plan & Report and short Environmental Assessment Form for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X/Special Projects/SEQR Engineering/Type II Projects/2021 Waterline Replacement: Red Oak Ph II, Robinhill, Swanson, Sweet Home

cc: Jeffrey Burroughs, PE, Town Engineer
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: SEQR Determination - Red Oak (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution -

EXTRACT OF MINUTES

Meeting of the Town Board of the

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

April 5, 2021

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on April 5, 2021.

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

* * *

The Supervisor stated that a public hearing had been called for this meeting at the Town Hall, 5583 Main Street, Williamsville, New York, at __ o'clock P.M. (Prevailing Time) to consider the increase and improvement of facilities of Water District No. 15, at the estimated total cost of $1,000,000, consisting of watermain replacements along Red Oak Drive, Robinhill Road, Swanson Terrace and Sweet Home Road, including fire hydrants, gate valves and service connections, and any ancillary or related work required in connection therewith, as described in the map, plan and report dated January 2021 (Project Nos. E-20, E-21 and E-43) prepared by the Town Engineering Department; and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law. The Town Clerk presented affidavits showing that the Notice of said public

Attachment: CertExtractofMins (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

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

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

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

Attachment: CertExtractofMins (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed Extract of Minutes of a meeting of the Town Board of said Town of Amherst duly called and held on April 5, 2021, has been compared by me with the original minutes as officially recorded in my office as Town Clerk, and is a true, complete and correct copy thereof and of the whole of said original minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 5th day of April, 2021.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertExtractofMins (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

At a meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 5th day of April, 2021.

PRESENT:

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

In the Matter

of the

Increase and Improvement of Facilities of Water District No. 15, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

Offered by: _____

Seconded By: _____

RESOLUTION AND
ORDER AFTER PUBLIC
HEARING

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of Water District No. 15 (herein referred to as the "District"), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer"), to prepare a map, plan and report dated January 2021 (Project Nos. E-20, E-21 and E-43), for the increase and improvement of facilities of the District, consisting of

Attachment: CertResoOrderAfterPH (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

watermain replacements along Red Oak Drive, Robinhill Road, Swanson Terrace and Sweet Home Road, including fire hydrants, gate valves and service connections, and any ancillary or related work required in connection therewith as described in said report; and

WHEREAS, the Engineer has estimated that the cost of such increase and improvement of facilities shall be $1,000,000 and said map, plan and report have been filed with the Town Board; and

WHEREAS, the Town Board adopted an Order describing in general terms the proposed increase and improvement of such facilities, specifying the estimated cost thereof, and stating the Town Board would meet to hear all persons interested in said increase and improvement of facilities on April 5, 2021 at __ o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

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

WHEREAS, such public hearing was duly held by the Town Board on the 5th day of April, 2021 at __ o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities; and

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

Attachment: CertResoOrderAfterPH (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

Attachment: CertResoOrderAfterPH (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

Now, therefore, be it

DETERMINED, that it is in the public interest to increase and improve the facilities of the District as hereinabove described, at the estimated total cost of $1,000,000; and it is hereby

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

FURTHER ORDERED, that the expense of said increase and improvement of facilities shall be financed by the issuance of $1,000,000 bonds of the Town, and the cost of said increase and improvement of facilities, including payment of principal of and interest on said bonds, shall be paid by the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and it is hereby

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

DATED: April 5, 2021

(SEAL)

TOWN BOARD OF THE TOWN OF AMHERST

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

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

The Resolution and Order were declared adopted.

Attachment: CertResoOrderAfterPH (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution and order of the Town Board of said Town adopted at a meeting duly called and held on April 5, 2021, has been compared by me with the original resolution and order as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution and order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 5th day of April, 2021.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertResoOrderAfterPH (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED APRIL 5, 2021, APPROPRIATING $1,000,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF WATER DISTRICT NO. 15, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF $1,000,000 TO FINANCE SAID APPROPRIATION

Offered by: _____

Seconded By: _____

Recital

WHEREAS, following preparation of a map, plan and report and an estimate of cost for the increase and improvement of facilities of Water District No. 15 (herein referred to as the "District"), in the Town of Amherst (herein called the "Town"), in the County of Erie, New York, and after a public hearing duly called and held, the Town Board of the Town determined that it is in the public interest to increase and improve the facilities of the District, and ordered that such facilities be so increased and improved;

Now, therefore, be it

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

Section 1. The Town hereby appropriates the amount of $1,000,000 for the increase and improvement of facilities of the District, consisting of watermain replacements along

Attachment: CertBondReso (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

Red Oak Drive, Robinhill Road, Swanson Terrace and Sweet Home Road, including fire hydrants, gate valves and service connections, and any ancillary or related work required in connection therewith, as described in the map, plan and report dated January 2021 (Project Nos. E-20, E-21 and E-43) prepared by the Town Engineering Department. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $1,000,000. The plan of financing includes the issuance of $1,000,000 bonds of the Town to finance said appropriation and the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same.

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

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

(a) The period of probable usefulness of the class of objects or purposes for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 1 of the Law, is forty (40) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution. The foregoing statement of intent with respect to

Attachment: CertBondReso (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

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

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

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

Attachment: CertBondReso (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

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

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

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

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

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

Attachment: CertBondReso (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

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

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

The Resolution was declared adopted.

Attachment: CertBondReso (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on April 5, 2021, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 5th day of April, 2021.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertBondReso (RES-2021-285 : 2021 Waterline Replacement - Red Oak Waterline Phase II (Bond Resolution - $1,000,000))

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 23043 **RESOLUTION 2021-286** **ADOPTED**

License Agreement : Village Preservation Foundation (CRS #2493)

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement for the Village Preservation Foundation to use the Town Lot for the Williamsville Farmer's Market for the year 2021. (CRS #2493).

4/5/2021
Consent

FINANCIAL IMPACT:

-$50.00

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

Attachment: 2021 License Agreement - Farmers Market (RES-2021-286 : License Agreement: Village Preservation Foundation (CRS #2493))

LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "Agreement") entered into as of the 22nd day of March 2021, by and between the **TOWN OF AMHERST** (hereinafter "Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York and with offices and principal place of business at 5583 Main Street, Williamsville, New York 14221, and the **VILLAGE PRESERVATION FOUNDATION** (hereinafter "Foundation"), a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York and with offices and principal place of business at 130 Milton Street, Williamsville, New York 14221.

WHEREAS, the Town has ownership of certain lands described as the parking lot located between the Williamsville Library and the Amherst Town Hall, the grassy area outside of the Town Hall and the Williamsville Library and the steps of the Town Hall (hereinafter "Licensed Property").

WHEREAS, the Foundation wishes to operate a Farmer's Market every Saturday during the 2021 growing and harvest season (hereinafter "Farmer's Market") utilizing the Licensed Property.

WHEREAS, the Town wishes to accommodate the operation of the Farmer's Market by the Foundation on the Licensed Property upon and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Town and the Foundation, in consideration of the foregoing and of the mutual agreements contained herein, agree as follows:

1. Grant of License. The Town hereby grants to the Foundation, and the Foundation hereby accepts from the Town, a non-exclusive license to use the Licensed Property for the purpose of operating the Farmer's Market, subject, however, to the terms and conditions of this Agreement.

2. License Fee. The Foundation shall pay the Town a license fee in the amount of Fifty Dollars and Zero Cents ($50.00) to be paid in full by June 1, 2021, for use of the Licensed Property for the Term as defined in this Agreement.

3. Term of License. The term of the license granted by this Agreement shall commence on May 15, 2021 and shall terminate on October 31, 2021 (hereinafter "Term").

4. Hours of Operation and Compliance with Laws. The Foundation's use of the Licensed Property shall be limited to each Saturday, between 6:00 am and 2:00 pm, from May 16, 2021 through October 31, 2021, inclusive. The Foundation shall use the Licensed Property solely for purposes of the Farmer's Market. The Foundation, in exercising its rights hereunder, shall comply with all applicable Federal, New York State, County of Erie and Town of Amherst statutes, ordinances, local laws, codes, rules and regulations.

5. Permitted Uses. Upon the Licensed Property, the Foundation may allow vendors to operate and, if needed, may place up to four (4) garbage cans, two (2) recycling totes, and two (2) picnic tables. Neither the Foundation nor any of its Farmer's Market vendors shall mark any of the sidewalks or other paved area with any substance other than sidewalk chalk.

6. Indemnification. To the fullest extent permitted by law, the Foundation shall at all times defend, indemnify and hold the Town and their respective members, officers, agents, employees, contractors, visitors and invitees, harmless from and against any and all damages, claims, demands, actions, or causes of action and all related costs and expenses (including reasonable attorneys' fees and expert witness fees), losses, fines, penalties, injury and liabilities of every kind and nature (hereinafter collectively referred to as "Claims"), for personal injuries, death and/or property damage arising from or out of the Foundation's use of the Licensed Property, its exercise of the license rights and privileges granted pursuant to this Agreement, and/or by reason of the Foundation's failure to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed under or pursuant to this Agreement, whether such Claims are asserted by the Town, the Foundation, third parties, or their respective agents, contractors, employees, invitees, or licensees, excepting those Claims which are the result of either (i) the negligence or intentional acts of the Town or their respective agents, employees, invitees or contractors; or (ii) the any failure on the part of the Town to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed under or pursuant to this Agreement. Expiration or termination of the Term of this Agreement shall not affect the continuing obligations of the Foundation as an indemnitor hereunder for any such Claims which accrue or relate to an event which occurred prior to the expiration or termination of this Agreement.

7. Insurance. The Foundation shall, during the Term herein, carry and maintain, at its own cost and expense comprehensive general liability insurance with a combined single limit of at least One Million Dollars and Zero Cents ($1,000,000.00), protecting and indemnifying the Foundation, the Town against any and all claims for injury or damage to persons or property or for loss of life or of property occurring upon, in or about the Licensed Property, excepting such claims which are the result of either (i) the negligence or intentional acts of the Town or their respective agents, employees, invitees or contractors; or (ii) the any failure on the part of the Town to observe or perform any of the terms, conditions, covenants or agreements to be observed or performed by the Town pursuant to this Agreement; such insurance to include, without limitation, contractual liability insurance coverage with respect to the obligations and liabilities of the Foundation under this Agreement to indemnify the Town. In addition, the Foundation shall require each Farmer's Market vendor to procure both general liability and products liability insurance with limits of not less than One Million Dollars and Zero Cents ($1,000,000.00) per occurrence naming the Town as additional insured on a primary basis as certificate holders. Prior to the commencement of the Term of this Agreement, the Foundation shall deliver to the Town a list of vendors all certificates evidencing the insurance required by this section. Neither the Town, nor its agents or employees, makes any representation with respect to the adequacy of the scope or limits of the insurance coverage specified in this Agreement.

Attachment: 2021 License Agreement - Farmers Market (RES-2021-286 : License Agreement: Village Preservation Foundation (CRS #2493))

8. Release of Liability. To the fullest extent permitted by law, the Foundation, for itself and its Farmer's Market vendors, and their respective employees, agents, contractors, and invitees, hereby releases the Town and its respective officers, employees, contractors, agents, successors and assigns (hereinafter collectively referred to as "Related Parties") of and from any and all damages, claims, demands, actions, or causes of action, losses, fines, injury, and liabilities of every kind and nature for personal injuries, death and/or property damage arising out of the Foundation's exercise of the license rights granted pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Town.

9. No Waiver. The failure of the Town to insist, in any one or more instances, upon the performance by the Foundation of any of the covenants of this Agreement, or to exercise any right hereunder, shall not be construed as a waiver or a relinquishment for the future of any such covenant or right, but the same shall continue and remain in full force and effect.

10. 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 not later than three (3) days after the date of such accident.

11. Nature of License Agreement. The revocable license granted herein:

(a) Is not a conveyance or lease of real property;

(b) Is not intended to grant or convey to the Foundation the exclusive use of the land on which the Farmer's Market is operated;

(c) Is granted subject to grants, conveyances, easements, and rights-of-way heretofore made to others; and

(d) Is granted subject to the right (which the Town hereby reserves) of the Town to:

(i) Use and enjoy the lands within the boundaries of the Licensed Area in any manner that does not unreasonably interfere with the rights herein granted to the Foundation, and

(ii) Grant and convey easements and rights-of-way to others over, across, under, and through the Licensed Area, provided such easements and rights-of-way do not unreasonably interfere with the rights herein granted to the Foundation.

12. Maintenance and Repairs. The Foundation agrees to take good care of the Licensed Property and to perform, at its sole cost and expense, all maintenance and make all repairs (except any repairs and maintenance required by latent defects in the Licensed Property) during the Term of this Agreement made necessary by the Foundation's use of said

Attachment: 2021 License Agreement - Farmers Market (RES-2021-286 : License Agreement: Village Preservation Foundation (CRS #2493))

property. Upon the expiration or earlier termination of this Agreement, the Foundation shall deliver up the Licensed Property to the Town in good order and the condition is what it existed prior to the Foundation's use of the property. The Foundation's obligations under this section shall survive the expiration or earlier termination of this Agreement.

13. Restriction against Assignment. The Foundation shall not assign this Agreement or its rights or interest herein, without the express, prior written consent of the Town, which the Town may deny in its sole discretion.

14. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of New York, and constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by both parties hereto. This Agreement is not intended to benefit or be enforceable by anyone other than the Town and the Foundation.

15. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, and may be executed and delivered by facsimile or e-mail transmission. Facsimile or e-mail copies of the fully executed Agreement shall have the same force and effect as originals and the same admissibility in evidence as an Agreement containing an original signature. The parties hereby waive any objection to the contrary.

IN WITNESS WHEREOF, the Town and the Foundation have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

TOWN OF AMHERST

By: _____

Name: Brian J. Kulpa

Title: Supervisor

WILLIAMSVILLE FARMERS MARKET

By: _____

Name: Eleanor Greenaver

Title: Market Admin

Attachment: 2021 License Agreement - Farmers Market (RES-2021-286 : License Agreement: Village Preservation Foundation (CRS #2493))

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2020

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

Pro Insur, Inc dba
Campbell Risk Management
9595 Whitley Drive, Suite 204
Indianapolis, IN 46240
Larry Spilker Ext 203

CONTACT NAME: Larry Spilker ext 203
PHONE (A/C, No, Ext): 317-848-9075 FAX (A/C, No): 317-848-9093
E-MAIL ADDRESS: lspilker@campbellrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HANOVER INSURANCE GROUP	22292
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Village Preservation Foundation Inc. dba Williamsville Farmer's Market
19 South Ellicott St
Williamsville New York 14221

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	AAM5094 LHW D481967 - 02	06/06/2020	06/06/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
X	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH)						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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2015 06 15. Certificate holder, if any, is hearby an additional insured.

CERTIFICATE HOLDER

Evidence of Insurance

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

John C. Campbell

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Attachment: 2021 License Agreement - Farmers Market (RES-2021-286 : License Agreement: Village Preservation Foundation (CRS #2493))

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 23076 **RESOLUTION 2021-287** **ADOPTED**

Fee Reduction for Tent Permits for Merchants/Vendors for Markets

WHEREAS, the Coronavirus (COVID-19) pandemic has had a severe impact on community members and businesses, and has been felt in terms of local economy and finances; and

WHEREAS, many such local businesses rely on brick and mortar retail structures which are not COVID-19 compliant or cannot be adapted as such; and

WHEREAS, in December 2020 a no-fee Winter Holiday Market was organized to assist such businesses and community members, and was found to be successful in assisting such businesses by providing a safe, COVID-19 compliant location, at no cost to either businesses or guests; and

WHEREAS, such a market can be replicated to continue to assist businesses, guests, and community members,

NOW, THEREFORE, BE IT RESOLVED, that TOWN supports the planning and organizing of 4 additional seasonal markets to be hosted on the TOWN property, located at 359 Klein Road, also known as Bassett Park, or other TOWN owned property deemed suitable; and

BE IF FURTHER RESOLVED, that if a vendor is participating in multiple markets, a reduced tent permit fee need only be submitted once for participation in any or all of the 4 planned markets at Bassett Park; and

BE IT FURTHER RESOLVED, that a reduction in traditional fees are provided for the sole purpose of assisting struggling businesses with costs associated with permit fees; and

BE IT FURTHER RESOLVED, that all participating vendors must sign, submit, and follow fire safety and general safety requirements as defined by the Tent Permit Procedures application and submit the reduced-fee payment to the Town Clerk prior to participating in any event; and

BE IT FURTHER RESOLVED, all contracts, insurance requirements, and fire safety requirements, must still be collected and approved by the Resource Coordinator prior to each market; and

BE IT FURTHER RESOLVED, that TOWN supports the temporary reduction of the $50.00 tent permit fee to $25.00.

4/5/2021
Consent

FINANCIAL IMPACT:

n/a

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 23080 **RESOLUTION 2021-288** **ADOPTED**

Appointment to Zombie Property Task Force

WHEREAS, the Town of Amherst has secured a grant pertaining to the Zombie and Vacant Property Remediation and Prevention Initiative through the Local Initiatives Support Corporation; and

WHEREAS, a Zombie property is a vacant property that the owner has vacated due to notice of or commencement of the Foreclosure process, but the bank has not completed the foreclosure; and

WHEREAS, the Town of Amherst has established the Zombie Property Task Force to remediate distressed and vacant properties; and

WHEREAS, the Town of Amherst Zombie Property Task Force has 11 members, one of which is the Town Board liaison, with the remaining 10 being Town of Amherst residents; and

WHEREAS, Adrienne Kotler has expressed interest in serving on this Task Force; and

THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Adrienne Kotler to the Zombie Property Task Force for a term ending June 30th 2022.

4/5/2021
Consent

FINANCIAL IMPACT:

n/a

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 23081 **RESOLUTION 2021-289** **ADOPTED**

Amherst Recreation Commission Appointment

WHEREAS, the Amherst Town Recreation Department, also known as the Amherst Recreation Commission or Rec Commission, maintains a strong liaison with the Amherst Town Board; and

WHEREAS, activity volunteers and the varied recreation and sport constituencies conduct programming and competitions on Town property through shared communication, trust, and strategies which serve and promote the advancement of recreational participation for all age levels in Amherst; and

WHEREAS, Richard A. Duquin, Jr. has expressed interest in serving on the Amherst Recreation Commission; and

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Richard A. Duquin, Jr. to serve through December 31, 2027.

4/5/2021
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 23082 **RESOLUTION 2021-290** **ADOPTED**

Energy Conservation Citizens' Advisory Committee

WHEREAS, the Town of Amherst created a Committee to provide guidance to the Board and Town employees on matters relating to energy consumption, and where economically feasible, to advocate projects which will not only control energy costs, but will help the Town implement the Mayors Climate Protection Agreement; and

WHEREAS, this committee is called the Energy Conservation Citizens' Advisory Committee (ECCAC) which is comprised of eight (8) members that serve four (4) year terms; and

WHEREAS, Town resident John Szalasny has served this committee and has expressed interest in serving again.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints John Szalasny to a term to conclude December 31, 2024.

4/5/2021
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 23084 **RESOLUTION 2021-291** **ADOPTED**

Personal Protective Fire Gear and Equipment

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

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

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

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

4/5/2021
Consent

FINANCIAL IMPACT:

A cost not to exceed $12,600.00 through various State Town and low Bid Contracts.

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

ElizaCo, Inc.

A New York State Certified Woman Owned Business Enterprise

399 Pleasant Avenue
Hamburg, NY 14075
716-646-2160 Fax: 716-646-2170
1-800-646-2160

E-mail Elizabeth@elizaco.com *www.elizaco.com*

Quotation

Salesperson	Quotation #
TD	**5670**

To: Amherst Fire Investigation
Brian Parnell
5583 Main Street
Williamsville, NY 14221

2/26/2021

Qty	Item	Description	Unit Price	Total
1	Express Armor AP...	LION Express Gear Gold 6.5 oz. Armor AP 32" length Coat with Glide Ice Liner, Gore CrossTech moisture barrier, New York City style 3" Ventilated Scotchlite II Triple trim (lime-yellow/silver), 8" over-the-hand wristlets, 3.5" x 9" x 2" radio pocket on left chest, 9" x 9" x 2" semi-bellows, zipper coat closure & Velcro storm flap closure. With the following Options:	1,104.00	1,104.00
1	FLS521	Flashlight Strap on Right Chest	11.40	11.40
1	MT503	Mic Tab, 2" above FLS521 Flashlight Strap	4.20	4.20
1	MF003	Reverse Snap, 2" above MT503 Mic Tab	4.20	4.20
1	MT503	Mic Tab, above Radio Pocket	4.20	4.20
1	LPS1	4" X 18" One Line Sewn on Letter Patch on back	8.40	8.40
1	LTSL3YIS	3" Lime/Yellow Scotchlite Lettering on Letter Patch above, "A F I"	13.20	13.20
1	Express Armor AP...	LION Express Bunker Pant with 6.5 oz. Gold Armor AP outer shell, Glide Ice Liner, Gore CrossTech moisture barrier, Gold PCA Knee & Cuff reinforcements, zipper fly closure with Velcro fly closure, 10" x 10" x 2" full bellows pocket on each thigh, LION Ventilated 3" Scotchlite Triple Trim (lime-yellow/silver) at cuffs, EZ H-Back quick adjust, non-stretch suspenders **LION PPE is listed on NYS Contract PC67938, Award Number 23054, Group 40061**	386.40	386.40

Prices valid (30) days and include delivery (unless noted)

Total $1,536.00

Attachment: BLDG Dept Fire Safety personal protection gear 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)

ElizaCo, Inc.

399 Pleasant Avenue
Hamburg, NY 14075
716-646-2160 Fax: 716-646-2170
1-800-646-2160
E-mail Elizabeth@elizaco.com *www.elizaco.com*

Quotation

Salesperson	Quotation #
TD	**5670**

To: Amherst Fire Investigation
David Mastrella
5583 Main Street
Williamsville, NY 14221
534-6127 Terry

2/15/2021

Qty	Item	Description	Unit Price	Total
1	Express Armor AP...	LION Express Gear Gold 6.5 oz. Armor AP 32" length Coat with Glide Ice face cloth quilted to two layer meta Aramid batting, Gore CrossTech moisture barrier, New York City style Ventilated Scotchlite II Triple trim (lime-yellow and silver), 3" contoured comfort collar, exclusive Semper DriTM System in water wells, yoke, and pockets, 8" over-the-hand wristlets, 3.5" x 9" x 2" radio pocket on left chest, 9" x 9" x 2" semi-bellows pockets on right and left front at hem, Thermoplastic zipper coat closure with hook and loop storm flap closure and Liner inspection system Options:	1,104.00	1,104.00
1	FLS521	Flashlight Strap on Right Chest	7.20	7.20
1	MT503	Mic Tab, 2" above FLS521 Flashlight Strap	4.80	4.80
1	MF003	Reverse Snap, 2" above MT503 Mic Tab	4.80	4.80
1	MT503	Mic Tab, above Radio Pocket	4.80	4.80
1	LPS1	4" X 18" One Line Sewn on Letter Patch on back of coat	8.40	8.40
1	LTSL3YIS	3" Lime/Yellow Scotchlite Lettering on LP1S Letter Patch above, "A F I"	8.40	8.40

Prices valid (30) days and include delivery (unless noted)

Total

Attachment: BLDG Dept Fire Safety personal protection gear 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)

ElizaCo, Inc.

399 Pleasant Avenue
Hamburg, NY 14075
716-646-2160 Fax: 716-646-2170
1-800-646-2160
E-mail Elizabeth@elizaco.com *www.elizaco.com*

Quotation

Salesperson	Quotation #
TD	**5670**

To: Amherst Fire Investigation
David Mastrella
5583 Main Street
Williamsville, NY 14221

2/15/2021

Qty	Item	Description	Unit Price	Total
1	Express Armor AP...	LION Express Bunker Pant with 6.5 oz. Gold Armor AP 6.5 oz. outer shell, Glide Ice face cloth quilted to two layer meta aramid batting, Gore CrossTech moisture barrier, Lite-N-Dri cushioning at the knee between thermal and moisture barrier, Gold polymer-coated aramid Knee reinforcements, Gold polymer-coated aramid reinforcements in cuffs and kick shields, Semper Dri System in lower legs, Thermoplastic zipper fly closure with hook and loop storm fly closure, self-fabric take-up straps (2) for custom fit, 10" x 10" x 2" full bellows pocket on each thigh lined with Kevlar® twill, LION Ventilated Scotchlite Triple Trim (lime-yellow and silver) at cuffs, EZ H-Back quick adjust, non-stretch suspenders and Liner Inspection System	718.80	718.80
1	Legend LFH9120I	LFH9120I American Legend Traditional Helmet with Integrated Retractable Eye Guard Available in Black, Red, White and Yellow Priced per NYS Contract #PC67938, Award Number 23054, Group 40061	278.98	278.98
1	Commander Ace	Lion Commander Ace - Structural Firefighter Gloves, split leather with Leather Gauntlet cuff	92.65	92.65

Prices valid (30) days and include delivery (unless noted)

Total

Attachment: BLDG Dept Fire Safety personal protection gear 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)

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E-mail Elizabeth@elizaco.com *www.elizaco.com*

Quotation

Salesperson	Quotation #
TD	**5670**

To: Amherst Fire Investigation
David Mastrella
5583 Main Street
Williamsville, NY 14221

2/15/2021

Qty	Item	Description	Unit Price	Total
1	804-6369 QR14	LION Thorogood 804-6369 QR14 14" Structural Bunker Boot - Gore CrossTech Moisture Barrier Listed on NYS Contract #PC67938, Award Number 23054, Group 40061 NOTE: ANY EXCHANGES OF BOOTS FOR SIZING MUST BE REQUESTED WITHIN THIRTY (30) DAYS OF DELIVERY DATE OR INVOICE DATE	343.00	343.00
1	INNO331	InnoTex INNO331Hood - Nomex/Lenzing hood WHITE	30.11	30.11
1	Sprirt Glove	LION LPG825 Spirit Glove blue split leather glove with NO Glove Moisture Barrier, NOT NFPA compliant for Structural Firefighting, Fleece liner with Gauntlet cuff	40.80	40.80
1	804-6379 Station ...	Station 1 – 9" Lace-Up/Zip EMS Leather Boot with Gore CrossTech waterproof lining. Listed on NYS Contract #PC67938, Award Number 23054, Group 40061 NOTE: ANY EXCHANGES OF BOOTS FOR SIZING MUST BE REQUESTED WITHIN THIRTY (30) DAYS OF DELIVERY DATE OR INVOICE DATE	301.10	301.10

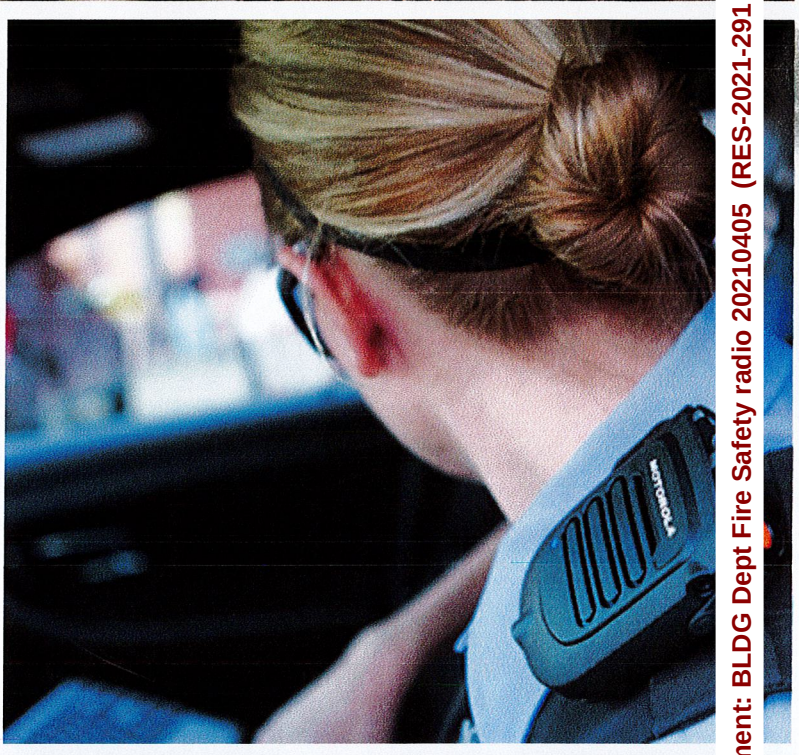
Prices valid (30) days and include delivery (unless noted)

Total $2,947.84

Attachment: BLDG Dept Fire Safety personal protection gear 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)







AMHERST CENTRAL FIRE ALARM OFFIC

02/15/2

Attachment: BLDG Dept Fire Safety radio 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-1418[illegible]

02/15/2021

AMHERST CENTRAL FIRE ALARM OFFICE
500 JOHN JAMES AUDOBON PKY
WEST AMHERST, NY 14228

Dear STEVE MATISZ,

Motorola Solutions is pleased to present AMHERST CENTRAL FIRE ALARM OFFICE with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide AMHERST CENTRAL FIRE ALARM OFFICE with the best products and services available in the communications industry. Please direct any questions to Autumn Donovan at autumn.donovan@saiacomm.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedbac regarding this quote.

Sincerely,

Autumn Donovan

Motorola Solutions Manufacturer's Representative

Attachment: BLDG Dept Fire Safety radio 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)

MOTOROLA SOLUTIONS

QUOTE-1418

Billing Address:
AMHERST CENTRAL FIRE
ALARM OFFICE
500 JOHN JAMES AUDOBON
PKY
WEST AMHERST, NY 14228
US

Quote Date:02/15/2021
Expiration Date:05/16/2021
Quote Created By:
Autumn Donovan
autumn.donovan@saiacomm.com

End Customer:
AMHERST CENTRAL FIRE ALARM
OFFICE
STEVE MATISZ
smatisz@amherst.ny.us
+1 716 6891322

Contract: 21562 - NEW YORK OGS
STATE OF

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Pric
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25QSS9PW1BN	APX6500 ENHANCED UHF R1 MOBILE	1	$2,438.00	$1,828.50	$1,828.5(
1a	G628AD	INT: REMOTE MOUNT CABLE 17 FT APX	1	$0.00	$0.00	$0.0(
1b	G831AD	ADD: SPKR 15W WATER RESISTANT	1	$60.00	$45.00	$45.0(
1c	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.0(
1d	G48BD	ENH: CONVENTIONAL OPERATION APX6500	1	$500.00	$375.00	$375.0(
1e	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	$515.00	$386.25	$386.2(
1f	GA01670AA	ADD: APX E5 CONTROL HEAD	1	$572.00	$429.00	$429.0(
1g	W22BA	ADD: STD PALM MICROPHONE APX	1	$72.00	$54.00	$54.0(
1h	G67DT	ADD: REMOTE MOUNT E5 APXM	1	$297.00	$222.75	$222.7(
1i	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	$0.00	$0.00	$0.0(

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

Attachment: BLDG Dept Fire Safety radio 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)

MOTOROLA SOLUTIONS

QUOTE-1418

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Pric
1j	GA00505AA	ADD: ANT 2DB WIDEBAND 380-520 MHZ	1	$50.00	$37.50	$37.5
1k	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	1	$0.00	$0.00	$0.0
2	LSV00Q00202A	DEVICE PROGRAMMING NYS CONTRACT SERVICES-PROGRAMMING (1 UNITS AT $40/UNIT OR $.20/UNIT @ $200/HOUR)	1	$40.00	$40.00	$40.0
1l	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	1	$0.00	$0.00	$0.0
1m	W969BG	ADD: MULTIKEY OPERATION	1	$330.00	$247.50	$247.5

Grand Total $3,665.50(USD)

Notes:

- **PLEASE BE ADVISED: Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.**

Attachment: BLDG Dept Fire Safety radio 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)

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

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Attachment: BLDG Dept Fire Safety radio 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)

PEOPLE WHO GET IT

Search...

My Account

Hardware Software Services IT Solutions Brands Tech Library

Quote # LZWW932

Description: LZWW932

Status: Open

Requested By: DAVE WILLER

Customer Notes:

Created Date: 03/25/21

Ship to:
TOWN OF AMHERST INFORMATION TECH.
5583 MAIN ST
WILLIAMSVILLE , NY 14221-5488

Billed to:
TOWN OF AMHERST
ATTN: INFO TECH
5583 MAIN ST
WILLIAMSVILLE , NY 14221-5488
(716) 631-7000

Shipping method:
UPS Ground (2 - 3 day)

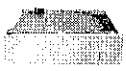
Payment method:
Net 30 Days-Govt State/Local

Quote Summary

Subtotal	$1,085.77
*US Tax	$0.00
Shipping	$0.00
Grand Total	**$1,085.77**

*Tax may change if this quote is amended by your account manager.

Product Details

Item	Availability	Price	Quantity	Item Total
 HP LaserJet Enterprise M610dn - printer - B/W - laser MFG Part: 7PS82A#BGJ CDW Part: 6016658 UNSPSC: 43212105	In Stock Get it Tuesday, March 30 If ordered within 7 hrs 11 mins.	$739.69 Pricing Option Applied: NY OGS HP PM20860 IT Umbrella	1	$739.69
 HP envelope feeder - 75 sheets MFG Part: L0H21A CDW Part: 4599392 UNSPSC: 44101705	In Stock Get it Tuesday, March 30 If ordered within 7 hrs 11 mins.	$210.47 Pricing Option Applied: NY OGS HP PM20860 IT Umbrella	1	$210.47
 HP 147A - black - original - LaserJet - toner cartridge (W1470A) MFG Part: W1470A CDW Part: 6143858 UNSPSC: 44103103	In Stock Get it Tuesday, March 30 If ordered within 7 hrs 11 mins.	$135.61 Pricing Option Applied: NY OGS HP PM20860 IT Umbrella	1	$135.61

Attachment: BLDG Dept Fire Safety envelope printer 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)

NEW YORK STATE OF OPPORTUNITY.

Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: March 12, 2021

Group 73600 - INFORMATION TECHNOLOGY UMBRELLA CONTRACT MANUFACTURER BASED (Statewide)

AWARD: 22802 **CONTRACT PERIOD:** *November 30, 2015 to November 29, 2022*

LOT PARTICIPATION	OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
LOT 2, 3	PM68148	**Getac Incorporated** 15495 Sand Canyon Ave Suite 350 Irvine, CA 92618	FED ID# 954547422 NYS Vendor ID# 1100187819	Contact Information Price List Terms & Conditions
CONTRACT PERIOD : November 30, 2015 to November 29, 2022				
LOT 3	PM67982	**Google LLC** 1600 Amphitheatre Parkway Mountain View, CA 94043	FED ID# 770493581 NYS Vendor ID# 1000053174	Contact Information Price List Terms & Conditions
CONTRACT PERIOD : July 19, 2018 to November 29, 2022				
LOT 3	PM67305	**Granicus LLC** **Dba Granicus** (fka GovDelivery, Inc). 408 St. Peter Street Suite 600 St. Paul, MN 55102	FED ID# 411941088 NYS Vendor ID# 1100002596	Contact Information Price List Terms & Conditions
CONTRACT PERIOD : June 20, 2018 to November 29, 2022				
LOT 1, 2, 3, 4	PM20850	**Hewlett Packard Enterprise Company** 3000 Hanover St. Palo Alto, CA 94304	FED ID# 473298624 NYS Vendor ID# 1100148379	Contact Information Price List Terms & Conditions
CONTRACT PERIOD : November 30, 2015 to November 29, 2022 **Also honoring pre-existing agreements with PM20930 Nimble Storage**				
LOT 1, 2, 4	PM69224	**Hitachi Vantara, LLC** 2535 Augustine Drive Santa Clara, CA 95054	FED ID# 843098448 NYS Vendor ID# 1100254514	Contact Information Price List Terms & Conditions
CONTRACT PERIOD : November 30, 2015 to November 29, 2022				
LOT 2	PM20860	**HP, Inc.** 1501 Page Mill Road Palo Alto, CA 94304	FED ID# 941081436 NYS Vendor ID# 1000009783	Contact Information Price List Terms & Conditions
CONTRACT PERIOD : November 30, 2015 to November 29, 2022				
LOT 3, 4	PM68127	**ImageWork Technologies Corporation** 170 Hamilton Ave Suite 301 White Plains, NY 10601	FED ID# 521907539 NYS Vendor ID# 1000040914	Contact Information Price List Te

Attachment: BLDG Dept Fire Safety envelope printer 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)

Section 4. Reseller Information

A Reseller is a company or individual (merchant) that purchases goods or services with the intention of selling them rather than consuming or using them. Also known as Value Added Reseller (VAR) or channel partner. Resellers must be eligible to quote statewide, independently and lower than Manufacturer (Contract) pricing for procurements under this Contract. Reseller must also be able to accept orders, invoice and receive payment for Products.

Reseller Name	Federal ID # SFS ID #	Contact Name / Phone	Contact E-Mail	Applicable Lot(s)
Acture Solutions Inc 1462 Erie Blvd Schenectady, NY, 12305 www.acturesolutions.com (Print and PC products)	14-1662031 1000027625	Kristina Dubrey Director of Operations (518) 377-4057	dubreyK@acturesolutions.com	Lot 2 Hardware (Equipment Only)
Agilant Solutions, Inc 3 Seaview Boulevard Port Washington, NY 11050 www.GoAgilant.com Print and PC products and Services) *MBE*	20-3074058 1000041888	Mark Romanowski Executive Vice President (212) 736-0111 Ext 1224	mromanowski@GoAgilant.com	Lot 2 Hardware
Alternative Info Systems, Inc. 489 Ellicott St., Suite 40 Buffalo, NY 14203 www.aisbuffalo.com (Print and PC products and Services)	16-1319778 1000028983	Brian Conley VP Business Development (716) 831-9929	bconley@aisbuffalo.com	Lot 2 Hardware
B & H Photo & Electronics Corp. 420 9th Avenue New York, NY 10001 www.bhphotovideo.com (Print and PC products)	13-2768071 1000006215	Mamann Israel (212) 239-7500, ext. 2266	israelm@bhphotovideo.com	Lot 2 Hardware (Equipment Only)
Baum Control Systems, Inc. d/b/a The Computing Center 15 Thornwood Drive, Suite 4 Ithaca, NY 14850 www.compcenter.com (Print and PC products and Services) *SB / WBE*	16-1106161 1000007760	Mary Stazi President (607) 257-3524, ext.124	mary@compcenter.com	Lot 2 Hardware
CDW Government LLC 230 North Milwaukee Avenue Vernon Hills, IL 60061 www.cdwg.com (Print and PC products and Services)	36-4230110 1000009217	Yolanda Blomquist Deputy Program Manager (312) 705-1880	NYGOV@cdwg.com	Lot 2 Hardware

Attachment: BLDG Dept Fire Safety envelope printer 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)

Contractor Name	**HP Inc**
Contract Number	**PM20860**
Date	**3/10/2021**

Item Number	Product Name	Product Description	Product Category	Manufacturer Part Number (SKU)	Bundled Part Number? Yes / No	Unit of Measure	Units Per Unit of Measure	List Price	Minimum NYS Discount / Category Discount	Actual NYS Discount	Net NYS Contract Price
22165	Color LaserJet 500 Color Series Family	HP LaserJet Ent M610dn Printer	Printer - Multifunction	7PS82A#BGJ	No	Each	1	$ 1,212.61	38.25%	39.00%	$ 739.69
13932	Color LaserJet Accy - Paper Handling	HP LaserJet Envelope Feeder	Printer Model Options	L0H21A	No	Each	1	$ 309.52	31.25%	32.00%	$ 210.47
28052	LJ Black Print Cartridges & Toner	HP 147A Black LaserJet Toner Cartridge	Printer Consumables: LaserJet Supplies	W1470A	No	Each	1	$ 242.16	43.25%	44.00%	$ 135.61

1914 Colvin Blvd.
Tonawanda, NY 14150-699
Phone: (716) 832-202
www.fmcommunications.com
www.facebook.com/fmcommunicationsinc

SALES QUOTATION 128000881

Bill To:
AMHERST CODE ENFORCEMENT, TOWN OF
5583 MAIN STREET
AMHERST, NY 14221

Ship To:
AMHERST CODE ENFORCEMENT, TOWN OF
5583 MAIN STREET
AMHERST, NY 14221

Vehicle #:

E #:

Order Status:

P.O. #: 3 vehicles

Date: 02/17/2021	Customer Rep: Michael Haynes	Terms: NET 30 DAYS

Qty	Item	Description	Unit Price	Extended
15	Labor - Garage	Garage Service ALL PRICES ARE PER BID 2020-740 2020 NYSOGS 23141	60.00	900.00
1	HHS3200	SIREN AMPLIFIER WITH HAND-HELD CONTROLLER	419.00	419.00
10	IOND	ION LIGHT RED/WHITE, BLACK HOUSING	126.00	1,260.00
6	PSBKT90	90 DEGREE MOUNTING KIT FOR STRIP LIGHT +	23.50	141.00
3	PSD02FCR	STRIP-LITE+ DUO LIGHT FLASHER RED/WHITE	120.00	360.00
2	SA315P	SIREN SPEAKER, 123DB	225.00	450.00
4	VTX609K	VERTEX SELF-CONTAINED SINGLE SUPER-LED, 25 SCAN-LOCK FLASH PATTERNS, 9' CABLE - RED/AMBER	94.50	378.00
4	PSJ02FCR	STRIP-LITE+ DUO LIGHT FLASHER RED/BLUE	120.40	481.60

Subtotal :	$4,389.60
Tax :	$0.00
Total Quote :	$4,389.60

Quote valid for 60 days

Thank you for the opportunity to quote the above items. Please do not hesitate to call, fax, or e-mail any additional questions or concerns.

If requested to drill holes into a fixture (headlight, taillight, housing, etc.), we do not warranty any issues that may arise from making these modifications. Customer approval needed prior to work performed. _____

(Signature, Print & Date)

Attachment: BLDG Dept Fire Safety var equip 20210405 (RES-2021-291 : Personal Protective Fire Gear and Equipment)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 22950 **RESOLUTION 2021-292** **ROLL CALL VOTE (ADOPTED)**

Appointment to the Zoning Board of Appeals

WHEREAS, pursuant to the provisions of Section 267 of the New York State Town Law, the Town of Amherst maintains a Zoning Board of Appeals (ZBA) consisting of five (5) members appointed by the Amherst Town Board (Town Board), each for a term of five (5) years, with terms concluding on a staggered basis; and

WHEREAS, the ZBA is authorized to grant relief from any provision of the Town of Amherst Zoning Ordinance or any decision of an administrative official charged with the enforcement of that ordinance; and

WHEREAS, the ZBA is empowered to grant special use permits in certain instances as spelled out in the Zoning Ordinance and Amherst Town Law specifies the grounds and criteria that the ZBA must use to grant a variance; and

WHEREAS, Kelly J. Philips has expressed interest in serving on the Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Kelly J. Philips to the Zoning Board of Appeals for a term to conclude December 31, 2025.

4/5/2021
A motion to approve was made by Councilmember Lavin, seconded by Councilmember Szukala and approved via Roll Call vote 4-1 (nay, Berger).

FINANCIAL IMPACT:

None.

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Shawn Lavin, Councilmember
SECONDER:	Michael Szukala, Councilmember
AYES:	Kulpa, Bucki, Lavin, Szukala
NAYS:	Berger

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23074 **RESOLUTION 2021-293** **ROLL CALL VOTE (ADOPTED)**

2021 Waterline Replacement - Red Oak Phase II (Bond Resolution - $1M)

AGENDA ITEM - APRIL 5TH, 2021

TO: **Town Board**

FROM: **Stanley J. Sliwa, Esq., Town Attorney**

DATE: **March 31, 2021**

RE: **2021 Waterline Replacement**
2021-2026 C.I.P. - Project Nos. E-20, E-21 and E-43
Bond Resolution - $1,000,000.00

The above-referenced matter is scheduled for a Public Hearing on April 5, 2021 at 7:00 p.m. In this regard, kindly adopt the attached bond documents **once the SEQR Determination has been adopted and the Public Hearing has been deemed closed.**

Thank you.

SJS:nmb
Attachments
c: Kathy Cooper, Deputy Town Clerk
(*w/attachments,* **Agenda Item: April 5th, 2021**)
Daryl C. Bramer, Town Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Daniel C. Howard, AICP, Assistant Director of Planning *(w/attachments)*
Ellen M. Kost, AICP, Assistant Director of Planning *(w/attachments)*
Jeffrey S. Burroughs, PE, Town Engineer *(w/attachments)*
Marc A. Bellacose, Junior Municipal Engineer *(w/attachments)*

4/5/2021
A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $1M

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23073 **RESOLUTION 2021-294** **ROLL CALL VOTE (ADOPTED)**

Recreation Facilities Improvements (Bond Resolution - $1.7M)

AGENDA ITEM - APRIL 5TH, 2021

TO: **Town Board**

FROM: **Stanley J. Sliwa, Esq., Town Attorney**

DATE: **March 31, 2021**

RE: **Recreation Facilities Improvements**
2021-2026 C.I.P. Project YR-1A
Bond Resolution - $1,700,000.00

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $1,700,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does ***not*** require a public hearing to be held because the improvement is a Town improvement not involving a special district.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item - April 5th, 2021**)
Daryl Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Ellen M. Kost, Assistant Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Brian J. Armstrong, Assistant Municipal Engineer (*w/attachment*)
Mary-Diana Pouli, Executive Director
Town of Amherst Youth and Recreation Department (*w/attachment*)

Eric W. Guzdek, Recreation Specialist
Town of Amherst Youth and Recreation Department *(w/attachment)*

4/5/2021
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $1.7M

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Ellen M. Kost, AICP
Assistant Planning Director

MEMORANDUM March 19, 2021

TO: Brian J. Armstrong, EIT, Assistant Municipal Engineer

FROM: Ellen M. Kost, AICP, Assistant Planning Director EMK

RE: SEQR Determination - 2021 - 2026 C.I.P. Project YR-1A

Youth and Recreation Department - Recreation Facilities Improvements:

1. Central Amherst Little League Concession/Restroom & Shelter Buildings
2. Mathewson/McCarthy Little League Concession Building
3. North Amherst Recreation Center Concession/Restroom/Locker room Building
4. Willow Ridge Park Restroom Building
5. Clearfield Community Center Facility Improvements
6. Garnet Park Little League Facility Improvements

The Planning Department has reviewed the Map, Plan & Report for the subject projects and has determined the following under the provisions of SEQR according to Part 617.5:

- Project #1 – This is an Unlisted action; a Negative Declaration will need to be approved prior to the Town Board approval of the bond for this project. Please advise when the item will appear on the Town Board agenda, and our office will prepare the required SEQR paperwork.

- Projects #2, 3, 4, 5 & 6 – These are Type II actions; therefore, no further environmental work is required.

Please contact our office if you have any questions.

X/Special Projects/SEQR Engineering/Y&R Recreation Facilities Imp. 2021

cc: Jeffrey Burroughs, PE, Town Engineer
Stanley J. Sliwa, Esq., Town Attorney
Daryl Brämer, Comptroller
Daniel Howard, Planning Director

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: SEQRRecFacsImpvs-03312021084448 (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

April 5. 2021

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on April 5. 2021.

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

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED APRIL 5. 2021, AUTHORIZING RECREATION FACILITIES IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $1,700,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $1,700,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake Recreation Facilities Improvements, as described in the map, plan and report dated March 2021, prepared by the Town Engineering Department (2021-2026 Capital Improvement Program Project YR-1A). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $1,700,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $1,700,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $1,700,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said $1,700,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

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

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

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

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

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

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

Attachment: CertBondReso (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within fifteen (15) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on April 5. 2021, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED APRIL 5. 2021, AUTHORIZING RECREATION FACILITIES IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $1,700,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $1,700,000 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to undertake Recreation Facilities Improvements, as described in the map, plan and report dated March 2021, prepared by the Town Engineering Department (2021-2026 Capital Improvement Program Project YR-1A); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $1,700,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $1,700,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $1,700,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

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

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

Attachment: CertBondReso (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

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

DATED: April 5. 2021

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on April 5. 2021, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of April, 2021.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

AFFIDAVIT OF POSTING

STATE OF NEW YORK)
:ss:
COUNTY OF ERIE)

FRANCINA J. SPOTH, being duly sworn, deposes and says:

That she is and at all times hereinafter mentioned she was the duly elected, qualified and acting Town Clerk of the Town of Amherst, State of New York;

That on _____, 2021, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on April 5. 2021, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

_____
Town Clerk

Subscribed and sworn to before me

this _____ day of April, 2021.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

Attachment: MPR YR-1A Recreation Facilities Improvements (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

Town of Amherst
Youth & Recreation Department

Recreation Facilities Improvements

2021 - 2026 C.I.P. Project YR-1A

Map, Plan & Report

March 2021

CONTENTS:

- Approved 2021 - 2026 CIP Project YR-1A
- Introductions / Existing Conditions
- Proposed Scope
  - Central Amherst Little League Concession/Restroom & Shelter Buildings
  - Mathewson/McCarthy Little League Concession Building
  - North Amherst Recreation Center Concession/Restroom/Locker room Building
  - Park Area Restroom Building
  - Clearfield Community Center Facility Improvements
  - Garnet Park Little League Facility Improvements
- Financial / Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Engineering Department
1100 North Forest Rd.
Williamsville, NY 14221
(716) 631-7154

TOWN OF AMHERST
Recreation Facilities Improvements

Summary of Approved 2021-2026 Capital Improvement Program

Senior Center — *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2021	2022	2023	2024	2025	2026	Total Cost
S-1	**Senior Center Roof System Improvements:** Restoration of the existing roof system. *(2019)*				750 LA			$750,000
S-2	**Senior Center Interior Renovations, Equipment Repairs & Storage Garage:** Door sensor repair/replacement, WiFi upgrades, painting, and carpet replacement. Out years include addition of a storage garage and replacement of interior freezers. *(2019)*			100 LA	100 LA	100 LA		$300,000

Youth & Recreation — *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2021	2022	2023	2024	2025	2026	Total Cost
YR-1	**Youth and Recreation Vehicles & Equipment:** Replacement of various vehicles and equipment to maintain sports facilities or complexes. *(2018)*		100 LA		100 LA			$200,000
	ATHLETIC & RECREATION FACILITIES / COMMUNITY CENTERS							
YR-1A	**Recreation Facilities Improvements:** Provide funds for affiliated league building improvement requests (restrooms, concessions, etc.) and lobby flooring at the Clearfield Community Center. *(2018)*	Amended to: $1700 LA $100 X $250 X	250 LA 50 X	250 LA 50 X	250 LA 50 X	250 LA	250 LA	$3,200,000
YR-2A	**Northtown Center Ice Expansion:** Add an additional sheet of ice to expand the Northtown Center to five sheets. *(2016)*			750 LA	9,250 LA			$10,000,000
YR-3A	**Northtown Center Rubber Floor Replacement:** Replace approximately 40,000 sq. ft. of rubber flooring on the first floor at the Northtown Center. *(2019)*	100 LA	100 LA	100 LA	100 LA			$400,000

Key:

Funding Source
T - Tax
L – Bond
S – Surplus
RF – Recreation Fund
OF – Open Space Fund
F/S – Federal or State Aid
X – Private or Other Source

Funding Account
A – General Account
B – Part Town
C – Community Environment
D – Highway
E – Lighting
G – Sanitary Sewer District
H – Storm Drainage District
I – Water District
W – Water Pollution Control Facility
- Special District Number
NS – None Submitted

INTRODUCTION / EXISTING CONDITIONS:

The Town of Amherst owns and maintains dozens of facilities for many different purposes. These facilities are all located within the town boundaries in many locations. Due to a decentralized system of maintenance budgeting and repair activities, the current physical condition of all Townwide facilities can vary significantly from new and well-maintained to poorly maintained. As such, several facilities will be improved via capital maintenance improvements as well as the demolition and reconstruction of existing facilities. In some cases, entirely new facilities will be designed and constructed at Town-owned sites.

Attachment: MPR YR-1A Recreation Facilities Improvements (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

TOWN OF AMHERST
Recreation Facilities Improvements

PROPOSED SCOPE:

Central Amherst Little League Concessions / Restroom Building

This facility is located at 400 Wehrle Drive and is made up of numerous baseball/softball fields of various little league sizes and is owned by the Town. The existing restrooms are inside a temporary trailer that was procured by the town in 2010. This Restroom Trailer is not ADA-complaint and is therefore difficult and cumbersome for most people to navigate. Due to this trailer's lack of ADA-compliance, handicap users of the facility find it difficult, if not impossible to utilize these restrooms. The existing concession and storage building can be found to be in various stages of failure-mode due to years of environmental and weather-related degradation.

In an effort to enhance the users' experience of this facility, a new single-story concession / restroom / storage building will be built in 2021. This new structure will be placed in the same location as the existing structure, which will be demolished. The new building will be approximately the same size as the existing building and constructed at-grade and will be fully ADA-compliant. In order to provide sanitary services within the building, a new pump station will be installed and the effluent pumped to the south, to the far side of Wehrle Drive and be connected to the existing sanitary system owned by and under an Agreement with the Town of Cheektowaga.

In additional to the above structure, a new community shelter will also be constructed adjacent to the new building and in approximately in the same location as the existing restroom trailer. This shelter will be used for public picnic tables and congregation. This new shelter will have a fixed roof but the sides will remain open. This shelter will be a wood or metal structure with a truss roof and asphalt shingles. Simple lighting will be provided for cloudy days and as an overnight deterrent.

Mathewson / McCarthy Baseball Facility Concessions / Restroom Building

This facility is located at 1995 Wehrle Drive and is made up of 5 baseball fields of various little league sizes and is owned by the Town. The facility includes a dedicated asphalt parking lot, associated asphalt walkways, dugouts, storage sheds, and a concession / clubhouse building. During the course of the last few seasons, the clubhouse / restroom / maintenance / storage building envelope has exhibited various levels of degradation and failure and numerous fixes have been employed on a temporary basis to allow for continued use of the building. Unfortunately, the building requires replacement in order to ensure the long term viability of the overall facility and programs that utilize the facility.

It is anticipated that the entire main clubhouse/concession/storage building located at the center of the complex will be demolished and replaced within a similar footprint, where most, if not all of the existing utility connections may be reemployed to service a new, single-story, ADA-compliant building that will allow for similar, yet enhanced functionality of the building for its users. In addition and where funding permits, the existing restroom building, located near the parking lots, will be evaluated, updated and capital improvements made so as to ensure the long term functionality of those facilities.

North Amherst Recreation Center Concessions / Restroom Building

The Town of Amherst owns and maintains the North Amherst Recreation Center located at 4415 Millersport Highway within the Town of Amherst. The facility is currently utilized year-round for a variety of recreation and sports activities. The main arena portion of the facility measures approximately 245 feet by 115 feet with a 45 foot tall ceiling height. The front portion of the building includes offices and common-area, locker and restrooms and conference room spaces.

Attachment: MPR YR-1A Recreation Facilities Improvements (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

In addition, the facility also includes a grass, multi-use recreational field that is intended to be improved during the course of a separate project for use as a football field. In order to accommodate the new football field, this project seeks to construct a new building that will function as a single-story, ADA-compliant combination concession / restroom / locker rooms / storage building to be located south of the adjacent improved field and at a distance significantly more than 250 feet from the property line of any nearby parcels with residential zoning classifications. This building will also be in proximity to the other outdoor recreation facilities associated with this recreation complex.

Park Area Restroom Building

The Town of Amherst owns and maintains numerous parks and several of them currently do not offer permanent restroom facilities. As such, the Town will design and building a new restroom building at either Willow Ridge Park or Paradise Park. Willow Ridge Park is located at the terminus of Bedford Drive, within the Willow Ridge Subdivision, in the northwest portion of the Town. This park is located adjacent to the Willow Ridge Elementary School and both properties offer numerous recreation opportunities. The Town portion of the park includes four (4) tennis / pickleball courts, playground structures and walking paths, while also functioning as a gathering place for subdivision residents for seasonal events. Paradise Park is located on Paradise Road near the intersection of Casey Road to the North. This park area includes 3 soccer fields, 4 pickleball courts, a basketball court, several playground structures and a picnic shelter.

In order to enhance the user experience of one of these two parks, a new single-story, ADA-compliant building will be constructed to include restrooms and storage and will be located in close proximity to the other recreational elements within one of these park areas.

Clearfield Community Center Flooring Replacement

The Town of Amherst owns and operates the Clearfield Community Center, located at 730 Hopkins Road in the Town of Amherst. The facility provides for various recreation activities as well as Youth Department sanctioned activities. On-site outdoor activities such as swimming, tennis, softball, basketball and soccer are provided at this facility. The facility also includes various indoor spaces including administrative, mechanical, recreational and recreational goods storage spaces. The indoor recreation activities are accommodated within an indoor gym space that is perimeter safety-padded and includes a recreation flooring surface that is lined for numerous sports.

The facility was originally conceived as an ice rink but was converted to a gym in the late 1990's. As the facility originally accommodated ice skates, the lobby area features a rubber flooring surface that has degraded after many years of use and must be replaced. As such, the existing rubber sheet-flooring product will be removed and replaced with a non-rubber flooring surface that will be modularly-installed so that sections may be replaced if needed without having to remove and replace the entire floor system.

Attachment: MPR YR-1A Recreation Facilities Improvements (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

TOWN OF AMHERST
Recreation Facilities Improvements

Garnet Park Little League Facility Improvements

This town-owned facility is located at 66 Garnet Road and is made up of two (2) little league baseball fields, a concession building, a combination clubhouse / restroom / maintenance / storage building, dugout shelters and associated asphalt walkways and parking areas. During the course of the last few seasons, the clubhouse / restroom / maintenance / storage building roof sections have exhibited various levels of leakage and failure. As such and within the scope of this project, the interior and exterior envelopes of all of the existing buildings will be evaluated and capital improvements will be made in an effort to ensure the long term use and integrity of the existing buildings. In addition, new gutters and downspouts may also installed and connected into new storm drainage elements that may be extended to the public drainage system. Lastly, due to a rash of recent vandalism and break-ins, new surveillance elements will be procured and installed in an effort to provide a higher level of safety and security for this facility.

The facilities improvements project described above will allow for studies, evaluations, designs and construction during 2021 and 2022. It is anticipated that all of the above referenced activities will be completed by the end of 2022 The above project studies will be bonded against the Town of Amherst General Fund at a *total project cost* of $2,050,000. Funding of $100,000 is anticipated from the Russell J. Salvatore Foundation, and funding of $250,000 is anticipated from Erie County. The remaining balance of $1,700,000 will be financed entirely with serial bonds. The scope of this project will have a period of probable usefulness of a minimum of 15 years.

FINANCIAL SUMMARY:

Estimated Professional Services Costs		$ 135,000
Estimated Construction Costs:		
Central Amherst Little League Improvements	$ 681,500	
Mathewson/McCarthy Little League Improvements	$ 475,000	
North Amherst Recreation Center Improvements	$ 475,000	
Park Area Restroom Building	$ 125,000	
Clearfield Community Center Flooring Replacement	$ 90,000	
Garnet Park Little League Improvements	$ 60,000	
Total Construction Costs		$1,906,500
Legal / Administrative		$ 8,500
Total Project Costs		$2,050,000
Salvatore Foundation Contribution		($100,000)
Erie County Capital Allocation		($250,000)
Total Amount to be Bonded		**$ 1,700,000**

Please note that the above project costs above are estimates only and funding may be moved between projects if necessary

TAXATION SUMMARY:

Total Bond Amount:	$ 1,700,000
Bond Term:	15 Years
Annual Tax Impacts:	$0.0144 per $1,000 AV (General Fund)
Typical Property Taxation Impact:	$2.87 per $200,000 property

Attachment: MPR YR-1A Recreation Facilities Improvements (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Director

Ellen M. Kost, AICP
Assistant Planning Dir

MEMORANDUM March 19, 2021

TO: Brian J. Armstrong, EIT, Assistant Municipal Engineer

FROM: Ellen M. Kost, AICP, Assistant Planning Director EMK

RE: SEQR Determination - 2021 - 2026 C.I.P. Project YR-1A

Youth and Recreation Department - Recreation Facilities Improvements:

1. Central Amherst Little League Concession/Restroom & Shelter Buildings
2. Mathewson/McCarthy Little League Concession Building
3. North Amherst Recreation Center Concession/Restroom/Locker room Building
4. Willow Ridge Park Restroom Building
5. Clearfield Community Center Facility Improvements
6. Garnet Park Little League Facility Improvements

The Planning Department has reviewed the Map, Plan & Report for the subject projects and has determined the following under the provisions of SEQR according to Part 617.5:

- Project #1 – This is an Unlisted action; a Negative Declaration will need to be approved prior to the Town Board approval of the bond for this project. Please advise when the item will appear on the Town Board agenda, and our office will prepare the required SEQR paperwork.

- Projects #2, 3, 4, 5 & 6 – These are Type II actions; therefore, no further environmental work is required.

Please contact our office if you have any questions.

X/Special Projects/SEQR Engineering/Y&R Recreation Facilities Imp. 2021

cc: Jeffrey Burroughs, PE, Town Engineer
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: MPR YR-1A Recreation Facilities Improvements (RES-2021-294 : Recreation Facilities Improvements (Bond Resolution - $1.7M))

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23072 **RESOLUTION 2021-295** **ROLL CALL VOTE (ADOPTED)**

Northtown Center at Amherst - North End Underfloor Heat Repair (Bond Resolution - $100,000)

AGENDA ITEM - APRIL 5TH, 2021

TO: **Town Board**

FROM: **Stanley J. Sliwa, Esq., Town Attorney**

DATE: **March 31, 2021**

RE: **Northtown Center at Amherst**
North End Underfloor Heat Repair
2021-2026 C.I.P. Project YR-9A
Bond Resolution - $100,000.00

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $100,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does ***not*** require a public hearing to be held because the improvement is a Town improvement not involving a special district.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item - April 5th, 2021**)
Daryl Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Ellen M. Kost, Assistant Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Brian J. Armstrong, Assistant Municipal Engineer (*w/attachment*)
Mary-Diana Pouli, Executive Director

Town of Amherst Youth and Recreation Department (*w/attachment*)
Eric W. Guzdek, Recreation Specialist/General Manager
Town of Amherst Youth and Recreation Department *(w/attachment)*

4/5/2021

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

FINANCIAL IMPACT:

Bond Resolution - $100,000

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

MEMORANDUM March 17, 2021

TO: Mary-Diana Pouli, Executive Director, Youth & Recreation Department

FROM: Ellen M. Kost, AICP, Assistant Planning Director

RE: SEQR Determination – Northtown Center:
Rubber Floor Replacement
Underfloor Heating Repair
2021-2026 C.I.P. Project Nos. YR-3A & YR-9A

The Planning Department has reviewed the Environmental Assessment Form for the subject projects and has determined them to be Type II actions under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X/Special Projects/SEQR Engineering/Type II Projects/Northtown Center Rubber Floor Replacement & Heating Repair

cc: Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: SEQRNrthtwnUnderfloorHeatingRepair-03312021084516 (RES-2021-295 : Northtown Center at Amherst - North End Underfloor

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

April 5. 2021

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on April 5. 2021.

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

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2021-295 : Northtown Center at Amherst - North End Underfloor Heat Repair (Bond Resolution - $100,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED APRIL 5. 2021, AUTHORIZING NORTHTOWN CENTER NORTH END UNDERFLOOR HEAT REPAIR, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $100,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $100,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake Northtown Center north end underfloor heat repair, as described in the map, plan and report dated March 2021, prepared by the Town Youth & Recreation Department (2021-2026 Capital Improvement Program Project YR-9A). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $100,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $100,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $100,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2021-295 : Northtown Center at Amherst - North End Underfloor Heat Repair (Bond Resolution - $100,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said $100,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 13 of the Law, is ten (10) years.

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

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

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

Attachment: CertBondReso (RES-2021-295 : Northtown Center at Amherst - North End Underfloor Heat Repair (Bond Resolution - $100,000))

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

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

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

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

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

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

Attachment: CertBondReso (RES-2021-295 : Northtown Center at Amherst - North End Underfloor Heat Repair (Bond Resolution - $100,000))

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

Attachment: CertBondReso (RES-2021-295 : Northtown Center at Amherst - North End Underfloor Heat Repair (Bond Resolution - $100,000))

Attachment: CertBondReso (RES-2021-295 : Northtown Center at Amherst - North End Underfloor Heat Repair (Bond Resolution - $100,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on April 5. 2021, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

"BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED APRIL 5. 2021, AUTHORIZING NORTHTOWN CENTER NORTH END UNDERFLOOR HEAT REPAIR, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $100,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $100,000 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to undertake Northtown Center north end underfloor heat repair, as described in the map, plan and report dated March 2021, prepared by the Town Youth & Recreation Department (2021-2026 Capital Improvement Program Project YR-9A); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $100,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $100,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $100,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

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

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

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

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

DATED: April 5. 2021

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2021-295 : Northtown Center at Amherst - North End Underfloor Heat Repair (Bond Resolution - $100,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2021-295 : Northtown Center at Amherst - North End Underfloor Heat Repair (Bond Resolution - $100,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on April 5. 2021, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of April, 2021.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2021-295 : Northtown Center at Amherst - North End Underfloor Heat Repair (Bond Resolution - $100,000))

AFFIDAVIT OF POSTING

STATE OF NEW YORK)
:ss:
COUNTY OF ERIE)

FRANCINA J. SPOTH, being duly sworn, deposes and says:

That she is and at all times hereinafter mentioned she was the duly elected, qualified and acting Town Clerk of the Town of Amherst, State of New York;

That on _____, 2021, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on April 5. 2021, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

_____
Town Clerk

Subscribed and sworn to before me

this _____ day of April, 2021.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2021-295 : Northtown Center at Amherst - North End Underfloor Heat Repair (Bond Resolution - $100,000))

Attachment: MPR YR-9A Northtown Center North End Underfloor Heat Repair (RES-2021-295 : Northtown Center at Amherst - North End

Town of Amherst
Youth & Recreation Department

Northtown Center at Amherst
North End Underfloor Heat Repair
2021-2026 C.I.P. Project YR-9A

Map, Plan & Report
March 2021

CONTENTS:

- Approved 2021 – 2026 CIP Project YR-9A (approved March 22, 2021) amended from YR-3A
- Funding Structure
- Introductions / Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- SEQR Determination – Type II Action

Prepared by
Town of Amherst Youth & Recreation Department
1615 Amherst Manor Drive
Williamsville, New York 14221
(716) 631-7132

Northtown Center at Amherst
North End Underfloor Heat Repair

Youth & Recreation — *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2021	2022	2023	2024	2025	2026	Total C
YR-1	**Youth and Recreation Vehicles & Equipment:** Replacement of various vehicles and equipment to maintain sports facilities or complexes. *(2018)*		100 LA		100 LA			$200,00
	ATHLETIC & RECREATION FACILITIES / COMMUNITY CENTERS							
YR-1A	**Recreation Facilities Improvements:** Provide funds for affiliated league building improvement requests (restrooms, concessions, etc.) and lobby flooring at the Clearfield Community Center. *(2018)*	1,500 LA 50 X 300 X	250 LA 50 X	250 LA 50 X	250 LA 50 X	250 LA	250 LA	$3,200,0
YR-2A	**Northtown Center Ice Expansion:** Add an additional sheet of ice to expand the Northtown Center to five sheets. *(2016)*			750 LA	9,250 LA			$10,000,(
YR-3A	**Northtown Center Rubber Floor Replacement:** Replace approximately 40,000 sq. ft. of rubber flooring on the first floor at the Northtown Center. *(2019)*	100 LA	100 LA	100 LA	100 LA			$400,00

FUNDING STRUCTURE:

Request authorization to fund $100,000 from project YR-3A in 2021 and create new project YR-9A Northtown Center at Amherst North End Underfloor Heat Repair.

INTRODUCTION / EXISTING CONDITIONS:

The Northtown Center at Amherst, located at 1615 Amherst Manor Drive, originally built in 1997 and completed in 1998, has functioned as a multi-purpose family ice sports center. The ice making plant for the ice surfaces is currently maintained by a private contractor.

The underfloor heating system that prevents the ground below the ice from freezing, expanding and cracking the rink structure has failed. The piping needs to be repaired to prevent permanent damage to the ice surface.

PROPOSED SCOPE OF IMPROVEMENTS:

In order to address the underfloor heating system failure the piping needs to be investigated for cracks. We are proposing the use of an epoxy lining system if the pipes can't be located and dug for repair. Currently the pipes are located approximately 4' below the concrete surface in the north end ice resurfacing room. The hardware and material as outlined will have a projected minimum useful life of 10 years.

The replacements outlined above will be completed in 2021. The above project will be bonded against the Town of Amherst General Fund at a cost of $100,000, financed entirely with serial bonds.

Attachment: MPR YR-9A Northtown Center North End Underfloor Heat Repair (RES-2021-295 : Northtown Center at Amherst - North End

FINANCIAL SUMMARY:

Estimated Purchase Price	$ 99,500
Legal/Administrative	$ 500.00
Project Total	**$ 100,000**

TAXATION SUMMARY:

Total Bond Amount:	$ 100,000
Bond Term:	10 Years
Annual Tax Impacts:	$0.0012 per $1,000 AV (General Fund)
Typical Property Taxation Impact:	$0.2316 per $200,000 home

Attachment: MPR YR-9A Northtown Center North End Underfloor Heat Repair (RES-2021-295 : Northtown Center at Amherst - North End

MEMORANDUM March 17, 2021

TO: Mary-Diana Pouli, Executive Director, Youth & Recreation Department

FROM: Ellen M. Kost, AICP, Assistant Planning Director

RE: SEQR Determination – Northtown Center:
Rubber Floor Replacement
Underfloor Heating Repair
2021-2026 C.I.P. Project Nos. YR-3A & YR-9A

The Planning Department has reviewed the Environmental Assessment Form for the subject projects and has determined them to be Type II actions under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X/Special Projects/SEQR Engineering/Type II Projects/Northtown Center Rubber Floor Replacement & Heating Repair

cc: Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: MPR YR-9A Northtown Center North End Underfloor Heat Repair (RES-2021-295 : Northtown Center at Amherst - North End

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23070 **RESOLUTION 2021-296** **ADOPTED**

License Agreement - 145 San Fernando Lane (Minervini)

TO: **Town Board**

FROM: **Nicole M. Burroughs, Senior Paralegal**

DATE: **March 31, 2021**

RE: **Request for License Agreement**
Installation of In-Ground Pool, Concrete Walkway, Fence and Gate
Property Located At:
145 San Fernando Lane, East Amherst, New York 14051

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement.

The owners of the above-referenced property are seeking permission to construct and install an in-ground pool, concrete walkway, fence and gate that would encroach into an existing Town-owned easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item: April 5th, 2021**)
Tim Lucey, General Crew Chief, Highway Department *(w/attachment)*

4/5/2021
Consent

FINANCIAL IMPACT:

$150.00 - Fee For License Agreement

$80.00 - ECCO Filing Fee

Both fees paid to the Town in one check by homeowners - $230.00

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

Return to: Town of Amherst
Attorney's Office
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST
LICENSE AGREEMENT

THIS AGREEMENT, made as of this _____ day of _____, 2021, between the Town of Amherst, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 5583 Main Street, Williamsville, New York 14221, Party of the First Part hereinafter referred to as the "Town" and

Scott Minervini and Megan L. Minervini
145 San Fernando Lane
East Amherst, New York 14051
SBL: 42.08-4-1

Parties of the Second Part hereinafter referred to as the "Owners."

WITNESSETH:

WHEREAS, the Owners are presently the owners of following described premises:

All of that tract or parcel of land situated in the Town of Amherst, County of Erie, and State of New York, being part of Lot No. 95, Township 12, Range 7 of the Holland Land Company's Survey and further distinguished as Subdivision Lot No. 1 as shown on a map entitled "Golden Gates Subdivision, Phase IV, Part 2," filed in the Erie County Clerk's Office under Cover No. 2868.

It is more commonly known as:

145 San Fernando Lane
East Amherst, New York 14051
SBL: 42.08-4-1

WHEREAS, the Town became the holder of a Public Drainage Easement as shown on the Subdivision Map filed in the Erie County Clerk's Office under Cover No. 2868. Said public drainage easement is shown on the survey attached hereto as Exhibit "A;"

WHEREAS, the Owners are desirous of utilizing a portion of the aforementioned easement area:

Attachment: LicenseAgreementMinervini-033120211103933 (RES-2021-296 : License Agreement - 145 San Fernando Lane (Minervini))

To install an in-ground pool; concrete walkway; fence and gate that will encroach into the existing Public Drainage easement (stormwater detention area) a maximum of ten (10) feet in total;

as shown on a sketch labeled Exhibit "A," attached hereto and made part hereof. Said in-ground pool, walkway and gate are to be constructed in accordance with the guidelines above and as more fully detailed on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the intended use as hereinafter provided does not interfere with the municipal purpose of which said Public Drainage Easement was acquired.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid to the Town, the receipt whereof is hereby acknowledged, and the covenants and promises hereinafter set forth the parties agree as follows:

The Town does hereby grant to the Owners, his/her successors, distributees and assigns a license and/or privilege to install, maintain, and use a portion of the Public Drainage Easement areas as shown on Exhibit "A," subject to the following conditions:

a. There shall not be installed or placed devices, equipment or structures within the said easement area without prior approval of the Town;

b. The use of said license in the Public Drainage Easement area shall not interfere or restrict the operation, maintenance, repair and/or reconstruction of the Public Drainage Facilities;

c. If it becomes necessary to remove said encroachment(s) for the purpose of repair and/or reconstruction of the Public Drainage facility, the cost of the removal and reinstallation of said improvements shall be at the expense of the Owners, his/her successors, distributees and assigns.

d. If at any time the Public Drainage facilities are exposed, unearthed or damaged, the Town shall be promptly notified and allowed inspection of the easement areas.

e. Owners acknowledge and accept all consequences, including, but not limited to, damage to any and all structures/fixtures/assemblies that encroach into the easement area as a result of a high water event.

Attachment: LicenseAgreementMinervini-03312021103933 (RES-2021-296 : License Agreement - 145 San Fernando Lane (Minervini))

The Owners shall defend, indemnify and hold harmless the Town from any and all claims or causes of action arising out of the use and exercise of this agreement.

This Agreement shall commence on the ___ day of April, 2021 and shall terminate one (1) year thereafter.

This Agreement, however, shall automatically extend for one (1) year periods unless the same is cancelled as herein provided.

Either party may cancel this Agreement by giving sixty (60) days written notice to the other of such cancellation and during said sixty (60) days cancellation shall remove said in-ground pool, walkway and gate and shall restore the area to the same condition that existed prior. fence

This Agreement shall ensure to the benefit of the parties, hereto, their successors, distributees, and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same, the day and year first above written.

TOWN OF AMHERST

_____

Brian J. Kulpa
Supervisor

PROPERTY OWNER

Scott Minervini

PROPERTY OWNER

Megan L. Minervini

Attachment: LicenseAgreementMinervini-03312021103933 (RES-2021-296 : License Agreement - 145 San Fernando Lane (Minervini))

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the _____day of _____ in the year 2021 before me, the undersigned, personally appeared, **Brian J. Kulpa,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the 27th day of March in the year 2021 before me, the undersigned, personally appeared, **Scott Minervini** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the 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.

Nilab Hussain
Notary Public

NILAB HUSSAIN
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01HU6405669
COMM. EXP. 03/16/2024

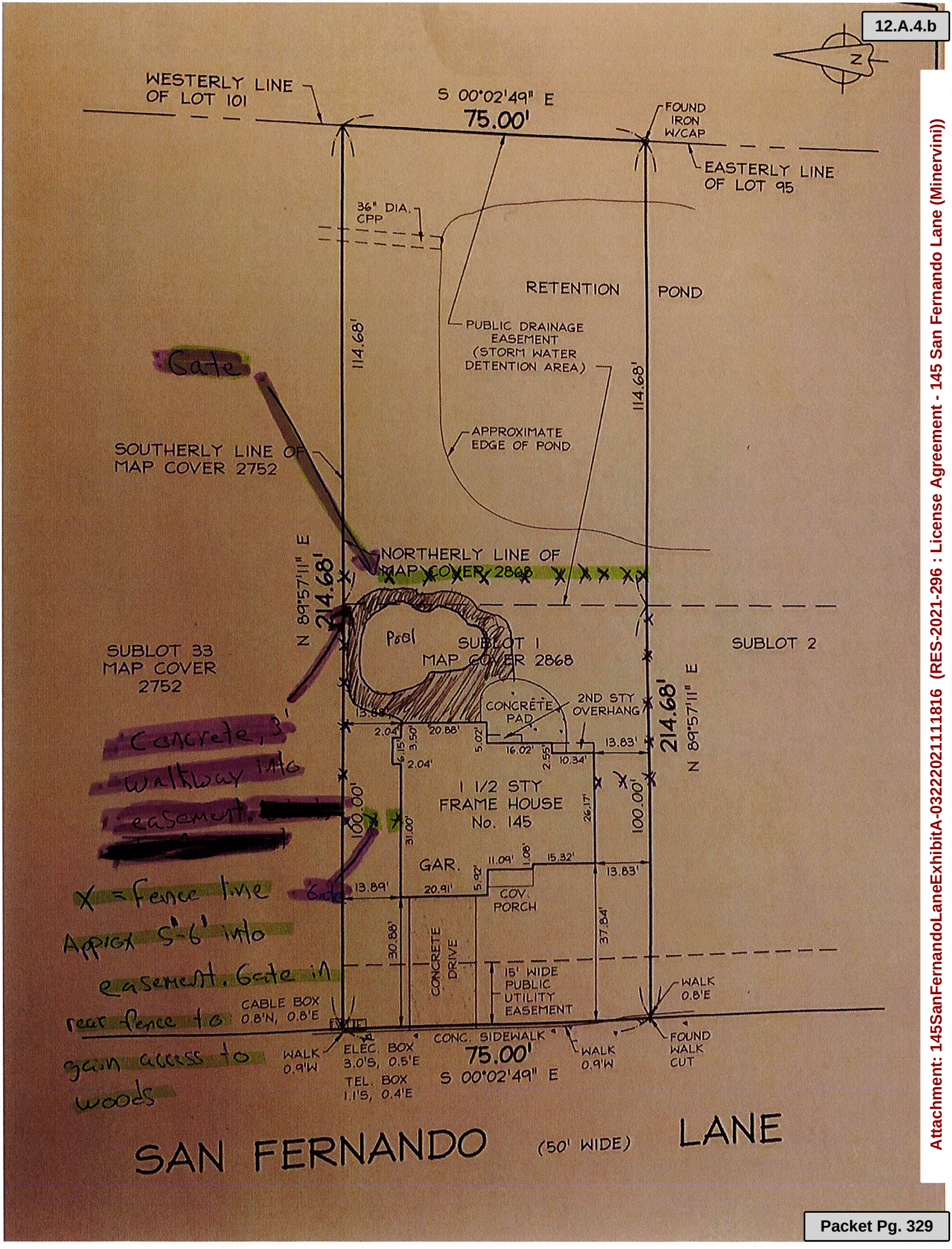
STATE OF NEW YORK }
ERIE COUNTY }SS:

On the 27th day of March in the year 2021 before me, the undersigned, personally appeared, **Megan L. Minervini**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the 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.

Nilab Hussain
Notary Public

NILAB HUSSAIN
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01HU6405669
COMM. EXP. 03/16/2024

Attachment: LicenseAgreementMinervini-03312021103933 (RES-2021-296 : License Agreement - 145 San Fernando Lane (Minervini))



Attachment: 145SanFernandoLaneExhibitA-03222021111816 (RES-2021-296 : License Agreement - 145 San Fernando Lane (Minervini))

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Attorney
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 23095 **RESOLUTION 2021-297** **ADOPTED**

Settlement of Article 7 Tax Certiorari - 5271 Main Street LLC

Kindly adopt a resolution approving the settlement below for the following Article 7 Tax Certiorari case filed in Erie County entitled:

5271 Main Street LLC v. Town of Amherst

5271 Main Street. SBL #80.08-8-1.1
Index#809028/2017;810337/2018;808983/2019; 807608/2020

Current AV is $7,280,000.

17/18, 18/19; 19/20; 20/21 are dismissed;
20/21 & 21/22 are set at $2,518,970 FMV (Amount provides for previous dismissals).
22/23 is set at $5,829,000 FMV.

RPTL 727 applies.

The Senior Deputy Attorney, Assessors Office and Town Clerk are authorized and directed to take all necessary steps to implement this resolution.

4/5/2021
Consent

FINANCIAL IMPACT:

Assessment

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Attorney
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 23097 **RESOLUTION 2021-298** **ADOPTED**

Settlement of Article 7 Tax Certiorari - Northwest Savings Bank

Kindly adopt a resolution approving the settlement below for the following Article 7 Tax Certiorari case filed in Erie County entitled:

Northwest Savings Bank v. Town of Amherst

3150 Sheridan Drive. SBL #67.06-2-23
Index#807790/2020

Current AV is $1,130,000.

20/21 is dismissed.
21/22; 22/23 and 23/24 are set at $928,000.

RPTL 727 applies.

The Senior Deputy Attorney, Assessors Office and Town Clerk are authorized and directed to take all necessary steps to implement this resolution.

4/5/2021
Consent

FINANCIAL IMPACT:

Assessment

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Attorney
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 23101 **RESOLUTION 2021-299** **ADOPTED**

Settlement of Article 7 Tax Certiorari - Sher Bail Associates LLC

Kindly adopt a resolution approving the settlement below for the following Article 7 Tax Certiorari case filed in Erie County entitled:

Sher Bail Associates LLC v. Town of Amherst

3920 Sheridan Drive. SBL #67.07-6-6.1
Index#807790/2020

Current AV is $14,000,000.

20/21 is dismissed.
21/22; 22/23 and 23/24 are set at $13,600,000.

RPTL 727 applies.

The Senior Deputy Attorney, Assessors Office and Town Clerk are authorized and directed to take all necessary steps to implement this resolution.

4/5/2021
Consent

FINANCIAL IMPACT:

Assessment

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Attorney
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 23103 **RESOLUTION 2021-300** **ADOPTED**

Settlement of Article 7 Tax Certiorari - Sutton Place of Amherst LLC

Kindly adopt a resolution approving the settlement below for the following Article 7 Tax Certiorari case filed in Erie County entitled:

Sutton Place of Amherst LLC v. Town of Amherst

102-Traver Cir. SBL #26.03-2-7 Index#808977/2019, 806843/2020

Current AV is $10,042,000.

19/20 is dismissed;
20/21 & 21/22 is set at $9,009,000 AV.

The Senior Deputy Attorney, Assessors Office and Town Clerk are authorized and directed to take all necessary steps to implement this resolution.

4/5/2021
Consent

FINANCIAL IMPACT:

Assessment

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 23078 **RESOLUTION 2021-301** **ADOPTED**

Budget Transfers and Amendments

For April 5, 2021 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 3/31/2021
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 - 2021

FROM: ***TO:***

BUDGET AMENDMENTS - 2021

INCREASE: ***INCREASE:***

N2023.02785 CDBG & VG - PI $100.00 N2023.4000 Contractual $100.00
To recognize Community Development program income from 299 Harding Road, Williamsville.

N2044.02785 Cheektowaga Home Rehab - PI $29,250.00 N2044.4000 Contractual $29,250.00
N2049.02785 Cheektowaga Home Admin- PI $3,250.00 N2049.4003 Admin Fee $3,250.00
To recognize Community Development program income from 64 Randolph Ave, Cheektowaga.

N2050.02785 Tonawanda Home - PI $5,000.00 N2050.4000 Contractual $5,000.00
To recognize Community Development program income from 190 Newell Ave, Tonawanda.

N2044.02785 Cheektowaga Home Rehab - PI $11,920.55 N2044.4000 Contractual $11,920.55
N2049.02785 Cheektowaga Home Admin- PI $1,324.50 N2049.4003 Admin Fee $1,324.50
To recognize Community Development program income from 92 Currier Ave, Cheektowaga.

N2044.02785 Cheektowaga Home Rehab - PI $2,592.00 N2044.4000 Contractual $2,592.00
N2049.02785 Cheektowaga Home Admin- PI $288.00 N2049.4003 Admin Fee $288.00
To recognize Community Development program income from 66 Hillpine Dr, Cheektowaga.

N0001.20063 CDBG Income $4,190.00 N1521.4000 Contractual $4,190.00
To recognize Community Development drawdowns for PO 22123555.

4/5/2021
Consent

FINANCIAL IMPACT:

N/A - CDBG and Home Funds

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23077 **RESOLUTION 2021-302** **ROLL CALL VOTE (ADOPTED)**

Award Bid #2021005 - Adulticides and Pesticides - CRS #2534, 2535, 2536 & 2537

WHEREAS, bids were received by the Contract Compliance & Administration Department on March 18, 2021 for Bid #2021005 Adulticides and Pesticides; and

WHEREAS, four (4) vendors submitted bids, as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, that bid items be awarded as follows: Adapco LLC (CRS #2534) - Items 11, 12, 13, 15, 21, 22 & 23; Veseris (CRS #2535) - Items 2, 3, 4, 5, 9 & 20; Clarke Mosquito Control (CRS #2536) - Items 2, 3, 4, 5, 8, 14, 16, 17, 18, 19 & 20; and Summit Chemical (CRS #2537) - Items 6, 7 & 10; and

BE IT FURTHER RESOLVED, that all vendors deliver via third party shipping companies and will not be on Town property, so we are requesting an insurance waiver; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Adapco LLC, Veseris, Clark Mosquito Control and Summit Chemical; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the contract routing system due to the current contracts expiring on April 5, 2021.

4/5/2021
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and approved via Roll Call vote 4-1 (nay, Bucki).

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Councilmember
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

Town of Amherst
Bid #2021005 Adulticides and Pesticides

= Low Bidder

			Vendor Name:	ADAPCO, LLC			Veseris			Clarke Mosquito Control			Summit Chemical		
Item #	Quan.	U/M		Unit Price	Pkg. Info	Total	Unit Price	Pkg. Info.	Total	Unit Price	Pkg. Info.	Total	Unit Price	Pkg. Info	Total
1	30	Container	Malathion 5 lb. spray 0,0 - dimethyl dithiophosphate of diethyl mercaptosuccinate Active ingredient 57% - To be supplied in 1 gallon or 2.5 gallon containers			No Bid			No Bid			No Bid			No Bid
2	2	Case	Altosid (Methoprene) Briquets (R-S) - Methoprene:[Isopropyl(E,E,)-11-methoxy-3,7,11-trimethyl-2, 4-dodecadienoate] (Dry weight basis) 8.62% - To be supplied in 400 briquets per case			No Bid	$480.00	400/case	$960.00	$480.00	400/case	$960.00			No Bid
3	25	Case	Altosid (Methoprene) Briquets (Extended Release)(S)-Methoprene:[Isopropyl(2E,4E,7S)-11-methoxy-3,7,11-trimethyl-2, 4-dodecadienoate] (Dry weight basis) 2.1% - To be supplied in 220 briquets per case			No Bid	$759.00	220/case	$18,975.00	$759.00	220/case	$18,975.00			No Bid
4	1	Container	Altosid (Methoprene) Pellets (S)-Methoprene:[Isopropyl(2E,4E,7S)-11-methoxy-3,7,11-trimethyl-2, 4-dodecadienoate] (Dry weight basis) 4.25% - To be supplied in 22 lb. containers			No Bid	$1,124.20	2 jugs per case	$1,124.20	$1,124.20	(2) 22 lb. containers per case	$1,124.20			No Bid
5	8	Container	Altosid (Methoprene) Liquid Larvicide (S)-Methoprene[Isopropyl(2E,4E,7S)- 11-methoxy-3,7,11-trimethyl-2, 4-dodecadienoate] Methoprene 5% Inert Ingredients 95% - To be supplied in 1 gallon containers			No Bid	$264.45	4 gallons per case	$2,115.60	$264.45	(4) 1 gallon containers per case	$2,115.60			No Bid
6	110	Case	Bactimos Briquets Bacillus thuringiensis Berliner var.israelensis Serotype H-14, International Toxic Units (ITU) per milligram Active ingredient (Dry weight basis) 10.31% - To be supplied in 100 briquets per case			No Bid	$88.13	100 per case	$9,694.30	$124.00	100/case	$13,640.00	$75.00	100 briquets per case	$8,250.00
7	1	Bag	Aquabac Granules Bacillus thuringiensis subsp. Israelensis - D21Active Toxin 2.86% Inert ingredients 97.14% - To be supplied in 40 lb. bags			No Bid			No bid			No Bid	$60.00	40 lb. bag	$60.00
8	25	Container	Permethrin 10 EC Active ingredients Permethrin 10%Inert ingredients 90% Permethrin: (3-phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2 - dimethyl cyclopropanecarboxylate - To be supplied in 1 gallon or 2.5 gallon containers			No Bid			No Bid	$167.54	(2) 2.5 gallon containers per case	$4,188.50			No Bid
9	1	Container	Lambda 9.7 CS-Lambda-cyhalothrin [1 a (S*),3a (Z)]-(+)-cyano-(3-phenoxphenyl) Methyl-3-(2-chloro-3,3,3-trifluoro-1-propenyl)-2,2-dimethylcyclopropanecarboxylate 9.7%, other 90.3% - To be suplied in 1 quart bottles	$94.97	6x1 quart per case	$94.97	$62.14	1 quart	$62.14			No Bid			No Bid
10	1	Bag	VectoBac G Bacillus thuringiensis subsp. Israelensis 200 International Toxic Units (ITU) per mg 2.8% Inert ingredients 97.2% - To be supplied in 40 lb. bags	$80.00	40 lb. bag	$80.00			No Bid			No Bid	$60.00	40 lb. bag	$60.00

Attachment: Bid Analysis 2021005 Adulticides and Pesticides (RES-2021-302 : Award Bid #2021005 - Adulticides and Pesticides - CRS #2534,

			Vendor Name:	ADAPCO, LLC			Veseris			Clarke Mosquito Control			Summit Chemical		
Item #	Quan.	U/M		Unit Price	Pkg. Info	Total	Unit Price	Pkg. Info.	Total	Unit Price	Pkg. Info.	Total	Unit Price	Pkg. Info	Total
11	1	Container	VectoLex WDG Bacillus sphaericus 2362, Serotype H5a/5b, strain ABTS 1743, Dried Concentrate 51.2%w/w Inert Ingredients 48.8%w/w - To be supplied in 1 lb. containers	$1,628.64	Price per case; no other detail given	$1,628.64			No Bid			No Bid			No Bid
12	60	Container	Aquabac XT Liquid Bacillus thuringiensis var israelensis 1200 International Toxic Units per mg 8% Inert ingredients 92% - To be supplied in 2.5 gallon containers	$86.98	2x2.5 gallons per case	$5,218.50	$88.22	2x2.5 gallons per case	$5,293.20			No Bid			No Bid
13	1	Bag	VectoLex WSP Bacillus sphaericus 2362, Serotype H5a/5b, strain ABTS 1743 Technical Powder 7.5% Inert ingredients 92.5% - To be supplied in cases of 800 water soluble pouches	$710.70	800 pouches per case	$710.70			No Bid			No Bid			No Bid
14	3	Case	FourStar Briquets Sustained Release 45 Day Microbial Briquets Bacillus sphaericus 2362, Serotype H5a5b (Bs)/Bacillus thuringiensis subsp. Israelensis (Bti) Bs 6%, Bti 1%, other 93% - To be supplied in 200 briquets per case			No Bid			No Bid	$290.00	200/case	$870.00			No Bid
15	5	Case	VectoBac DT-Bacillus thuringiensis, subsp. Israelensis, strain AM 65-52 Bti) 37.4%, other 62.6% - To be supplied in cases of 400 bottles (50 tablets per bottle)	$5,000.00	50 tablet per bottle, 400 bottes per case	$25,000.00			No Bid			No Bid			No Bid
16	2	Case	Four Star Briquets Sustained Release 90 Day Microbial Briquets Bacillus sphaericus 2362, Serotype H5a5b (Bs)/Bacillus thuringiensis subsp. Israelensis (Bti) Bs 6%, Bti 1%, other 93% - To be supplied in 200 briquets per case			No Bid			No Bid	$482.00	200/case	$964.00			No Bid
17	1	Case	FourStar Briquets Sustained Release 180 Day Microbial Briquets Bacillus sphaericus 2362, Serotype H5a5b (Bs)/Bacillus thuringiensis subsp. Israelensis (Bti) Bs 6%, Bti 1%, other 93% - To be supplied in 200 briquets per case			No Bid			No Bid	$752.00	200/case	$752.00			No Bid
18	3	Case	FourStar Bti Briquets Sustained Release 45 Day Microbial Briquets Bacillus thuringiensis subsp. Israelensis (Bti) Bti 7%, other 93% - To be supplied in 200 briquets per case			No Bid			No Bid	$290.00	200/case	$870.00			No Bid
19	1	Case	Four Star Bti Briquets Sustained Release 150 Day Microbial Briquets Bacillus thuringiensis subsp. Israelensis (Bti) Bti 7%, other 93% - To be supplied in 200 briquets per case			No Bid			No Bid	$752.00	200/case	$752.00			No Bid
20	2	Bag	Duplex – G; Bacillus thuringiensis subsp. Israelensis (Bti), (S)-Methoprene; BTI 5.35%, Methoprene 1.6%, other 93.05% - To be supplied in 40 lb. bags			No Bid	$575.60	40 lb bag	$1,151.20	$575.60	40 lb. bag	$1,151.20			No Bid

Attachment: Bid Analysis 2021005 Adulticides and Pesticides (RES-2021-302 : Award Bid #2021005 - Adulticides and Pesticides - CRS #2534,

			Vendor Name:	ADAPCO, LLC			Veseris			Clarke Mosquito Control			Summit Chemical		
Item #	Quan.	U/M		Unit Price	Pkg. Info	Total	Unit Price	Pkg. Info.	Total	Unit Price	Pkg. Info.	Total	Unit Price	Pkg. Info	Total
21	3	Bag	VectoPrime FG-Bacillus thuringiensis, subsp. Israelensis, strain AM 65-52 (BTI)/(S)-methoprene; Bti 6.07%, Methoprene 0.10%, other 93.83% - To be supplied in 40 lb. bags	$158.00	40 lb bag	$474.00			No Bid			No Bid			No Bid
22	20	Container	VectoBac 12AS-Bacillus thuringiensis, subsp. Israelensis, strain AM 65-52 (BTI) 11.61%, other 88.39% - To be supplied in 2.5 gallon containers	$86.98	2x2.5 gallons per case	$1,739.50			No Bid			No Bid			No Bid
23	5	Case	VectoMax WSP-Bacillus sphaericus 2362, Serotype H5a5b, strain ABTS 1743 (Bs)/Bacillus thuringiensis, subsp. Israelensis Serotype H-14, Strain AM 65-52 (Bti); Bs 2.7%, Bti 4.5%, other 92.8% - To be supplied in cases of 800 water soluble pouches	$1,400.00	800 wsp per case	$7,000.00			No Bid			No Bid			No Bid
24	1	Container	Pyronyl Crop Spray – Pyrethrins 6%, Piperonyl Butoxide (butylcarbityl) (propylpiperonyl) ether and related compounds 60%, other 34% - To be supplied in 1 gallon containers			No Bid			No Bid			No Bid			No Bid

NOTES:

ADAPCO: Line item 9 - sold in cases of 6 quarts

Clarke Mosquito: Line item #8 - also priced (1) gallon containers at (4) per case at price of $730/case; line item 20 - total submitted as $1150.00 but calculates to $1151.20

Summit: Line Item#7 - Aquabac Granules crossed out and replaced with Summit BTI Granules; Line Item #10 - VectoBacC is crossed out and replaced with Summit BTI Granules

Attachment: Bid Analysis 2021005 Adulticides and Pesticides (RES-2021-302 : Award Bid #2021005 - Adulticides and Pesticides - CRS #2534,

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23090 **RESOLUTION 2021-303** **ADOPTED**

2021-2026 CIP Amendment

The Engineering Department is recommending amendment of the 2021-2026 CIP for the below projects in the amounts shown in the table below. This amendment will allocate adequate funding for an emergency waterline replacement project not currently in the CIP.

CIP No.	Project Description	Amended/ Current Allocations	Amend To
E-20	Red Oak Drive Waterline Replacement	$300,000	$265,000
E-21	Robinhill Road & Swanson Terrace Waterline Replacement	$700,000	$610,000
E-43 (New)	Sweet Home Road Waterline Replacement	$0	$125,000
	Total	**$1,000,000**	**$1,000,000**

Please approve this amendment to the 2021-2026 CIP and reassign the funding identified above. Please note that the above request is a budget neutral amendment.

4/5/2021
Consent

FINANCIAL IMPACT:

Budget Neutral

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23091 **RESOLUTION 2021-304** **ADOPTED**

Lift Station Generator Repair & Maintenance Contract Extension CRS No. 2526

The Engineering Department, WPCF division, is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with FM Generator, Inc. The terms and conditions within Town of Amherst Bid 2018033 Lift Station Generator Repair and Maintenance shall remain the same. This extension would run from date of execution by the Town of Amherst through January 09, 2023.

Funding is available Town-wide using various accounts.

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

Thank you for considering this request.

4/5/2021
Consent

FINANCIAL IMPACT:

TBD

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

AGREEMENT

Let this document stand as an Agreement between FM Generator, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with FM Generator, Inc. This extension would be for an additional (2) year period. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2018033 Lift Station Generator Repair and Maintenance shall remain the same. The term of this contract extension will be from date of execution by the Town of Amherst through January 09, 2023.

Agreed to and Accepted by:

FM GENERATOR, Inc.

By: _____
Signature

Printed name

President
Title

Date: 3/23/2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: generator agreement (RES-2021-304 : Lift Station Generator Repair & Maintenance Contract Extension)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23092 **RESOLUTION 2021-305** **ADOPTED**

Tabware Software Maintenance & Support Renewal CRS 2488

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. This vendor is a sole source provider of this service for this software product. 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, 2021 through May 05, 2022. 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 has successfully completed the contract review process.

Funds for this request are available in G9916-4110.

Thank you for considering this request.

4/5/2021
Consent

FINANCIAL IMPACT:

$7,646.19; G9916-4110

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

AGREEMENT

Let this document stand as an Agreement between AssetPoint LLC and the Town of Amherst permitting the Town of Amherst to purchase TabWare licensing and associated software maintenance to the attached renewal. The term of this contract will be from date of execution by the Town of Amherst through May 05, 2022.

Agreed to and Accepted by:

ASSETPOINT, LLC

By: Katherine Dunn
katherine.dunn@aptean.com
Signature
Katherine Dunn
Printed name
VP, General Counsel
Title
Date: Mar 15, 2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor
Date: _____

Attachment: AssetPoint Agreement (RES-2021-305 : Tabware Software Maintenance & Support Renewal)

aptean

Town of Amherst Water Pollution Control



Attachment: AssetPoint Agreement (RES-2021-305 : Tabware Software Maintenance & Support Renewal)

ORDER FORM

This Order Form, together with the Master TabWare Onsite (TOS) Concurrent User License (CUL) dated April 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. This Order Form is dated and effective as of the last date entered in the signature block below (the "Effective Date"). In case of any conflict between the Agreement and this Order Form, the terms and conditions on the Order Form shall control.

Licensor Representative: Mohammed Samad	Customer Representative: ~~Michael Pooliniski~~

Customer Billing Information:		Customer Shipping Information:	
Name:	~~Michael Pooliniski~~ Crystal Russell	Name:	~~Michael Pooliniski~~ Gregory Struzik
Address:	455 Tonawanda Creek Road Amherst, New York 14228 United States	Address:	455 Tonawanda Creek Road Amherst, New York 14228 United States
Phone:	716-691-9771 crussell@amherst.ny.us	Phone:	716-691-9771 gstruzik@amherst.ny.us
Email:	~~mpooliniski@amherst.ny.us~~	Email:	~~mpooliniski@amherst.ny.us~~
Fax:	716-691-4496	Fax:	716-691-4496
End User:			

A. Invoicing and Payment Terms

1. Do not pay from this Order Form. Licensor will invoice Customer upon execution of this Order Form for the fees set forth below plus applicable taxes.
2. Customer shall pay Licensor Net 30 days from the date of invoice. In case of late payment, Customer may be subject to a late fee up to 1.5% per month.
3. If applicable, maintenance service fees after the initial term will be invoiced Annually.
4. Licensor has a NO REFUND policy.

B. Additional Terms:

1 Hosting, License, Subscription Services and Maintenance Renewal Terms:

1.1 Customer understands that, if a Software product is not listed in this Order Form, then any such non-listed Software product is neither subject to nor included in the amounts listed in the pricing, and additional fees shall apply for any such non-listed software. Customer may not reduce the number of licenses covered. In exceptional cases, Licensor may agree to decommission subject to Customer paying a reduction fee.

1.2 If Customer licenses additional Software products during the Commitment Period, the Customer hereby agrees to renew the Term for any such additional Software products.

1.3 Upon expiration of any term set forth below, the corresponding Maintenance Services, Hosting Services, Subscription Services and/or term license shall automatically renew for successive one-year periods, unless Customer provides Licensor with at least ninety (90) days' advance written notice prior to the expiration of the then-current term that such party desires not to renew. Licensor shall invoice Customer on an annual basis, in advance, for each annual renewal

Attachment: AssetPoint Agreement (RES-2021-305 : Tabware Software Maintenance & Support Renewal)

period. Fees for all annual renewal periods will be due within thirty (30) days of receipt of the corresponding invoice or the day prior to the contract renewal date, whichever is sooner, and all such payments are non-refundable.

2 Customer's acceptance of the Subscription Services or Software licensed hereunder is as delivered, with no expectation that Licensor would customize or modify the Subscription Services or Software for the Customer's specific business requirements unless agreed to in writing and signed by both parties.

3 This Order Form, together with the Agreement, constitutes the entire agreement and supersedes all prior agreements (verbal or written) between the parties with respect to the subject matter hereof.

4 If a party executes this Order Form via electronic signature, then such electronic signature shall be deemed to be such party's original signature for all purposes. The exchange of copies of this Order Form and of the signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Order Form as to the parties and may be used in lieu of the original Order Form for all purposes.

RENEWAL TERM PRODUCTS

Product	License Metric	QTY
TabWare Technician Named User	Users	2.00
Linked Document Printing	# of Desktops	1.00
TabWare Analytics Designer Named User	Users	1.00
Crossroads Premium: Equipment Monitoring	Site	1.00
WebServer (Test Professional)	# of environments	1.00
TabWare Work Requester	# of plants	1.00
WebServer (Production Professional)	# of environments	1.00
TabWare Concurrent User	Users	9.00
TU Tutorial	Manual	1.00
	RENEWAL TERM PRODUCTS TOTAL:	USD 7,646.19

TERM MAINTENANCE

Start Date	End Date	Year of Commitment Period	Price
May 6, 2021	May 5, 2022	1	USD 7,646.19

Attachment: AssetPoint Agreement (RES-2021-305 : Tabware Software Maintenance & Support Renewal)

Signatures Required:

Town of Amherst Water Pollution Control	AssetPoint LLC
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
PO #:	
Tax Exempt #:	

Attachment: AssetPoint Agreement (RES-2021-305 : Tabware Software Maintenance & Support Renewal)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23093 **RESOLUTION 2021-306** **ADOPTED**

Sodium Bisulfate Contract Extension CRS 2527

The Engineering Department, WPCF division, is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PVS Chemical Solutions, Inc. The terms and conditions within Town of Amherst Bid 2017032 Sodium Bisulfate shall remain the same. This extension would run from date of execution by the Town of Amherst through November 21, 2021.

Funds for this request are available in G9916-4820

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

Thank you for considering this request.

4/5/2021
Consent

FINANCIAL IMPACT:

TBD; G9916-4820

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

AGREEMENT

Let this document stand as an Agreement between PVS Chemical Solutions, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with PVS Chemical Solutions, Inc. to supply Sodium Bisulfite as requested. This extension would be for an additional (1) year period. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2017032 Sodium Bisulfite shall remain the same. The term of this contract extension will be from date of execution by the Town of Amherst through November 20, 2021.

Agreed to and Accepted by:

PVS Chemical Solutions, Inc.

By: _____
Signature

Milisav Bulatovic
Printed name

Treasurer
Title

Date: October 20, 2020

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: PVS Chemical Agreement (RES-2021-306 : Sodium Bisulfate Contract Extension)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23094 **RESOLUTION 2021-307** **ADOPTED**

Amherst Police & Court HVAC System Improvements - Phase IV Change Order No. 2 & Final CRS 2500

We are requesting the Town Board consider approval of the above referenced Change Order, which increases the overall contract amount by $2,879.32. This change order is required to repair and replace several existing smoke dampers that were to remain and be retrofitted with electric actuators but were ultimately found to be non-operational. This change order will also provide for a final quantities materials adjustment for this project.

Funding is available for this change order from the project bond account KP2006.4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

4/5/2021
Consent

FINANCIAL IMPACT:

KP2006-4972; $2,879.32

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

Change Order

PROJECT: *(Name, address and Project File No.)*
Amherst Police & Court HVAC System Improvements – PH 4
Town of Amherst Job No. 2015.036C

CHANGE ORDER NUMBER: 2
DATE: 03/23/21

TO CONTRACTOR: *(Name and address)*
Parise Mechanical, Inc
1106 Sheridan Drive
Tonawanda, NY 14150

The Contract is changed as follows:
(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

Remove and replace fie/smoke damper assembly

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$	458,500.00
The net change by previously authorized Change Orders	$	954.73
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was	$	459,454.73
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be **(increased)** ~~(decreased)~~ ~~(unchanged)~~ by this Change Order in the amount of	$	2,879.32
The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be	$	462,334.05
The Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged)		
The date of Substantial Completion as of the date of this Change Order therefore is		Unchanged

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive).

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

C.J. Brown Energy, P.C.	**Parise Mechanical, Inc.**	**Town of Amherst**
ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER
4245 Union Rd., Suite 204	**1106 Sheridan Drive**	**5583 Main St.,**
Buffalo, NY 14225	**Tonawanda, NY 14150**	**Williamsville, NY 14221**
ADDRESS	ADDRESS	ADDRESS
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
Joseph W. Daham, PE, Principal	**Samuel A. Parise, President**	**Brian J. Kulpa, Supervisor**
(*Typed name*)	(*Typed name*)	(*Typed name*)
3/23/21	3/24/21	
DATE	DATE	DATE

Attachment: APD HVAC Phase 4 Change Order (RES-2021-307 : Amherst Police & Court HVAC System Improvements - Phase IV Change Order

Parise Mechanical Inc.
1106 Sheridan Drive • Tonawanda, NY 14150 • Phone: 694.4900 • Fax: 694.7988

CHANGE ORDER

DATE: 3/19/21

PROJECT: Amherst Police and Courts

REQUEST FROM:

REPLY (email):

Parise Mechanical Change Order #2
Title: Repair (4) Existing smoke/fire dampers

DRAWING NO.

Response Requested By:

Time & Materials Breakdown:

7 hours @ $93.60 =	655.20
Truck and Lubricants	65.00
Remove and Replace complete smoke/fire damper assembly with sheet metal demolition and transitions 4 hours @ 93.60 =	374.40
UL Damper assembly, Sheetmetal Materials & Consumables	1,285.00
	2,379.60
10% Overhead	237.96
	2,617.56
10% Profit	261.76
	2,879.32

Final Total $2,879.32

Attachment: APD HVAC Phase 4 Change Order (RES-2021-307 : Amherst Police & Court HVAC System Improvements - Phase IV Change Order

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23096 **RESOLUTION 2021-308** **ADOPTED**

Award of Bid - Highway Department Sale of Surplus Asphalt Millings American Paving & Excavating, Inc.

Upon direct solicitation of more than 30 vendors, three (3) sealed bids were received on March 25, 2021, for the above referenced project. After review of the bid, we recommend award of the contract to American Paving & Excavating, Inc., 5880 Thompson Rd., Clarence Center, NY 14032, based on their bid of $16,800.00 for the purchase and removal of 14,000 tons of millings from the Highway Department.

Monies received from the sale of these millings is to be deposited into the Highway Millings Revenue account number D5112-02651.

May I please have your approval to award American Paving & Excavating, Inc. the above referenced contract?

Thank you for considering this request.

4/5/2021
Consent

FINANCIAL IMPACT:

$16,800.00; D5112-02651

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

Sale of Surplus Asphalt Millings

Bid Tabulation / March 25, 2021

T.O.A. Job No. 2021.013

No.	Bidder	Bid Bond (Y / N)	Total Bid
1	American Paving & Excavating, Inc.	Yes	$16,800.00
2	APM of WNY, LLC	Yes	$15,200.00
3	County Line Stone Co., Inc.	Yes	$14,000.25

Attachment: Sale of Surplus Millings Bid Tab (RES-2021-308 : Award of Bid - Highway Department Sale of Surplus Asphalt Millings)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23098 **RESOLUTION 2021-309** **ADOPTED**

Award of Bid - 2021 Asphalt Milling, Paving and Repair Contract D & H Paving, LLC

On March 25, 2021, six (6) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation and bid evaluation section projected cost estimate, we recommend that D&H Paving, LLC, 485 Kennedy Rd., Cheektowaga, NY 14227, be awarded all of the attached unit cost bid items; Items 1.1 - 1.7, 2.1 - 2.4A, 3.1 - 3.3. The above contract shall be effective from execution through December 31, 2021.

Funds are available for this contract from various townwide accounts in an amount to be determined.

Please authorize the Supervisor to sign the above contract with D&H Paving, LLC.

4/5/2021
Consent

FINANCIAL IMPACT:

Townwide; Various

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

Asphalt Milling, Paving & Repair

Bid Tabulation / March 25, 2021 / TOA Project No. 2021.012

Bidder		D&H Paving	J&D Seal Tech, Inc.	Milherst Construction	Amherst Paving	Thomann Asphalt	American Paving
Bid Bond (Y / N)		Yes	Yes	Yes	Yes	Yes	Yes
Bid Evaluation Section	**Quantity**						
Item No. 1.3 Mill over 3,000 SY (up to 2" in depth) [Weekday]	6,000 sq. yds.	$2.00 $12,000.00	$1.84 $11,040.00	$2.90 $17,400.00	$3.00 $18,000.00	$2.17 $13,020.00	$4.00 $24,000.00
Item No. 1.4 each added 1-inch of depth over 2-inches [Weekday]	6,000 sq. yds.	$0.10 $600.00	$0.40 $2,400.00	$0.38 $2,280.00	$0.30	$0.28 $1,680.00	$0.50 $3,000.00
Item No. 1.5 Pave Type 3 Binder [Weekday]	556 Tons	$75.00 $41,700.00	$76.00 $42,256.00	$85.00 $47,260.00	$84.25 $46,843.00	$89.40 $49,706.40	$110.00 $61,160.00
Item No. 1.6 Pave Type 7F Top [Weekday]	347 Tons	$80.00 $27,760.00	$87.00 $30,189.00	$96.00 $33,312.00	$99.60 $34,561.20	$114.75 $39,818.25	$120.00 $41,640.00
Item No. 2.4 Rebuilding over 400 SY [Weekday]	1,000 sq. yds.	$48.00 $48,000.00	$45.00 $45,000.00	$37.00 $37,000.00	$49.00 $49,000.00	$56.00 $56,000.00	$70.00 $70,000.00
Bid Evaluation Section Total		$130,060.00	$130,885.00	$137,252.00	$148,404.20	$160,224.65	$199,800.00

Unit Item Bid Section		Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
Option 1: Asphalt Milling & Resurfacing							
Item No. 1.1 Mill under 3,000 SY (up to 2" in depth) [Weekday]		$2.00 per SY	$2.24 per SY	$4.70 per SY	$4.10 per SY	$3.25 per SY	$6.00 per SY
Item No. 1.1A Mill under 3,000 SY (up to 2" in depth) [Saturday]		$2.80 per SY	$3.00 per SY	$5.40 per SY	$4.60 per SY	$3.70 per SY	$7.50 per SY
Item No. 1.2 Mill under 3,000 SY (each added 1" of depth over 2") [Weekday]		$0.10 per SY	$0.40 per SY	$0.38 per SY	$0.40 per SY	$0.30 per SY	$0.75 per SY
Item No.1.2A Mill under 3,000 SY (each added 1" of depth over 2") [Saturday]		$0.20 per SY	$1.02 per SY	$0.43 per SY	$0.50 per SY	$0.31 per SY	$1.25 per SY
Item No. 1.3 Mill over 3,000 SY (up to 2" in depth) [Weekday]		$2.00 per SY	$1.84 per SY	$2.90 per SY	$3.00 per SY	$2.17 per SY	$4.00 per SY
Item No. 1.3A Mill over 3,000 SY (up to 2" in depth) [Saturday]		$2.80 per SY	$2.48 per SY	$3.40 per SY	$3.60 per SY	$2.28 per SY	$5.50 per SY
Item No. 1.4 Mill over 3,000 SY (each added 1" of depth over 2") [Weekday]		$0.10 per SY	$0.40 per SY	$0.38 per SY	$0.30 per SY	$0.28 per SY	$0.50 per SY
Item No. 1.4A Mill over 3,000 SY (each added 1" of depth over 2") [Saturday]		$0.20 per SY	$1.29 per SY	$0.43 per SY	$0.40 per SY	$0.29 per SY	$0.75 per SY
Item No. 1.5 Pave Type 3 Binder [Weekday]		$75.00 per Ton	$76.00 per Ton	$85.00 per Ton	$84.25 per Ton	$89.40 per Ton	$110.00 per Ton
Item No. 1.5A Pave Type 3 Binder [Saturday]		$80.00 per Ton	$80.33 per Ton	$95.00 per Ton	$104.25 per Ton	$94.65 per Ton	$145.00 per Ton
Item No. 1.6 Pave Type 7F Top [Weekday]		$80.00 per Ton	$87.00 per Ton	$96.00 per Ton	$99.60 per Ton	$114.75 per Ton	$120.00 per Ton
Item No. 1.6A Pave Type 7F Top [Saturday]		$85.00 per Ton	$93.00 per Ton	$103.00 per Ton	$110.60 per Ton	$123.50 per Ton	$155.00 per Ton
Item No. 1.7 Furnish & Install composite riser rings (24" dia. Manhole - typ.)		$200.00 per 1" Ring	$200.00 per 1" Ring	$240.00 per 1" Ring	$275.00 per 1" Ring	$250.00 per 1" Ring	$75.00 per 1" Ring

Attachment: Asphalt Milling Bid Tab (RES-2021-309 : Award of Bid - 2021 Asphalt Milling, Paving and Repair Contract)

Option 2:
Asphalt Rebuilding

Item No. 2.1 Rebuilding from 1 to 99 SY [Weekday]		$63.00 per SY	$62.58 per SY	$83.00 per SY	$64.00 per SY	$112.00 per SY	$100.00 per SY
Item No. 2.1A Rebuilding from 1 to 99 SY [Saturday]		$75.00 per SY	$118.58 per SY	$100.00 per SY	$80.00 per SY	$123.00 per SY	$125.00 per SY
Item No. 2.2 Rebuilding from 100 to 200 SY [Weekday]		$60.00 per SY	$56.00 per SY	$73.00 per SY	$51.00 per SY	$99.50 per SY	$90.00 per SY
Item No. 2.2A Rebuilding from 100 to 200 SY [Saturday]		$72.00 per SY	$73.82 per SY	$88.00 per SY	$65.00 per SY	$107.00 per SY	$115.00 per SY
Item No. 2.3 Rebuilding from 201 to 400 SY [Weekday]		$55.00 per SY	$59.48 per SY	$65.00 per SY	$51.00 per SY	$80.50 per SY	$80.00 per SY
Item No. 2.3A Rebuilding from 201 to 400 SY [Saturday]		$67.00 per SY	$66.77 per SY	$75.00 per SY	$58.00 per SY	$88.00 per SY	$105.00 per SY
Item No. 2.4 Rebuilding over 400 SY [Weekday]		$48.00 per SY	$45.00 per SY	$37.00 per SY	$49.00 per SY	$56.00 per SY	$70.00 per SY
Item No. 2.4A Rebuilding over 400 SY [Saturday]		$62.00 per SY	$56.25 per SY	$43.00 per SY	$58.00 per SY	$60.00 per SY	$95.00 per SY

Option 3:
Paver-placed Asphalt Resurfacing

Item No. 3.1 Pave Type 3 Binder [Weekday]		$75.00 per Ton	$76.00 per Ton	$98.00 per Ton	$86.25 per Ton	$87.00 per Ton	$105.00 per Ton
Item No. 3.1A Pave Type 3 Binder [Saturday]		$80.00 per Ton	$80.33 per Ton	$105.00 per Ton	$99.25 per Ton	$90.00 per Ton	$145.00 per Ton
Item No. 3.2 Pave Type 7F Top [Weekday]		$80.00 per Ton	$92.26 per Ton	$105.00 per Ton	$99.60 per Ton	$109.50 per Ton	$125.00 per Ton
Item No. 3.2A Pave Type 7F Top [Saturday]		$85.00 per Ton	$102.34 per Ton	$115.00 per Ton	$111.60 per Ton	$115.00 per Ton	$165.00 per Ton
Item No. 3.3 Furnish & Install composite riser rings (24" dia. Manhole - typ.)		$200.00 per 1" Ring	$200.00 per 1" Ring	$240.00 per 1" Ring	$275.00 per 1" Ring	$250.00 per 1" Ring	$100.00 per 1" Ring

Attachment: Asphalt Milling Bid Tab (RES-2021-309 : Award of Bid - 2021 Asphalt Milling, Paving and Repair Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23099 **RESOLUTION 2021-310** **ADOPTED**

Award of Flow Meter Data Acquisition & Hosting Services Trimble, Inc. CRS 2521

The Engineering Department - Sewer Maintenance Division is continuing its Town wide sanitary flow metering program to monitor sanitary sewer flows for flow studies and billing purposes.

The Town currently has ten (10) Telog data collectors throughout the Town that collect and transmit data to the Telog hosting site. The Town can view this information in real-time and currently uses this data for sewer studies and also billing the Village of Williamsville for sewage treatment. Our Wastewater Treatment facility also utilizes the Telog system to monitor the Sheridan Drive 54" Interceptor for Treatment Plant operations during high flow events.

The Town has received a proposal quotation from Trimble Unity Remote Monitoring services from January 1, 2021 through December 31, 2021 at a cost of $2,400.00.

We are also requesting that the Town Board approve a waiver of insurance as hosting services will all be done off-site. Funds are available for the above within account G9000-4090.

This request has successfully completed the contract review process. Thank you for considering our request.

4/5/2021
Consent

FINANCIAL IMPACT:

$2,400.00; G9000-4090

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

SALES QUOTATION

Quote Number 00007417

Trimble water

Your order quotation

Thank you for choosing Trimble Water

Account Name	Amherst, NY, Town of	Created Date	2/1/2021
Ship To	Engineering Department 1100 North Forest Road Williamsville, NY 14221 United States	Expiration Date	3/31/2021
		Bill To	Engineering Department 1100 North Forest Road Williamsville, NY 14221 United States
Main Contact	Frank Fanara	Main Contact Email Address	ffanara@amherst.ny.us
		Main Contact Phone	(716)631-7154

Notes/Additional Terms

Period Covering: 1/1/2021 - 12/31/2021
SN: 1295467
1295451
1294672
1294671
1294487
1294486
1293844
1293703
1292614
1293702

Quote Line Items

Product Code	Product	Sales Price	Quantity	Total Price
TW-UNITY-RMBC-SS	Trimble Unity – Remote Monitoring Basic Subscription - Cellular (32/33/35 Series Plan)	USD 240.00	10.00	USD 2,400.00

Total Price USD 2,400.00

Quotation & Shipping Terms

Payment Terms Net 30 Days

1. Customer is responsible for shipping charges to destination and charges will be added at the time of shipment. If an estimate of the freight charge is required contact Trimble Water Inside sales at the email below.
2. Applicable taxes will be added to the order and invoice following booking of the order. If you have any questions contact Trimble Water Inside sales at the email below.
Email Contact: TrimbleWater_InsideSales@trimble.com.

Prepared By Benjamin Maus

Trimble Inc.
935 Stewart Drive
Sunnyvale, CA 94085

Email: trimblewater_insidesales@trimble.com
Website: www. trimblewater.com

telog
A TRIMBLE DIVISION

Attachment: Trimble Quote (RES-2021-310 : Award of Flow Meter Data Acquisition & Hosting Services)

SALES QUOTATION

Quote Number 00007417

To accept this quotation, sign here and return: _____

Terms and Conditions of Sale

The Trimble Water Terms and Conditions of Sale are located here.

THANK YOU FOR YOUR BUSINESS!

Attachment: Trimble Quote (RES-2021-310 : Award of Flow Meter Data Acquisition & Hosting Services)

Trimble Inc.
935 Stewart Drive
Sunnyvale, CA 94085

Email: trimblewater_insidesales@trimble.com
Website: www. trimblewater.com

telog
A TRIMBLE DIVISION

CONTRACT

This agreement is hereby acknowledged and performance of this Contract for the term commencing on January 1, 2021 through December 31, 2021 will be undertaken in accordance with the specifications and pricing on which the below mentioned sole source quote was submitted.

Name of Bid/Quote: Trimble, Inc.–Flow Meter Data Acquisition & Hosting
Bid Number: N/A – Sole Source Service Provider

Authority for execution on behalf of the Town of Amherst: The Town Engineer has executed this Agreement and whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Customer. 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 Customer.

Agreed to and Accepted by:

Trimble Inc
Print Name of Company

By: _____
Signature

Benjamin Maus
Printed name

Inside Sales
Title

Date: 3/19/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa
Town Supervisor

Date: _____

Attachment: Trimble Quote (RES-2021-310 : Award of Flow Meter Data Acquisition & Hosting Services)

TRIMBLE INC
935 Stewart Dr, Sunnyvale, CA 94085 , U.S.A.
Phone: 716-742-3000 • Fax: 716-742-3006
Website: www.trimblewater.com •
E-mail: Trimblewater_Insidesales@Trimble.com

March 19 2021

Engineering Department
1100 North Forest Road
Williamsville, NY 14221

Dear Frank,

This is to confirm that Trimble, Inc. is the sole source supplier of Telog data recorders, cables, Data Hosting Service and Support Software. These products are designed and manufactured exclusively by Telog, A Trimble Water Company, at our facility in Victor, NY.

Telog recorders are sole source products available only through Trimble, Inc. and, in the State of New York. Telog, A Trimble Water Company, in Victor, NY is the only authorized service center for repairs and service on Telog recorders.

Thank you for your interest in Trimble, Inc. Should any questions regarding our products and/or services remain, please feel free to contact me. We look forward to serving your instrumentation needs.

Sincerely,

Benjamin Maus
Inside Sales
Trimble Water

Attachment: Trimble Quote (RES-2021-310 : Award of Flow Meter Data Acquisition & Hosting Services)

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.

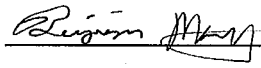
By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

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: Trimble Inc

Signature: 

Print Name: Benjamin Maus

Title: Inside Sales

Date: 3/19/2021

Sworn To Before Me This

____ Day of _____, 20__

_____

Notary Public

Revised 4.2017

Attachment: Trimble Quote (RES-2021-310 : Award of Flow Meter Data Acquisition & Hosting Services)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23100 **RESOLUTION 2021-311** **ADOPTED**

Amherst Police Training Center Shooting Range - Change Order No. 3 & Final CRS 2496

We are requesting the Town Board to consider approval of the attached Change Order, which calls for a $11,873.54 increase in the contract amount. This Change Order will cover the costs of additional work and materials associated with replacement of an existing concrete floor that spalled during construction. This change will also accommodate additional drywall installation and a credit associated with lintel changes that simplified the removal of existing walls.

Funds for this change order are available from this project's capital account KP2009.4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

4/5/2021
Consent

FINANCIAL IMPACT:

$11,873.54; KP2009-4972

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

AIA Document G701™ – 2017

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Police Training Center Shooting Range Project #2018.036A	*Contract For: Town of Amherst*	Change Order Number: GC03 Date: 03/16/21
OWNER: *Town of Amherst*	**ARCHITECT:** *The LiRo Group*	**CONTRACTOR:** *RB Mac Construction Co. Inc*

The Contract is changed as follows:

9. *Credit to simplify lintel installation.*
10. *Replace observation room concrete floor*
11. *Installation of drywall partition above range block wall*

The original Contract Sum was	$ 1,729,900.00
The net change by previously authorized Change Orders	$ 41,991.76
The Contract Sum prior to this Change Order was	$ 1,771,891.76
The Contract Sum will be increased by this Change Order in the amount of	$ 11,873.54
The new Contract Sum, including this Change Order, will be	$ 1,783,765.30
The Contract Time will be unchanged) by	(0) days.
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(The LiRo Group)*	CONTRACTOR *(RB Mac)*	OWNER *(Town of Amherst)*
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G701™ – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Attachment: Change Order 3 Final - RB Mac Agenda Docs (RES-2021-311 : Amherst Police Training Center Shooting Range - Change Order No.

RB Mac Construction Co. Inc.

Amherst Police Center Shoo
Range #2018.036A

Description of Change: Per the direction given by Liro Group & The Town of Amherst, as a result of RFI GC-14, eliminate masonry over North and South beams. Provide (1) W18 x 40 x 33 with top plate in lieu of (2) W16x26x33. Add blocking between existing roof joists.

CONTRACTOR PROPOSAL

Date: 11/23/20 **RB Mac Change Prop. No.: 07** **Proj. No. 20-AmhStgRng-192**

Contractor Name	RB Mac Construction Co., Inc.	Date: 11/23/20	
Address	6688 Lincoln Ave. Lockport, NY 14095	Issue No.: N/A	
Telephone No.	716-433-2495	RFP No.: RFI - GC 14	

SECTION A: CONTRACTOR WORK			Round Totals to Nearest Dollar	
1	Total Contractor Labor: RB Mac Blocking	4 Hrs @ $85	$340.00	
2	Total Material:		$75.00	
3	Equipment:		$0.00	
4	Equipment Pick Up & Return		$0.00	
5	Project Management	1 Hr @ $90/hr.	$90.00	
6	Supervision	2 Hr @ $85.00	$170.00	
7	SUBTOTAL	(Total lines 1 thru 6)	$675.00	
8	Contractor's combined O&P		$101.25	
9	Total Premium Labor		$0.00	
10	CONTRACTOR TOTAL	(Total lines 5,6, & &7)	$776.25	

SECTION B: SUBCONTRACTOR WORK				Round Totals to Nearest Dollar	
9	Name of Subcontractors:				
A.	Miller Welding			$1,579.00	
B.	FSR			($4,683.80)	
C.				$0.00	
E.				$0.00	
F.				$0.00	
10	TOTAL SUBCONTRACTORS PROPOSALS	(Total lines A thru F)		($3,104.80)	
11	Contractor's Override on Subs' Proposals				
	11a. 10% of Subcontractor				
	11b.				
	11c.				
12	Total Premium Portion of Subcontractor Labor				
13	SUBCONTRACTOR TOTAL		13	($3,104.80)	
SECTION C: 14	Bonds		14	$0.00	
SECTION D:	CONTRACTOR REQUESTED TOTAL			$776.25	
15	AMOUNT REQUESTED	(Total lines 8,13 & 14)	15	($2,329.00)	

Contractor's Signature — Date: 11/23/20

Larissa McKenna
Print Name of Authorized Representative

Project Manager
Print Title

Project Architect: SEI Design

Project Architect's Signature

Section E: *COMMENTS*

Attachment: Change Order 3 Final - RB Mac Agenda Docs (RES-2021-311 : Amherst Police Training Center Shooting Range - Change Order No.

RB Mac Construction Co. Inc.

Amherst Police Center Shoo
Range #2018.036A

Description of Change: Per the direction given by Liro Group & the Owner, remove existing concrete topping at Obsersavation Room, installed per RFI GC-08. Prep surface to achieve a minimum of CSP 3, install Euclid EucoFloor Primer, sand, pour Versaspeed LS 100 and provide saw cuts per direction given by Liro Group and Architect. RB Mac agrees to remove costs for pouring exisitng 1" topping should the Owner pursue this alternative. However RB Mac's time to prep for the existing topping being removed will be reimbursed.

CONTRACTOR PROPOSAL

Date: 03/15/21 **RB Mac Change Prop. No.: 13 (REV)** **Proj. No. 20-AmhStgRng-192**

Contractor Name	RB Mac Construction Co., Inc.	Date: 03/15/21	
Address	6688 Lincoln Ave. Lockport, NY 14095	Issue No.: N/A	
Telephone No.	716-433-2495	RFP No.:	

SECTION A: CONTRACTOR WORK

			Round Totals to Nearest Dollar	
1	Total Contractor Labor:	38 @ $85.00	$3,230.00	
2	Total Material:		$0.00	
3	Equipment:		$0.00	
4	Equipment Pick Up & Return		$0.00	
5	Project Management	2 Hr @ $90/hr.	$180.00	
6	Supervision	3 Hr @ $85.00	$255.00	
7	SUBTOTAL	(Total lines 1 thru 6)	$3,665.00	
8	Contractor's combined O&P		$549.75	
9	Total Premium Labor		$0.00	
10	CONTRACTOR TOTAL	(Total lines 5,6, & &7)	$4,214.75	

SECTION B: SUBCONTRACTOR WORK

			Round Totals to Nearest Dollar	
9	Name of Subcontractors:			
A.	Broad Spectrum		$7,450.00	
B.			$0.00	
C.			$0.00	
E.			$0.00	
F.			$0.00	
10	TOTAL SUBCONTRACTORS PROPOSALS	(Total lines A thru F)	$7,450.00	
11	Contractor's Override on Subs' Proposals			
	11a. 10% of Subcontractor		$745.00	
	11b.			
	11c.			
12	Total Premium Portion of Subcontractor Labor			
13	SUBCONTRACTOR TOTAL	13	$8,195.00	
SECTION C: 14	Bonds	14	$372.29	
SECTION D:	CONTRACTOR REQUESTED TOTAL		$4,214.75	
15	AMOUNT REQUESTED (Total lines 8,13 & 14)	15	$12,782.00	

Contractor's Signature Date: 03/15/21

Larissa McKenna
Print Name of Authorized Representative

Project Manager
Print Title

Project Architect: SEI Design

Project Architect's Signature

Section E: *COMMENTS*

Attachment: Change Order 3 Final - RB Mac Agenda Docs (RES-2021-311 : Amherst Police Training Center Shooting Range - Change Order No.

RB Mac Construction Co. Inc.

Amherst Police Center Shoo
Range #2018.036A

Description of Change: Per the direction given by Liro Group & the Owner per RFI No. GC-19, construct A-3 type wall above block wall to seal circulation space from open area above shooting range.

CONTRACTOR PROPOSAL

Date: 02/11/21 **RB Mac Change Prop. No.: 12** **Proj. No. 20-AmhStgRng-192**

Contractor Name	RB Mac Construction Co., Inc.	Date: 02/11/21	
Address	6688 Lincoln Ave. Lockport, NY 14095	Issue No.: N/A	
Telephone No.	716-433-2495	RFP No.: RFI GC-19	

SECTION A: CONTRACTOR WORK			Round Totals to Nearest Dollar	
1	Total Contractor Labor:		$0.00	
2	Total Material:		$0.00	
3	Equipment:		$0.00	
4	Equipment Pick Up & Return		$0.00	
5	Project Management	.5 Hr @ $90/hr.	$45.00	
6	Supervision	.5 Hr @ $85.00	$42.50	
7	SUBTOTAL	(Total lines 1 thru 6)	$87.50	
8	Contractor's combined O&P		$13.13	
9	Total Premium Labor		$0.00	
10	CONTRACTOR TOTAL	(Total lines 5,6, & &7)	$100.63	

SECTION B: SUBCONTRACTOR WORK				Round Totals to Nearest Dollar	
9	Name of Subcontractors:				
A.	Mader Construction			$1,162.31	
B.				$0.00	
C.				$0.00	
E.				$0.00	
F.				$0.00	
10	TOTAL SUBCONTRACTORS PROPOSALS	(Total lines A thru F)		$1,162.31	
11	Contractor's Override on Subs' Proposals				
	11a. 10% of Subcontractor			$116.23	
	11b.				
	11c.				
12	Total Premium Portion of Subcontractor Labor				
13	SUBCONTRACTOR TOTAL		13	$1,278.54	
SECTION C: 14	Bonds		14	$41.37	
SECTION D:	CONTRACTOR REQUESTED TOTAL			$100.63	
15	AMOUNT REQUESTED	(Total lines 8,13 & 14)	15	$1,420.54	

Contractor's Signature — Date: 02/11/21

Larissa McKenna
Print Name of Authorized Representative

Project Manager
Print Title

Project Architect: SEI Design

Project Architect's Signature

Section E: *COMMENTS*

Attachment: Change Order 3 Final - RB Mac Agenda Docs (RES-2021-311 : Amherst Police Training Center Shooting Range - Change Order No.

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23102 **RESOLUTION 2021-312** **ADOPTED**

Amherst Police Training Center Shooting Range Change Order No. 2 & Final CRS No 2495

We are requesting that the Town Board consider approval of the above referenced Change Order, which increases to the overall contract amount by $1,185.80. This final change order is required to accommodate the installation of additional range status indicator lights and the associated range management system programming.

Funding is available for this change order from the project bond account KP2009.4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

4/5/2021
Consent

FINANCIAL IMPACT:

$1,185.80; KP2009-4972

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

AIA® Document G701™ – 2017

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Police Training Center Shooting Range Project #2018.036A	*Contract For: Town of Amherst*	Change Order Number: MC02 Date: 03/16/21
OWNER: *Town of Amherst*	**ARCHITECT:** *The LiRo Group*	**CONTRACTOR:** *Parise Mechanical.*

The Contract is changed as follows:

3. *Install two additional range indication lights and building management programming*

The original Contract Sum was	$ 485,000.00
The net change by previously authorized Change Orders	$ 2,533.83
The Contract Sum prior to this Change Order was	$ 487,533.83
The Contract Sum will be increased by this Change Order in the amount of	$ 1,185.80
The new Contract Sum, including this Change Order, will be	$ 488,719.63

The Contract Time will be unchanged) by (0) days. The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(The LiRo Group)*	CONTRACTOR *(Parise Mechanical)*	OWNER *(Town of Amherst)*
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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LiRo Engineers, Inc.
A LiRo Group Company
690 Delaware Avenue, Buffalo, NY 14209 Telephone 716.882.5476 Facsimile 716.882.9640 www.liro.com

March 16, 2021

Mr. Brian Armstrong, EIT
Assistant Municipal Engineer
Town of Amherst Engineering Department
1100 N Forest Road
Williamsville, NY 14221

RE: Parise Mach CO#3

Mr. Armstrong,

LiRo Engineers, Inc. (LiRo) has reviewed the attached change order and is recommending approval for the lump sump amount of $1,185.80. The change order is to accommodate two additional range status indication lights and the associated building management programming.

Sincerely,
LiRo Engineers, Inc.



Christopher Abramo, PE
Senior Project Manager

Attachment: Parise Change Order - Police Training (RES-2021-312 : Amherst Police Training Center Shooting Range Change Order No. 2 &

Parise Mechanical Inc.
1106 Sheridan Drive • Tonawanda, NY 14150 • Phone: 694.4900 • Fax: 694.7988

CHANGE ORDER

DATE: 1/21/2021

PROJECT: Town of Amherst Police Training Center Shooting Range

REQUEST FROM: U&S Services

REPLY (email): sparise@parisemechanical.com & Kristy@parisemechanical.com

Parise Mechanical Change Order # 3
Title: Range Indication Lights

DRAWING NO.

Response Requested By: Parise Mechanical Inc.

Time & Materials Breakdown:

Labor & Materials	**=**	**$980.00**
Overhead – 10%	**=**	**$98.00**
Profit – 10%	**=**	**$107.80**

Final Total = $1,185.80

Scope of Work:

- **Provide DDC for (2) additional range indication lights complete with necessary control wiring, programming and checkout**
- **Provide ceiling mounts for both sets of range indication lights to accommodate relocation of lights**

Attachment: Parise Change Order - Police Training (RES-2021-312 : Amherst Police Training Center Shooting Range Change Order No. 2 &

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23104 **RESOLUTION 2021-313** **ADOPTED**

WPCF Influent Worthington Pump 3 Rebuild - Change Order No. 1 CRS No. 2532

We are requesting the Town Board approve the above referenced Change Order No. 1, which calls for a $15,532.00 increase in the contract price. The project's revised contract price will be $105,532.00. This Change Order will cover the costs associated with the contractor purchasing a new lower shaft unit. The need for a new lower shaft was determined when the lower pump unit was taken apart to assess all components. The lower shaft was determined to be outside the allowable wear tolerances determined by the manufacturer and therefore must be replaced.

May we have your approval to award Corrosion Products and Equipment, Inc. the above referenced Change Order? Funding for this change order is available from the project bond account KP 2030-4972. This request is pending approval of the contract routing procedure.

Thank you for considering this request.

4/5/2021
Consent

FINANCIAL IMPACT:

$15,532.00; KP2030-4972

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

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: **# 1**

DATE: 3-23-21

WPCF: Worthington Pump 3 Rebuild– General Contract

Project No. **2020.002D**

TO CONTRACTOR: *(Name and address)*

Corrosion Products & Equipment, Inc.
110 Elmgrove Park
Rochester, NY 14624

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Contractor shall purchase a new pump shaft for Worthington Pump 3 Model 30MC-1 as part of the Pump 3 Rebuild Contract between the TOA and Corrosion Products, Inc.

2. All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 90,000.00
The net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 90,000.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of [shaft]	$ 15,532.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 105,532.00
The Contract Time will be increased by 4 weeks	
The date of Substantial Completion as of the date of this Change Order therefore is	June 11, 2021

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive).

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
	Corrosion Products & Equip Inc.	Town of Amherst
ADDRESS	110 Elmgrove Park Rochester, NY 14624	5583 Main Street Williamsville, NY 14221
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	Brian J. Kulpa (*Typed name*)
DATE	DATE	DATE

Attachment: Worthington Pump Change Order (RES-2021-313 : WPCF Influent Worthington Pump 3 Rebuild - Change Order No. 1)

CPE
SERVICE SYSTEMS SOLUTIONS

March 17, 2021

Amherst WWTP
Richard Rink

Richard,
CPE reported previously that the shaft from the #3 Influent pump we are currently repairing is damaged. This pump is a Worthington Model 30MC-1.

Two options exist to move forward.

The first option is to plasma spray and machine back to tolerance. The cost of this option is $10,234.

The second option is to purchase a new shaft. The cost of this option is $15,532.

The lead time for either option is the same at 6-10 weeks. We feel more comfortable replacing the shaft.

This work is beyond the scope of the contract and will require a change order. Please advise.

I also wanted you to know that our repair shop was shut down for the last 10 working days due to a Covid outbreak. We are making every attempt to minimize the effect this will have on the delivery of all the projects underway.

Please call with any questions or concerns.

Sincerely,

Robert Metz

315-727-4790

Cc: Pat Occhiuto, Bill Cox

Attachment: Worthington Pump Change Order (RES-2021-313 : WPCF Influent Worthington Pump 3 Rebuild - Change Order No. 1)

ROCHESTER
110 Elmgrove Park
Rochester, NY 14624
P 585.247.3030
F 585.247.7268

ALBANY
35 Maplewood Avenue
Albany, NY 12205
P 518.458.7252
F 518.458.7259

CARIBBEAN
43 Main Street, Mandeville
Manchester, Jamaica W.I.
P 876.962.6592
F 876.963.8144

SERVICE SYSTEMS SOLUTIONS

STANDARD TERMS AND CONDITIONS OF SALE

1. Entire Agreement. These Terms and Conditions of Sale (which include any purchase order or other document(s) attached hereto or referencing these Terms and Conditions of Sale) (the "terms") constitute the entire, complete, and exclusive agreement between the parties with respect to goods and/or services (a "deliverable" or the "deliverables") provided to Buyer by CPE as specified in these terms. If these terms are different from, or contain terms and conditions in addition to, Buyer's purchase order or any other document provided by Buyer (including any modifications thereto), CPE expressly rejects such different or additional terms in Buyer's document, and CPE's provision of the deliverables is expressly conditioned upon Buyer's acceptance of these terms. Notwithstanding any other acts or omissions of the parties, Buyer's acceptance of a deliverable constitutes Buyer's acceptance of all of these terms.

2. Acceptance/Delivery. No order or other request for deliverables will be binding upon CPE unless accepted in writing by CPE. Delivery is F.O.B. shipping point. Buyer assumes full responsibility for deliverables upon CPE's delivery to Buyer's carrier at shipping facility, including proper arrangement and security for transport. Any dates quoted for delivery are approximate only. In the event of CPE's inability for any reason to supply the total demand for deliverables, CPE may allocate its available supply among any or all purchasers, as well as departments and divisions of the CPE, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

3. Services. CPE will provide such services as may be specifically described in these terms, but shall have no obligation to provide any services unless agreed to by CPE in writing. Services are not provided as work-for-hire and CPE retains on an exclusive basis all rights to any intellectual property developed, delivered and/or used in providing services.

4. Price. The price for deliverables is specified in these terms. The price is exclusive of taxes and shipping related costs and is payable only in U.S. currency. Price, delivery terms, availability of deliverables and descriptions and specifications of deliverables is subject to change without notice. Buyer shall reimburse CPE for all taxes, shipping related costs or other charges which CPE may be required to pay upon the sale, transportation or use of the deliverables. The opening and maintenance of a credit account with CPE is subject to Buyer providing satisfactory references and observing all of the terms on which credit is given, including CPE's Credit Policy. CPE reserves the right to refuse to extend credit at any time and for any reason. Any discounts, rebates, warranties, or similar allowances given by CPE for the deliverables are expressly conditioned upon full and timely payment.

5. Payment. At CPE's option, the price and any applicable taxes, shipping related costs or other charges is due and payable on or before delivery, or if invoiced by CPE, due and payable thirty (30) days after the date of invoice. If Buyer fails to make payment when due, in addition to CPE's other rights and remedies, Buyer shall (i) pay CPE a late charge equal to the lesser of 1.5% or the highest lawful amount which may be charged to Buyer, per month and/or part of a month on the remaining unpaid balance due to CPE; and (ii) pay all expenses of collection of amounts due CPE from Buyer, including reasonable attorneys' fees. Buyer shall not be entitled to make any deductions or set off of any amounts (including those for alleged damages) against payments due to CPE hereunder.

6. Security Interest. Buyer grants CPE a purchase money security interest in all deliverables, including the proceeds, products thereof, additions and accessions thereto and replacements and substitutions therefor, with all rights and remedies of a secured party in any jurisdiction. Buyer authorizes CPE to file financing statements, or such other documents, appropriate to protect CPE's security interest, without Buyer's signature. If Buyer has granted a third party a blanket security interest in the type of collateral of which a deliverable would be characterized under the Uniform Commercial Code or applicable law, Buyer shall notify CPE of such fact in writing prior to shipment of deliverables.

7. Inspection. Promptly upon delivery, but no later than five (5) days after delivery, Buyer shall (i) examine and inspect all deliverables; and (ii) notify CPE of any defect in material or workmanship or any other fact that causes the deliverables not to conform to the agreement between Buyer and CPE. Failure to so inspect and inform CPE of a defect within the foregoing time period or the use of a deliverable by Buyer at any time shall be conclusive evidence that CPE has satisfactorily tendered delivery and that Buyer has inspected and accepted the deliverables. Buyer agrees that the foregoing time period provides Buyer with a reasonable time to inspect deliverables. Should Buyer properly notify CPE of any defects in deliverables, in addition to any obligations Buyer may have to CPE, Buyer shall re-pack the deliverable into its original packaging and store that deliverable indoors and in a dry and temperature regulated facility pending instructions from CPE.

8. Force Majeure. CPE is not responsible for any delay or failure to perform its obligations under these terms when such failure is due to any cause beyond its control. If shipments are delayed at Buyer's request, due to Buyer's acts or omissions, or due to circumstances that are not within CPE's control, payment shall be made by Buyer within ten (10) days after Buyer has been notified by CPE that a deliverable is ready for shipment. If shipment is delayed, in addition to any other remedy available to CPE, the deliverable may be stored by CPE at Buyer's risk and expense.

9. Returns/Cancellation. No deliverable may be returned unless CPE agrees in writing and such deliverable is (i) in new condition, suitable for resale in its undamaged original packaging and with all its original parts and (ii) has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. If CPE agrees to accept a return, Buyer must pay all costs and bear all risk of returning the deliverable to CPE's facility and pay a re-stocking charge starting at 30% of the price. Orders accepted by CPE can only be cancelled with the written consent of CPE, such consent to be in the CPE's absolute discretion and then only upon payment of a reasonable cancellation charge.

10. Buyer Responsibilities. Buyer is responsible for obtaining any and all permits, licenses or other documents necessary for shipment, receipt or use of the deliverables and providing CPE written evidence thereof in advance of shipment. Buyer, its employees and agents will take all necessary steps to ensure that the deliverables will be set-up, assembled, installed and used (whether by Buyer or a third party) in accordance with CPE's instructions, any instruction manual, package insert or other materials provided with the deliverables, and all requirements of all applicable governmental authorities pertaining to the installation and operation of the deliverables. Buyer shall indemnify and hold CPE and CPE's directors, officers, employees and agents harmless against any and all damages, losses, costs, claims and expenses (including, without limitation, reasonable attorneys' fees and costs whether incurred in a third party action or in an action to enforce these terms) incurred by CPE or such persons that arise out of or relate to the failure of Buyer to comply with CPE's instructions, any instruction manual, package insert or other materials provided with the deliverables, and all requirements of applicable law or regulation pertaining to the installation and operation of the deliverables. CPE shall have no obligation to perform should Buyer be in breach of its obligations to CPE under these terms or any other contract with CPE.

11. Technical Advice. Upon request, CPE may furnish such technical advice or assistance as it has available in reference to the use of deliverables. It is expressly understood, however, that all such technical advice or assistance is given AS-IS and the CPE assumes no obligation or liability for the advice or assistance given or results obtained, and all such advice or assistance is given and accepted at Buyer's risk.

12. Limited Warranty. CPE warrants to Buyer that deliverables will be free from defects in material and workmanship. This warranty is not transferable or assignable and any such transfer or assignment is void.

This limited warranty does not cover service trips, service calls and labor charges, shipment of replacement parts, or damages due to: (i) failure to install, operate or maintain the deliverables in accordance with CPE's instructions, any instruction manual, package insert or other materials provided with the deliverables, and all requirements of applicable law or regulation; (ii) misuse, abuse, neglect or modification of a deliverable in any way; (iii) improper service or use of replacement parts or accessories that are not specified by CPE; (iv) improper installation by Buyer or a third party or any relocation of a deliverable after initial installation; (v) incorrect supply, accident, fire, flood, acts of God or other casualty; (vi) use of a deliverable other than for its intended purpose; (vii) shipment of a deliverable (all claims must be filed with the carrier); (viii) use of a deliverable in the vicinity of combustible or explosive materials; (ix) any defect in a

Attachment: Worthington Pump Change Order (RES-2021-313 : WPCF Influent Worthington Pump 3 Rebuild - Change Order No. 1)

SERVICE SYSTEMS SOLUTIONS

deliverable arising from a drawing, design, or specification supplied by or on behalf of Buyer; (x) failure of parts not manufactured by CPE; (xi) Buyer cannot prove original purchase date and required annual maintenance history, if any; (xii) the serial number or any similar or other identifying information on any deliverable is removed, defaced, modified or altered in any way; or (xiii) CPE is not permitted to inspect the damaged deliverable.

CPE makes no warranty regarding any deliverables produced or supplied by parties other than CPE. Those deliverables are subject to any terms and conditions imposed by such third parties.

No person other than an executive officer of CPE has authority to change or extend the terms of the above limited warranty and Buyer confirms that no other warranty terms have been extended by CPE or are applicable to the deliverables. Changes or extensions to the terms of the above limited warranty are binding only if confirmed in writing by CPE's duly authorized executive officer.

13. Limitation on Warranties/Damages. Any claim under the limited warranty set forth in Section 12 must be made within a period of twelve (12) months from the date of shipment by CPE or such claim is waived. Except as set forth in these terms, CPE makes no representation or warranty of any type, express or implied, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of non-infringement or warranty arising from any course of dealing, course of performance or usage of trade.

CPE will not under any circumstances be liable for any special, indirect, punitive or consequential damages (even if CPE has been notified of the possibility of such damages) resulting from or related to a deliverable including, without limitation, any loss of profits or loss of opportunity.

Some jurisdictions do not allow limitations on warranties or damages, so this limitation or exclusion may not apply to Buyer.

14. Remedy. CPE's sole obligation and Buyer's exclusive remedy with respect to any deliverable, whether arising in contract, tort (including negligence), strict liability, breach of warranty or otherwise, is limited to CPE, at its discretion, replacing or repairing the defective deliverable, providing replacement parts or issuing Buyer a credit equal to the price paid to CPE for such defective deliverable, and in no event will CPE's liability exceed the amounts actually received by CPE for any deliverable.

This exclusive remedy shall not be deemed to have failed its essential purpose so long as CPE is willing and able to: (i) repair or replace a defective deliverable or parts thereof or (ii) at CPE's option, refund the price received by CPE for the defective deliverable, within a reasonable time after Buyer demonstrates that a defect exists.

15. Limitation of Actions. Any action against CPE arising out of this transaction shall be commenced within one (1) year from the date such cause of action has accrued; otherwise the same shall be barred.

16. Intellectual Property. CPE is not transferring to Buyer any patent, copyright, trademark or other intellectual property rights in or related to any deliverable, other than the limited license to use the deliverable for Buyer's internal business purposes. The deliverables provided hereunder may be subject to patent, trade secret and other intellectual property rights and Buyer agrees that should the deliverables or certain information relevant thereto be made available to others it would cause irreparable harm to CPE. Therefore, Buyer agrees not to, and not to permit others to, use, disclose, copy or replicate (through, for example, reverse engineering or other similar process) any deliverable and/or any documentation or information regarding any deliverable.

Buyer shall indemnify and hold CPE and CPE's directors, officers, employees and agents harmless from and against any and all damages, losses, costs, claims and expenses (including, without limitation, reasonable attorneys' fees and costs whether incurred in a third party action or in an action to enforce these terms) incurred by CPE or such persons that may arise out of or relate to any or all claims of any nature alleging infringement of a third-party's intellectual property rights as a result of CPE's compliance with Buyer's written specifications or instructions for the manufacture of the deliverables (the "Specifications"). The foregoing shall not apply, however, to the extent (i) such infringement arises from any deviation, embellishment, interpretation, modification or creative work performed on the part of CPE that deviates from, or is in addition to, the specific requirements of the Specifications, or (ii) Buyer can demonstrate that CPE knew or should have known in the exercise of reasonable prudence that CPE's compliance with the Specifications would infringe such third-party's intellectual property rights.

17. Governing Law. These terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws, and shall not be governed by the provisions of the United Nations Convention on Contracts for International Sales of Goods. The parties agree that all actions or proceedings between them shall be tried and litigated only in the state and federal courts located in the County of Monroe, New York.

18. Termination. CPE may terminate these terms, and have no obligation to supply deliverables, immediately upon the bankruptcy or insolvency of CPE or CPE's breach of these terms. Buyer will pay the price for any deliverables delivered on or before the date of termination. CPE is not liable for any other costs, expenses, losses, damages or liabilities arising out of such termination. Termination or cancellation will not alter or terminate any of the parties' obligations under these terms that by their nature extend beyond termination or cancellation.

19. Assignment/Subcontract. Buyer may not delegate or assign any duties or rights under these terms without CPE's prior written consent, which consent may be withheld by CPE for any or no reason. Any such delegation or assignment in violation of this section is void.

20. Severability/Revision. Should any provision of these terms be held by a court of law, or other body having proper jurisdiction, to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of these terms shall not be affected or impaired thereby and the parties agree that partial enforcement of these terms or revisions of the illegal, invalid or unenforceable provision is appropriate.

21. Notices. To be effective, all notices and other communications under these terms shall be in writing and sent to the intended recipient by personal delivery, by registered or certified mail, return receipt requested, or recognized overnight courier, at the party's address as set forth in the purchase order or other documents attached to these terms. Each party may change its address for receipt of notice by giving notice of such change pursuant to this section. Notice is given immediately upon personal delivery, or three business days following the date on which such notice is mailed in accordance with this section, or the next day following the date on which such notice is sent by overnight courier.

22. Entire Agreement, Amendment and Waiver. These terms (a) constitute the entire agreement between the parties as to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, and (b) may be modified or amended only by a written document signed by CPE and Buyer. No supplement, modification or waiver of these terms will be binding unless executed in writing by the party to be bound thereby and specifically references these terms and the section(s) so modified. No waiver of any of these terms shall be deemed or shall constitute a waiver of any other term hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Attachment: Worthington Pump Change Order (RES-2021-313 : WPCF Influent Worthington Pump 3 Rebuild - Change Order No. 1)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23106 **RESOLUTION 2021-314** **ADOPTED**

WPCF Process Water Pump Improvements - Change Order No. 2 CRS No. 2529

We are requesting the Town Board approve the above referenced Change Order, which calls for a $20,202.06 increase in the contract price. The project's revised contract price will be $265,202.06. This Change Order will cover the costs associated with the Contractor supplying and installing power supply to process water pumps #1 & #3, suction pressure switch, pressure switch wiring, Hand/Off/Auto switches, concrete housekeeping pad, and to perform all the necessary program configurations. These items were not included in the original bid scope, but are necessary for a fully operational process water pump system.

Funding for this request is available from the following source:

KP-1725-4972 $20,202.06

May we have your approval to award Quackenbush Co., Inc. the above referenced Change Order? This request is pending approval of the contract routing procedure. Thank you for considering this request.

4/5/2021
Consent

FINANCIAL IMPACT:

$20,202.06; KP1725-4972

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

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: **# 2**

DATE: 3-26-21

WPCF: Process Water Pump Improvements – General Contract

Project No. **2018.002I**

TO CONTRACTOR: *(Name and address)*

Quackenbush Co., Inc.
495 Kennedy Road
Buffalo, NY 14227

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Supply and install Pump #3 Power Supply.
2. Supply and install New Suction Pressure Switch.
3. Supply and install Pressure Switch Wiring.
4. Provide and install Hand/Off/Auto Switches.
5. Program Configuration: Contractor shall perform all necessary programming/modifications to provide a complete working system utilizing the identified field instruments.
6. Provide and install a new concrete housekeeping pad under the new control panel and transfer switch stand.
7. Supply and install Pump #1 Power Supply Conduit.

All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 245,000.00
The net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 245,000.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 20,202.06
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 265,202.06
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by ( ) days	
The date of Substantial Completion as of the date of this Change Order therefore is	No change

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive).

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
GHD Consulting Services Inc.	Quackenbush Co., Inc.	Town of Amherst
ADDRESS: 285 Delaware Ave, Suite 500 Buffalo, NY 14202	ADDRESS: 495 Kennedy Road Buffalo, NY 14227	ADDRESS: 5583 Main Street Williamsville, NY 14221
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	Brian J. Kulpa (*Typed name*)
DATE	DATE	DATE

Attachment: Quackenbush Change Order (RES-2021-314 : WPCF Process Water Pump Improvements - Change Order No. 2)

March 24, 2021 Reference No. 11198455

Michael J. Poslinski, Senior Engineer Assistant
Town of Amherst Engineering
Water Pollution Control Facility
455 Tonawanda Creek Rd.
Amherst, NY 14228

Dear Michael:

Re: Town of Amherst
WPCF Process Water Pump Improvements Project
Town Project No. 2018.002I – General Contract
Change Order No.2 Recommendation

Attached please find copies of RFP CO#2 and RFP CO#2 Alternate received from Quackenbush Co., Inc. as requested by this office in connection with the above referenced project.

We have reviewed same and find each to be fair and equitable representations of the work as described and requested. We, therefore, recommend that the Town of Amherst accept same for issuance of the related Change Order to this project.

Should you have any questions or require additional information, please advise.

Sincerely,
GHD

Daniel J. Kolkmann
Senior Construction Administrator

DJK/snb

Encl. CO Request

cc: William Weir – GHD
John Story, PE – GHD
File: 11198455 – Correspondence

Attachment: Quackenbush Change Order (RES-2021-314 : WPCF Process Water Pump Improvements - Change Order No. 2)

GHD
285 Delaware Avenue Suite 500 Buffalo New York 14202 USA
T 716 856 2142 F 716 856 2160 W www.ghd.com

REGISTERED COMPANY FOR ISO 9001 ENGINEERING DESIGN

QUACKENBUSH CO., INC.
MECHANICAL CONTRACTORS

CONTRACTOR PROPOSAL

Description: RFP CO#2

Sub Job Number **8002**

Contractor Name: Quackenbush Co., Inc.
Address: 496 Kennedy Road
Buffalo, New York 14227
Telephone No.: (716) 894-4355

Date: 3/8/2021
Project Name: Amherst WPCF
Process Pump Improvements

			NOTES
SECTION A: CONTRACTOR WORK			
1. Total Contractor Labor		$ 1,486.16	
2. Total Contractor Material + 10%		$ 224.64	
3. Total Contractor Equipment		$ -	
4. Total Unit Price Costs			
5. SUBTOTAL	(Total lines 1 thru 4)	$ 1,710.80	
6. Contractor's Override Overhead	(10% of line 5)	Included in Line 1 Cost	*10%, Per Contract*
7. Contractor's Override Profit	(10% of line 5)	Included in Line 1 Cost	*10%, Per Contract*
8. CONTRACTOR TOTAL	(Total lines 5, 6 & 7) 8.	**$ 1,710.80**	
SECTION B: SUBCONTRACTOR WORK	(See attached backup for Subsontractor pricing.)		
9. Names of Subcontractors:			
A. CIR Electric		$ 11,008.58	
B. Blackrock Controls		$ 2,250.00	
C. State Group		$ 2,327.00	
D.			
10. TOTAL SUBCONTRACTOR PROPOSALS	(Total lines A thru F)	$ 15,585.58	
11. Contractor's Override on Subs' Proposals:			
11a. 5%		$ 779.28	*5%, Per Contract*
12. Total Premium Portion of Subcontractor Labor			
13. SUBCONTRACTOR TOTAL	13.	**$ 16,364.86**	
SECTION C: 14. TOTAL CONTRACT UNIT PRICE(S)	14.	$	
SECTION D: CONTRACTOR'S REQUESTED TOTAL			
15. SUBTOTAL	(Total lines 8, 13, and 14) 15.	$ 18,075.66	
16. Bond	16.		
17. Amount Requested	(Total lines 15 and 16) 17.	**$ 18,075.66**	

Contractor's Signature — Date: 3/16/2021

Michael Schaumloeffel
Print Name of Authorized Representative

Project Manager
Print Title

Print name of Contact Person (if different)

Phone No. (if different from above)

SECTION E: PROJECT COORDINATOR'S COMMENTS:

REV: 5/31/2013

Attachment: Quackenbush Change Order (RES-2021-314 : WPCF Process Water Pump Improvements - Change Order No. 2)

QUACKENBUSH CO., INC.
MECHANICAL CONTRACTORS

LABOR AND MATERIAL WORKSHEET

Proposal No. 9010

Contractor Name: Quackenbush Co., Inc.
Address: 495 Kennedy Road
Buffalo, New York 14227
Telephone No.: (716) 894-4355

Date: 3/8/2021
Project Name: Amherst WPCF
Process Pump Improvements

LABOR

Work Description	Trade	Hours	Total Rate	Total Labor Cost	NOTES
Supervision	PF (Foreman)	8	$ 97.14	$ 777.12	Labor Rate of 80.95 + 10% Overhead & 10% Ptofit
Remove Existing/Install New Copper Tubing	PF (Journeyman)	8	$ 88.63	$ 709.04	Labor Rate of 73.86 + 10% Overhead & 10% Ptofit
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
TOTAL LABOR				$ 1,486.16	

MATERIAL / EQUIPMENT RENTAL

Material Description	Quantity	Unit	Unit Cost	Material Cost	
Copper Tubing & Fittings	1	1	$ 54.22	$ 54.22	
QCO Truck Delivery to Site	1	1	$ 150.00	$ 150.00	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
(Total from additional Material Worksheet Extension(s) if required)					
TOTAL MATERIAL				$ 204.22	

REV: 5/31/2013

Attachment: Quackenbush Change Order (RES-2021-314 : WPCF Process Water Pump Improvements - Change Order No. 2)

CIR ELECTRICAL CONSTRUCTION CORP.
400 Ingham Road,
Buffalo NY 14218

CHANGE ORDER REQUEST RECAP

Job Name: Town of Amherst - Process Water Pump Improvements Date:

Contract No.: Wlectrical Change Order Reqest No.: E-01 CIR Job No.: 2001074

Description:
Provide all material and labor to make changes, aditions etc. to the pump wiring as described on the attached. Change Order is for electrical work only as identified in items #1-6. House keeping pads, control work etc. by others.

Material Description	Material	Labor Description	Hours	Rate	Labor Cost
Attached Estimate Sheet	$ 3,965.52		-	$ -	$ -
		Journeyman	62.3	$ 85.86	$ 5,351.65
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Material Cost Subtotal:	$ 3,965.52				$ -
Job Expenses:		Supervision (12.5%)	0.000	$ 100.00	$ -
Document Control		Tool Usage (4% of Labor)			$ 214.07
Travel Time Costs		**Total Labor Costs:**			$ 5,565.72
Telephone		**SUBTOTAL(L+M+JE)**			$ 9,531.24
Transportation		Research & Layout		0%	$ -
Storage / Warehouse		Material Handling		0%	$ -
Safety (3% of Labor Cost)	$ -	Clean Up Costs:		0%	$ -
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material Cost)	$ -	**SUBTOTAL:**			$ 9,531.24
		Overhead		10%	$ 953.12
Total Job Expenses	$ -	Profit		5%	$ 524.22
Qualifications & Clarifications:		Subcontractor Amount (if applicable)			
1.) Sales Tax is NOT included		Subcontractor Mark-up		5%	$ -
2.) Straight Time only-NO overtime included		**TOTAL:**			**$ 11,008.58**
3.) No cutting and patching included		Tax on Total		-	$ -
4.) Schedule Impact		Bond Cost		0%	$ -
		Change Order Request Total			**$ 11,008.58**

We reserve the right to correct any and all errors and omissions

Attachment: Quackenbush Change Order (RES-2021-314 : WPCF Process Water Pump Improvements - Change Order No. 2)

BLACK ROCK CONTROLS, LLC

2852 Delaware Ave Suite 100
Buffalo, NY 14217
716 912-8392
sales@blackrockcontrols.com
www.blackrockcontrols.com
@rockcontrols

February 18, 2021

Re: 2020007 Town of Amherst Process Water Pump Improvements CO1

Michael Schaumloeffel
Quackenbush Co., Inc.
495 Kennedy Road
Buffalo, NY 14227

Please accept the following estimate for SCADA software, Process Water Pump Panel, CSI and startup services Change Order #1 as required to fulfill your email of 2/17/2021 RFP Change Order #1 including references to the GHD email from William Weir:

Work Scope: (refer to item list in William Weir's email)

1) **Not applicable, not quoted**
2) [redacted]
3) **Not applicable, not quoted**
4) [redacted]
5) **Revise submittal, panel labor, programming labor, startup labor, O&M labor: $2,250**
6) **Not applicable, not quoted**
7) **Not applicable, not quoted.**

Exceptions:

1) No wiring or physical installation of hardware included.
2) Any supplied controls in this quotation are mounted by others and wired in non-explosion proof areas.

Any questions feel free to contact us.
Thanks for the opportunity!

Matt Kane
Managing Partner, Director of Engineering
Black Rock Controls, LLC
Matthew.Kane@blackrockcontrols.com
716 912-8392

Attachment: Quackenbush Change Order (RES-2021-314 : WPCF Process Water Pump Improvements - Change Order No. 2)

The State Group Industrial (USA) Limited
13800 North Highway 57, Evansville, IN 47725

ISO 9001
Registered
Phone:(716)-283-0620
Fax: (716)-283-0675
100 Stradtman Street
Buffalo, NY 14206

February 24, 2021

Quackenbush Co., Inc
495 Kennedy Road
Buffalo, NY 14227

Attn: Mike Schaumloeffel
Ref: Amherst WPCF
Process Pumps Improvement Project
SGI CP #1.0 – Add Conc Equip Pad for New Elec Equipment

The State Group Industrial Limited is pleased to submit our proposal for the above referenced change issue. Our price is based Item 6 of your RFP email of 2/17/21 and the following scope.

We Have Included:

- Layout of new pad area and scarification prep of existing floor area
- Drill and install (4) vertical #4 dowels at new pad corners
- Form new pad area – approx. 3'-0" x 3'-6"
- Apply bonding agent to existing concrete
- Install a mat of #4 rebar at 12" o/c e/w
- Place and finish 4,000 psi concrete
- Apply membrane spray cure compound to finished concrete
- All work to be completed Monday to Friday 7:00 am – 3:30 pm

We have not included:

- 3rd Party concrete testing
- Overtime, Shift or Holiday Work

~~**Total for the above scope if completed with other pump piers = $1,344**~~

Total for above scope if completed 'Stand Alone' = $2,327

If you have any questions, please feel free to contact me.

Sincerely,

Jason Aigner
Civil Division Manager

"2013 Gold Summit & Pinnacle Award Leader in Construction Employee Safety"

♦OFFICES ACROSS NORTH AMERICA♦

Everyone Goes Home Safe

"2017 NMAPC Gold Star Zero Injury Safety Award"

Attachment: Quackenbush Change Order (RES-2021-314 : WPCF Process Water Pump Improvements - Change Order No. 2)

QUACKENBUSH CO., INC.
MECHANICAL CONTRACTORS

CONTRACTOR PROPOSAL

Description: RFP CO#2 - Alternate

Sub Job Number: **8002**

Contractor Name: Quackenbush Co., Inc.
Address: 495 Kennedy Road
Buffalo, New York 14227
Telephone No.: (716) 894-4355

Date: 3/8/2021
Project Name: Amherst WPCF
Process Pump Improvements

			NOTES
SECTION A: CONTRACTOR WORK			
1. Total Contractor Labor		$ -	
2. Total Contractor Material + 10%		$ -	
3. Total Contractor Equipment		$ -	
4. Total Unit Price Costs			
5. SUBTOTAL	(Total lines 1 thru 4)	$ -	
6. Contractor's Override Overhead	(10% of line 5)	Included in Line 1 Cost	*10%, Per Contract*
7. Contractor's Override Profit	(10% of line 5)	Included in Line 1 Cost	*10%, Per Contract*
8. CONTRACTOR TOTAL	(Total lines 5, 6 & 7) 8.	$ -	
SECTION B: SUBCONTRACTOR WORK	(See attached backup for Subcontractor pricing.)		
9. Names of Subcontractors:			
A. CIR Electric		$ 2,025.14	
B.			
C.			
D.			
10. TOTAL SUBCONTRACTOR PROPOSALS	(Total lines A thru F)	$ 2,025.14	
11. Contractor's Override on Subs' Proposals:			
11a. 5%		$ 101.26	*5%, Per Contract*
12. Total Premium Portion of Subcontractor Labor			
13. SUBCONTRACTOR TOTAL	13.	**$ 2,126.40**	
SECTION C: 14. TOTAL CONTRACT UNIT PRICE(S)	14.	$	
SECTION D: CONTRACTOR'S REQUESTED TOTAL			
15. SUBTOTAL	(Total lines 8, 13, and 14) 15.	$ 2,126.40	
16. Bond	16.		
17. Amount Requested	(Total lines 15 and 16) 17.	**$ 2,126.40**	

Contractor's Signature — Date: 3/16/2021

Michael Schaumloeffel
Print Name of Authorized Representative

Project Manager
Print Title

Print name of Contact Person (if different)

Phone No. (if different from above)

SECTION E: PROJECT COORDINATOR'S COMMENTS:

REV: 5/31/2013

Attachment: Quackenbush Change Order (RES-2021-314 : WPCF Process Water Pump Improvements - Change Order No. 2)

QUACKENBUSH CO., INC.
MECHANICAL CONTRACTORS

LABOR AND MATERIAL WORKSHEET

Proposal No. 9010

Contractor Name: Quackenbush Co., Inc.
Address: 495 Kennedy Road
Buffalo, New York 14227
Telephone No.: (716) 894-4355

Date: 3/8/2021
Project Name: Amherst WPCF
Process Pump Improvements

LABOR

Work Description	Trade	Hours	Total Rate	Total Labor Cost	NOTES
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
TOTAL LABOR				$ -	

MATERIAL / EQUIPMENT RENTAL

Material Description	Quantity	Unit	Unit Cost	Material Cost	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
(Total from additional Material Worksheet Extension(s) if required)					
TOTAL MATERIAL				$ -	

REV: 5/31/2013

Attachment: Quackenbush Change Order (RES-2021-314 : WPCF Process Water Pump Improvements - Change Order No. 2)

CIR ELECTRICAL CONSTRUCTION CORP.
400 Ingham Road,
Buffalo NY 14218

CHANGE ORDER REQUEST RECAP

Job Name: Town of Amherst - Process Water Pump Improvements Date:

Contract No.: Wlectrical Change Order Reqest No.: E-01 Alt #1 CIR Job No.: 2001074

Description:
Provide all material and labor to complete electrical work only as described in item #7. Concrete pad by others.

Material Description	Material	Labor Description	Hours	Rate	Labor Cost
Attached Estimate Sheet	$ 468.42		-	$ -	$ -
		Journeyman	14.4	$ 85.86	$ 1,235.53
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Material Cost Subtotal:	$ 468.42				$ -
Job Expenses:		Supervision (12.5%)	0.000	$ 100.00	$ -
Document Control		Tool Usage (4% of Labor)			$ 49.42
Travel Time Costs		**Total Labor Costs:**			$ 1,284.95
Telephone		**SUBTOTAL(L+M+JE)**			$ 1,753.37
Transportation		Research & Layout		0%	$ -
Storage / Warehouse		Material Handling		0%	$ -
Safety (3% of Labor Cost)	$ -	Clean Up Costs:		0%	$ -
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material Cost)	$ -	**SUBTOTAL:**			$ 1,753.37
		Overhead		10%	$ 175.34
Total Job Expenses	$ -	Profit		5%	$ 96.44
Qualifications & Clarifications:		Subcontractor Amount (if applicable)			
1.) Sales Tax is NOT included		Subcontractor Mark-up		5%	$ -
2.) Straight Time only-NO overtime included		**TOTAL:**			**$ 2,025.14**
3.) No cutting and patching included		Tax on Total		-	$ -
4.) Schedule Impact		Bond Cost		0%	$ -
		Change Order Request Total			**$ 2,025.14**

We reserve the right to correct any and all errors and omissions

Attachment: Quackenbush Change Order (RES-2021-314 : WPCF Process Water Pump Improvements - Change Order No. 2)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23107 **RESOLUTION 2021-315** **ADOPTED**

Proposal for Smart Signal Implementation, Phase 1 CRS No. 2123

The Town of Amherst was successful in obtaining NYSERDA funding for Improving the Efficiency in New York's Transportation System in the amount of $327,034.00. The Town will combine these funds with a local share to deploy smart signals along Maple Road and Wehrle Drive at intersections where the Town owns and operates the traffic signals. This grant and project is intended to demonstrate underutilized technologies to measurably show the benefits of a network-wide deployment of smart signals, and provide insight for other agencies to implement similar projects State-wide.

Upon solicitation and advertisement of an RFP, a single proposal was received by Northeast Signal, Inc. to install Miovision Equipment for the above referenced project. After review of the proposal and qualifications, we request the Town Board approve an expenditure not to exceed $503,592.00 by Northeast Signal, Inc.

May I please have your approval to award this contract? Funding is available from the project bond account KP2010-4972. This request is pending successful completion of the contract review process. Thank you for considering this request.

4/5/2021
Consent

FINANCIAL IMPACT:

NTE $503,592.00; KP2010-4972

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

TOWN OF AMHERST
5583 Main Street, Williamsville, NY

Request for Proposal
for
Smart Signal Implementation, Phase I

TOA Job# 2019.052

Prepared By:
Town of Amherst Engineering Dept.
Christopher P. Schregel
1100 N. Forest Road
Williamsville, NY 14221
(716) 631-7154
Email: cschregel@amherst.ny.us

Proposal Due Date: May 21, 2020

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Town of Amherst
Engineering Department

Project: Smart Signal Implementation, Phase I

Job Number: 2019.052

Due Date/Time: May 21, 2020 at 3:30pm

Offeror: **Northeast Signal, Inc.**

Following documents are attached:

1. Instructions to Offerors (1)
2. Introduction
3. Scope of Work
4. General Terms/Requirements
5. Instructions to Offerors (2)
6. Specifications
    a. Agreement
7. Offeror's Qualifications
8. Prevailing Wage Certification
9. Non-Collusive Bidding Certification
10. General Terms & Conditions
11. Certificate of Insurance
12. General Terms & Conditions
13. Assignment of Public Contracts
14. Addendum to Contract
15. Iran Divestment Act Certification
16. Appendix 'A' – Location Maps
17. Appendix 'B' – Offeror Proposal
18. Appendix 'C' – NYSERDA Statement of Work

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

I. INSTRUCTIONS TO OFFERORS

1. General Invitation

The Town of Amherst (Town), through its Office of the Town Engineer is issuing this Request for Proposals (RFP) seeking proposals for Smart Signal upgrades that include traffic signal controllers, video vehicle presence detector system, and central traffic signal software capable of Automated Traffic Signal Performance Measures (ATSPMs). The scope of work includes, but is not limited to, equipment purchase, equipment installation, miscellaneous upgrades, system acceptance testing, training, and software licensing.

Offerors shall submit their proposals to the Town of Amherst Engineering Department by no later than **May 21, 2020 at 3:30PM.** Offerors shall not submit more than one proposal. Proposals shall be sealed and clearly labeled on front of package **"SMART SIGNAL IMPLEMENTATION IN THE TOWN OF AMHERST, NY"** and delivered to:

Christopher P. Schregel
Town of Amherst Engineering Department
1100 N. Forest Road
Williamsville, NY 14221

The received time of proposals will be determined by the clock at the above noted location. NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.

Offerors mailing their proposal must allow sufficient mail delivery time to ensure receipt of their proposal at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Offeror, shall not excuse late proposal submissions. Similar types of delays including, but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late proposal submissions. Offerors are cautioned that the Town cannot be responsible for the actions of your chosen carrier or method of delivery.

Proposals are solicited in accordance with the terms, conditions and instructions as set forth in this Request for Proposals. Submission of proposals via telephone, facsimile, or any other method not specifically provided herein is prohibited. Proposals must be completed in accordance with the requirements of the Request for Proposals. No amendments or changes to proposals will be accepted after the closing date and time. No proposals shall be accepted after the stated deadline. The Town reserves the right to reject any or all proposals.

Any material misrepresentation made by an Offeror may void their proposal and eliminate the Offeror's proposal from further consideration. Any proposal that is based upon violation of federal, state or local law, or deemed by the Town, in its sole discretion, to be non-responsive will be eliminated from consideration.

The Town shall not be responsible for any expenses or charges incurred by any Offeror in preparing or submitting a proposal, or in their providing any additional information considered necessary by the Town in the evaluation of their proposal.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

1. *Proposed Schedule*

Listed below are anticipated target dates and relevant times by which actions related to this Request for Proposals will be completed:

EVENT	DATE
Issuing of Request for Proposals	April 22, 2020
Written Questions from Offerors due	May 8, 2020
Proposals Due by 3:30 PM	May 21, 2020
Review and Scoring	June 1, 2020
Target Award Date:	June 8, 2020

2. *Request for Proposals Review, Additional Information and Questions*

Each Offeror is responsible for carefully examining this Request for Proposals and thoroughly familiarizing themselves with each of the Town's requirements prior to their submission of a proposal to ensure that their responses are in compliance with this solicitation.

Each Offeror is responsible for conducting its own investigations and any examinations necessary to ascertain conditions and requirements affecting the requirements of this Request for Proposals. Failure to perform such investigations and examinations shall not relieve the Offeror from its obligation to comply, in every detail, with all of the provisions and requirements contained in this Request for Proposals.

All inquiries during the question and answer period only should be directed via e-mail only to: Christopher P. Schregel, Principal Engineer Assistant, at cschregel@amherst.ny.us by no later than **3:30 PM on May 8, 2020.**

Questions received from all Offerors will be answered and shared with all those interested in responding via email. No other officers, employees, or representatives of the Town are to be contacted regarding this Request for Proposals. The Town accepts no responsibility for, and the Offeror agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the Town.

The Town may, in its sole discretion, also elect to provide both the question(s) and the written answer(s) to all known Offerors via e-mail. Offerors are solely responsible for ensuring that the Town has accurate contact information, including e-mail address(es) for the receipt of such correspondence. The Town does not assume any responsibility for undelivered e-mails or for the receipt of any communication sent to any Offeror.

3. *Addenda and Modifications*

The Town reserves the right, in its sole discretion, to amend this Request for Proposals at any time prior to the deadline for submission of the proposals. In the event that it becomes necessary to revise or expand upon any part of this Request for Proposals, all addendums, amendments, and interpretations will be made in writing and provided to those interested in submitting a proposal. It is

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

the sole responsibility of the Offeror to ensure that the Town's designee has accurate contact information and to review all additional information received such addendums, amendments, interpretations and/or modifications.

All addendums amendments, interpretations and/or modifications shall be deemed to have been incorporated as part of this Request for Proposals as though they were originally set forth in this Request for Proposals. No addenda will be issued later than seven (7) days prior to the date and time for the receipt of offers, except an addenda withdrawing the Request for Proposals, or addenda for postponement of the due date and/or time. The Town does not assume any responsibility for the receipt of information sent to any Offeror except for the information received or observed at the mandatory pre-proposal conference.

Any information supplied by the Town relative to this Request for Proposals must be considered in preparing proposals. All other contacts that an Offeror may have had before or after receipt of this Request for Proposals with any individuals, employees, subcontractors, consultants or representatives of the Town and any information that may have been read in any news media or seen or heard in any communication facility regarding this Request for Proposals should be disregarded in preparing responses.

4. Proposal Format

Offerors are advised to adhere to the submittal requirements of this Request for Proposals. Failure to comply with the instructions of this Request for Proposals may cause their proposal to be rejected. Offeror must provide information in the appropriate areas throughout this Request for Proposals. Submission of a Proposal in response to this Request for Proposals constitutes acceptance of all requirements outlined in this Request for Proposals.

Five (5) sealed copies of the proposals are required. All five (5) proposals may be placed in one sealed envelope. In addition, please submit three (3) original sets of any documents that require you signature. EACH page requiring a signature must be an original signature and be signed in BLUE INK.

The proposal must be signed by each individual Offeror or their authorized representative who shall have the authority to legally bind the Offeror(s). The proposal shall also contain a statement that the proposal, including all proposed prices, contained therein shall remain firm and unchanged for a period of ninety (90) days following the Town's receipt of such proposal. In addition, Offeror must state whether it is willing to hold pricing beyond this period, and if so, for how long.

5. Required Content

1. Cover Letter

All Offerors or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the Offeror that it is willing and able to perform the services described in this Request for Proposals and their responsive proposal.

The cover letter must explain the Offeror's understanding of the Town's intent and objectives as well as how Offeror proposes to achieve those objectives. It must discuss the Offeror's plan for implementing, effectuating and monitoring the described services, including any proposed

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

approach to project management, strategies, tools and safeguards for ensuring performance of all required services, equipment installation and hook-up, software and firmware/hardware considerations, training and ongoing support, as well as any additional relevant factors for the Town's consideration.

2. Company Profile

Offeror is required to prepare and submit a brief description of the Offeror's firm, company, corporation, and contractors which must include:

i. Name, mailing address, email address, telephone number and fax number of the primary contact person for firm;

ii. A brief description of firm, including the number of years in business, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners;

iii. A description of similar deployments in NYSDOT Region 5, and others statewide. See References section.

iv. Financial statement demonstrating your firm's financial capacity to undertake and complete the project;

Each Offeror must provide a summary of their professional qualifications and the experience of all team personnel who will be assigned or dedicated to the services described in this Request for Proposals. For each person identified, describe the following information:

a. Title and reporting responsibility;

b. Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate);

c. Pertinent areas of expertise and past experience;

d. Base location (local facility, as applicable);

3. References

Each Offeror must provide references from at least five (3) Towns/Cities of comparable size or larger than the Town of Amherst, where their comparable services have been successfully implemented and have been in use for not less than one (1) year. References must identify Supervisor/Mayor and team personnel that worked at each location, schedule and project summary.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Descriptions should be limited to one page for each location. Experience will not be considered unless complete reference information is provided. At a minimum, the following information must be included for each client's reference:

i. Client name, address, contact person name, telephone, and fax number;

ii. Description of services provided similar to the services outlined in this Request for Proposals;

iii. Total dollar value of the contract;

iv. Contract term (start and expiration).

The Town may solicit relevant information concerning Offeror's record of past performance from previous clients, or any other available sources.

4. Modifications to Scope of Work/Value Engineering

Offeror shall itemize a list of items that are included in the Offeror's Proposal and in accordance with Section III – Scope of Work or optional additions that help meet or exceed the project goals. Potential add-ons that could support the goals of the project include summary reports or modules to evaluate the performance of equipment, maintenance reporting, and corridor performance. Additionally, Offeror shall clearly list items that are offered to achieve the project goals while deviating from the Scope of Work listed in this Request for Proposals.

5. Other Submission Requirements

Offeror is required to complete, sign, and/or submit the following forms:

A. Proposal Fee (See Section IV) in accordance to specifications and item list
B. Bidders Qualifications Form
C. Prevailing Wage Certification
D. Non-Collusive Bidding Certification
E. Iran Divestment Act Certification
F. Addendum to Major Contract Exposure

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

II. INTRODUCTION

The Town of Amherst owns and operates 55 three-color Traffic Signal devices which are maintained by the Town's Highway Department. All of these signals currently utilize obsolete signal software that has become increasingly harder to maintain and operate. The Town's signal equipment varies by make and model which further makes it more difficult to service and replace parts. As the hardware and software within these systems becomes antiquated, routine maintenance can become costly and troublesome, ultimately translating into travel delays for vehicular traffic.

Currently, the Town's Traffic Signal network lacks any type of active transportation management. As a result, cumulative delays throughout the 600+ miles of roadway in the Town of Amherst results in a poor experience for road users on a day to day basis and has a negative economic and environmental impact. This congestion can ultimately lead to driver frustration, which leads to unsafe road conditions for motorists and other modes of transportation.

1. Innovation Opportunity

The emergence of smart signal technologies in recent years have been proven to help reduce and eliminate inefficiencies that reside within transportation networks. By utilizing Automated Traffic Signal Performance Measures (ATSPMs), high-resolution data can provide valuable insight to traffic experts in order to identify and correct weaknesses within the transportation network.

360-degree cameras may be deployed for vehicle detection, eliminating the need for inductive loop detection at signalized intersections. Loop detection systems are often a maintenance burden and can lead to greater transportation inefficiencies if not working properly. Using video detection, artificial intelligence classification and detection technology can quickly and easily add or replace failing detection at an intersection for actuation. New ATSPM equipment is now capable of generating continuous traffic counts, including turning movement counts, volumes, and classifications to assist planning and engineering teams. These new technologies are capable of delivering alerts to appropriate staff and stakeholders so issues can be handled immediately without relying on driver complaints.

2. Scope of Improvements (General)

The purpose of Phase I Smart Signal Improvement Project is to upgrade traffic signal controllers and install video vehicle presence detector systems at 24 total intersections within the Town of Amherst along Maple Road (CR 196) and Wehrle Drive (CR 290). Existing traffic signal controllers are to be replaced with 2070 1C Linux CPU with Omni (or equal) traffic signal controllers in accordance with the minimum technical requirements outlined in these contract specifications. The Offeror and his/her Contractor (Contractor) shall be responsible for hardware, software and firmware procurement, bench testing, programming, installation, wiring, acceptance testing, and maintenance of traffic, training, and all labor necessary to complete the work for full functionality of the Town's traffic signals within this scope of work.

The Contractor shall also be responsible for the installation of an internet based Central Traffic Signal Management Software Service capable of multimodal detection and counting, ATSMPs, Travel Time, and Analytics. The Central Traffic Signal Management Software Service shall be fully compatible with the new traffic signal controller firmware and video vehicle presence detector

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systems and shall be programmed to remotely monitor and administer the traffic signal controllers and video detector systems to be installed under this scope of work. The Contractor shall be responsible for all licensing, network connectivity and internet based hosting service fees for at least two years from date of node activation, hardware and software installation, setup, testing, programming, wiring, IT coordination, and coordination with Town staff necessary to install.

Upgrades may also include auxiliary cabinet boxes, controller software upgrades, video detection hardware, storage & communication devices, conflict monitors, signal controllers, generator transfer switches, field computers, mounting poles as needed.

3. Intended Project Impact

By adding smart signal technologies to existing traffic infrastructure, the Town of Amherst is seeking to leverage high fidelity data by actively managing signals in a manner to deliver actionable insights to the traffic operations team.

Using Automated Traffic Signal Performance Measures (ATSPMs), it is the Town's intention that this data will be used to prioritize issues in its network, diagnose congestion points, appropriately prescribe the necessary solution, and monitor the effectiveness once deployed. Further, by being able to prioritize issues, the greatest impact can be delivered in the form of reductions in travel time, GHG emissions, fuel savings, and an increase in safety for citizens.

4. Target Intersections – Maple Road

The following Town-owned intersections are targeted for Phase I improvements for Smart Signal Upgrades on Maple Road (Map located in Appendix A-1):

Cabinet #	Intersection	Controller Make	Serial #	Controller Model #	CPU #
18	Maple/Alberta	McCain	007-581	2070	2070 - 1E
3	Maple/N. Bailey	Peek	000005	2070	2070 - 1B
72	Maple/Bowmart	Peek	000007	2070	2070 - 1B
21	Maple/Hillcrest	McCain	8102	2070E	2070 - 1E
44	Maple/Corporate	Peek	000003	2070	2070 - 1B
20	Maple/Flint	McCain	?	2070XL	2070 XL
24	Maple/Maplemere	SafeTran	?	2070E	2070 - 1E
25	Maple/N. Forest	McCain	8161	2070	2070 - 1B
26	Maple/Old Lyme	SafeTran	B6236	2070E	2070 - 1E

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22	Maple/Hopkins	McCain	8106	2070E	2070 - 1E
75	Maple/Culpepper	SafeTran	B14-321	2070E	2070 - 1E
23	Maple/MacArthur	SafeTran	B6250	2070E	2070 - 1E
28	Maple/Youngs	SafeTran	B6244	2070E	2070 - 1E
19	Maple/Ayer	SafeTran	B6241	2070E	2070 - 1E
53	Maple/Tops/Lowes	SafeTran	B6243	2070E	2070 - 1E

5. Target Intersections – Wehrle Drive

The following Town-owned intersections are targeted for Phase I improvements for Smart Signal Upgrades on Maple Road (Map located in Appendix A-2):

Cabinet #	Location	Controller Make	Serial #	Controller Model #	CPU #
71	Wehrle/George Karl	NazTec	1110-004-1667	2070	2070 - 1B
55	Wehrle/Spindrift	McCain	9162	0071B	2070 - B
36	Wehrle/Youngs	McCain	8101	2070L	2070 - 1B
58	Wehrle/College Pkwy	McCain	007-576	2070E	2070 - 1E
33	Wehrle/Garrison	NazTec	110-001-1662	2070	2070 - 1B
43	Wehrle/Aero	McCain	007-577	2070E	2070 - 1E
32	Wehrle/S. Cayuga	SafeTran	B17140	2070E	2070 - 1E
35	Wehrle/S. Forest	Peek	3B31051-000003	2070	2070 - 1B
34	Wehrle/Lamarck	SafeTran	B17142	2070E	2070 - 1E

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

III. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, services, supervision, and incidentals required to complete the work as specified herein.

1. Base Items

Item #	Description	Quantity	Unit
1	Communications Hub & Processor*	24	EA
	- Includes Signal 4G LTE Cellular Communications*		
2	AI Detection Processor*	24	EA
	- Includes all Video Multimodal Detection System Hardware (2 yrs)*		
	- Includes Multimodal Detection and Counting Software (2 yrs)*		
	- Includes ATSPMs, Travel Time and Analytics Software (2 yrs)*		
3	Astro-Brack, Stellar Series, Cable Mount 110" (or equal)	24	EA
4	2070 1C Linux CPU (or equal)	24	EA
	- Includes Omni Software (or equal)		
5	Auxiliary Cabinet	24	EA
6	Mounting Pole for Camera	24	EA
7	Equipment Installation*	24	EA
8	Freight	1	LS

* Items that must meet the project Technical Specifications found in Appendix B

2. Alternate Item

Item #	Description	Quantity	Unit
Alt-1	Green Machine Battery Back-up (or equal)*	24	EA

Under this scope of work, the Contractor shall be required to conform to these minimum specifications.

IV. GENERAL TERMS/REQUIREMENTS

1. Proposal Fee Structure

Each Offeror shall provide a detailed list of all costs related to the traffic signal controller, vehicle video presence system with traffic signal software upgrades and communications, and appurtenances. Any optional components or features recommended by the Offeror, must be separately referenced and include any and all costs attributed to such features.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Each proposal shall include a delineation of all costs attributed to items within this scope of work and shall at a minimum contain the following information:

a) Costs for professional services
   (i) Proposals shall identify any sub-Contractors

b) Construction Labor
   (i) Proposals shall identify any sub-Contractors

c) Equipment
   (i) Hardware cost with software and communications
   (ii) Costs attributable to any required third-party software, internet/cellular connectivity, reporting modules including a statement of whether the software is available for purchase directly from the Offeror

d) Maintenance Agreement costs
   a. A clear understanding of long term (beyond year 2) annual costs for:
      (i) Technical maintenance charges
      (ii) Software maintenance charges

e) Any other related costs

2. *New York State Prevailing Wage*

The services contemplated by this solicitation constitute a public works project. Offerors (sometimes referred to as "Contractor" if a contract is awarded to an Offeror) must use the labor rates and must adhere to New York State Department of Labor rules and regulations in the payment to employees. Refer to Prevailing Labor Rate section. Offeror must sign-off on the Prevailing Wage Certification.

All public works and building service contracts, regardless of dollar value, require the payment of prevailing wages and supplements as established by law by the Department of Labor. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from bidding and/or awarding of service contracts.

Note: Contractors and subcontractors are further required to post the prevailing wage rates in a prominent and accessible place at the work site. Contractor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the contract term.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

3. Evaluation and Selection Process

The process for selecting a successful Offeror for this Request for Proposals will be an open and competitive process. While total costs will be considered in the award of any contract arising from this Request for Proposals, it is not the determining factor. The lowest cost proposal may not necessarily be selected.

The Town intends to award a contract to the Offeror whose proposal it deems to be in the best interests of the Town taxpayers. The Town is under no obligation to award any contract in whole or in part, and it reserves the right, in the Town's sole discretion, to cancel this Request for Proposals at any time before or after closing, without providing reasons for such cancellation. If only one proposal is received, the Town reserves the right to reject it.

Evaluation Process

All proposals received in response to this Request for Proposals will be reviewed by an evaluation committee consisting of representatives from the Town's Engineering Department, Director of Finance, Supervisors Office, and such other Town personnel as Town may in Town's sole discretion include. Selection Criteria will be based on:

1. Compliance with Request for Proposals specifications;
2. Demonstrative experience with similar deployments;
3. Qualifications of team, including sub-Contractors;
4. Estimated time frame for project completion;
5. Proposed cost;

The relative weight that will be applied to the above criteria is as follows, in coordination with the above item numbers:

1. 40%
2. 15%
3. 10%
4. 5%
5. 30%

Proposals which are incomplete and missing key components necessary to fully evaluate the proposal may, at the sole discretion of the committee, be rejected from further consideration due to "non-responsiveness" and rated non-responsive. Proposals providing responses to all sections will be eligible for detailed analysis.

4. Contract Award

The contract with the successful Offeror shall include the terms of this Request for Proposals together with those terms of the successful Offeror's proposal, to the extent they are not inconsistent with the terms of this Request for Proposals, and which have been specifically accepted by the Town of Amherst.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

5. Publicity

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this Request for Proposals and/or the services or products sought by this Request for Proposals and/or any contract awarded pursuant to this Request for Proposals shall require the prior written approval of the Town.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

V. INSTRUCTIONS TO OFFERORS

1. **Insurance shall be procured by the Successful Bidder before commencing work,** no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Agreement Addendum, unless otherwise stipulated in these Bid Specifications. If the insurance is not provided in acceptable form within this period of time, then the Town may declare the vendor non-responsive and award the contract to the next responsible vendor.

2. **Any cash discount** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

3. **Workmanship must meet with the approval of the department head(s) involved, and shall be first class** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed is to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion may be rejected and shall be made good by the contractor at his own expense.

4. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises clean to the approval of the Town.

5. **THIS BID IS FIRM AND IRREVOCABLE for a period of 90 days** from the date and time of the bid opening. If a contract is not awarded within the 90-day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice of his intention to do so upon the Town Engineer. Upon withdrawal of the bid pursuant to this paragraph, the Town will forthwith return the bidder's security deposit.

6. **Price is Firm**. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

7. **Extension of price protection.** Any contract entered into pursuant to this bid to supply the Town of Amherst requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst. All extensions shall be submitted in writing and shall have prior approval by the Town of Amherst.

8. **The undersigned shall be fully accountable** for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, Town, County or State officer or agency empowered to investigate the contract or his performance.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

9. **Termination of contract:**

   a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

   b. At its option, the Town may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the Town.

   c. In the event of termination for any reason other than the fault of the Contractor, or the non-availability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

10. **The successful bidder(s) to whom the bid is awarded shall indemnify and hold harmless** the Town of Amherst and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

11. **Status as an independent contractor:** The successful Bidder to whom the bid is awarded and the Town agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the Town or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder 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 Town of any department, agency or unit thereof.

12. **Governed by New York law:** 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 for any cause of action arising out of this Agreement shall be brought in the County of Erie.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

VI. SPECIFICATIONS

Smart Signal Implementation, Phase I

Please note: Prevailing wages apply to this project

CONTRACT TIME

This contract is anticipated to be awarded on or about June 8, 2020. As such, it is also anticipated that a Notice to Proceed (NTP) will be issued on (or prior to) June 17, 2020. **All associated contract work must be completed within sixty (60) days after issuance of NTP.**

SCOPE AND DESCRIPTION OF ITEMS

The CONTRACTOR shall furnish all labor, materials, tools, equipment, services, and all appurtenances necessary to perform all work required, at the unit or lump sum prices for the items listed below. Each item shall include all costs to perform all work to complete each item.

Base Items

Item #	Description	Quantity	Unit
1	Communications Hub & Processor	24	EA
	- Includes Signal 4G LTE Cellular Communications		
2	AI Detection Processor	24	EA
	- Includes all Video Multimodal Detection System Hardware (2 yrs)		
	- Includes Multimodal Detection and Counting Software (2 yrs)		
	- Includes ATSPMs, Travel Time and Analytics Software (2 yrs)		
3	Astro-Brack, Stellar Series, Cable Mount 110" (or equal)	24	EA
4	2070 1C Linux CPU (or equal)	24	EA
	- Includes Omni Software (or equal)		
5	Auxiliary Cabinet	24	EA
6	Mounting Pole for Camera	24	EA
7	Equipment Installation	24	EA
8	Freight	1	LS

Alternate Items

Item #	Description	Quantity	Unit
Alt-1	Green Machine Battery Back-up (or equal)	24	EA

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

LIQUIDATED DAMAGES

Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **$100** for each day that expires after the time specified for Completion, including any Owner approved extensions, until the Work is complete. Further, Contractor acknowledges that the Owner may deduct the total mount of liquidated damage from moneys due Contractor under this Contract.

TOWN'S RESERVATION OF RIGHTS

Upon submission of an offer in response to this Request for Proposals, each Offeror acknowledges and consents to the following conditions relative to the submission, review and consideration of its' proposal:

1. Offerors are required to bid on all bid items.

2. Award will be made to a selected Offeror in whole or in part.

3. The Town reserves the right to reject any and all bids, to waive any and all informalities, and the right to disregard all non-conforming, non-responsive or conditional bids.

4. The Town also reserves the right to delete bid items prior to or after award if it is deemed to be in the Town's best interest.

5. The Town reserves the right to reject any offer not accompanied by specified documentation. **In order to be considered as a responsible bidder, the attached Prevailing Wage, Non-Collusive Bidding and Iran Divestment Act Certificates must all be signed by the offeror and dated prior to submitting the bid.**

6. The Town reserves the right to reject any offer that shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.

7. The Town reserves the right to reject any offer that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.

8. All costs incurred by the Offeror in connection with responding to this Request for Proposals and for participating in this procurement process shall be borne solely by the Offeror.

9. The Town reserves the right, without prior notice, to supplement, amend, or otherwise modify this Request for Proposals, or otherwise request additional information.

10. All proposals in response to this Request for Proposals shall become the property of the Town and will not be returned.

11. All proposals in response to this Request for Proposals shall constitute public records subject to public disclosure.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

12. The Town may request that Offerors personally attend or send representatives to the Town for interviews and a demonstration of Offeror's proposed services.

13. Any and all proposals in response to this Request for Proposals that are not received by the Office of the Town Engineer by 3:30 PM on May 21, 2020 shall be rejected and not subject to consideration.

14. Neither the Town, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation, preparation or delivery of any proposal(s) submitted in response to this Request for Proposals.

The Town reserves the unilateral right to make determinations, in the Town's sole discretion and to accordingly exercise the following rights and options with regard to this Request for Proposals and the procurement process in order to obtain the most advantageous offer for the Town:

1. To waive irregularities and/or minor non-compliance by any Offeror with the requirements of this Request for Proposals;

2. To request clarification and/or further information from one or more Offerors after the submitted deadline for proposals without becoming obligated to offer the same opportunity to all Offerors;

3. To enter into negotiations with one or more Offerors without being obligated to negotiate with, or offer the same opportunity, to all Offerors;

4. To reject any or all proposals or parts of proposals, to accept part or all of a proposal or proposals on the basis of considerations other than lowest cost and to create a project of lesser or greater expense and scope and/or breadth than described in this Request for Proposals or the Offeror's proposal based on the component prices submitted;

5. To determine that any proposal received in response to this Request for Proposals complies or fails to comply with the terms set forth herein;

6. To determine whether any perceived or actual conflict of interests exists that would affect or impair the award of any contract arising from this Request for Proposals to any Offeror(s);

7. To waive any technical non-conformance with the terms of this Request for Proposals;

8. To change or alter the schedule for any events called for in this Request for Proposals;

9. To conduct investigations of any or all of the Offerors, as the Town deems necessary or convenient, to clarify the information provided as part of the proposal and to request additional information to support the information included in any proposal;

10. To suspend or terminate the procurement process described in this Request for Proposals at any time. If terminated, the Town shall have the unilateral right to

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

determine to commence a new procurement process without any obligation to the Offerors;

11. The Town shall be under no obligation to complete all or any portion of the procurement process described in this Request for Proposals.

Offerors are advised to submit a complete offer as their proposal. Any waiver, clarification or negotiation will not be considered an opportunity for Offerors to correct errors contained in their proposals.

PERSONNEL AND EQUIPMENT OPERATORS

Contractor is to have a foreman with OSHA 10 certification onsite at all times. The operators must be well trained in the operation of the equipment and must be skilled in the performance of all phases of the work required to be done.

CONDITION OF EQUIPMENT

Equipment utilized by the contractor must be in good operating condition and maintained in such condition while performing the work required under any resultant contract.

TRAINING

The Contractor shall provide one day of training consisting of two 4-hour training sessions for the operation and maintenance of controller firmware and all traffic software. Firmware functionality and reporting shall be included as a module of the training sessions.

The Contractor shall supply classroom training to the Town of Amherst staff and their affiliates to provide the knowledge and skills needed to manage, operate, and maintain the new traffic controller firmware and Traffic Signal Management Software. The Contractor shall provide the training courses on the operation and use of the new technologies. Functionality, monitoring, and reporting capabilities of the firmware and software shall be included as a module of the training sessions. In addition, the Contractor shall provide ad-hoc training as required and as requested by Town of Amherst to insure knowledge transfer of system operation and system configuration maintenance, especially for IT related areas.

The Contractor shall submit for Town of Amherst approval a training plan for providing the training described herein. The training plan shall be submitted for review. The training plan shall address the required courses and classes to accommodate the operational deployment of the technologies.

The Contractor shall submit a complete description for the training course, no later than 30 days prior to the scheduled start of the first class for that course, for Town of Amherst approval. The description shall include a delineation of all features and functions to be covered by the course. The Contractor shall certify that trainees of train-the-trainer courses either have or have not achieved a level of technical competence needed to present their courses to others. The Contractor shall also provide opportunities for hands-on practice exercises, questions and answers, and terminology reviews to assess the trainee's understanding of the material presented during the course.

Course printed materials shall be assembled for accessibility for in-class and on-job reference, with tabbed sections and content-related labels. The Contractor shall provide sufficient training materials for each trainee for each course necessary to complete the training program. Software online resources shall be provided by the vendor or contractor.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

WARRANTY

The contractor agrees to guarantee all work, labor, services and materials, for the period of Three year(s). Any and all defective workmanship or materials shall be replaced by the contractor at no cost to the Town for a period of three (3) years from the date of invoice for the associated purchase and/or installation.

WORK EXPERIENCE

The successful Offeror will have to show evidence that their company has equipment and experience necessary to perform the required work.

COMMENCEMENT AND DURATION OF WORK

Weather permitting; the successful Offeror will be required to begin work within fourteen (14) days after receipt of Notice to Proceed from the Town of Amherst. Thereafter, until completion of the job, work shall be continuous unless the designated Town representative determines that operations shall be temporarily suspended. All work will be done Monday through Friday 7am – 5pm unless other arrangements are made prior to work commencing.

EXECUTION OF CONTRACT

The successful Offeror will be required to sign the contract and to comply in all respects with the statutory provisions relating to the contract within fifteen (15) days after the approval date by the Amherst Town Board.

DAMAGE

The contractor will be held responsible for all damage incurred to the project site(s) and/or the surrounding areas (public or private) such as, but not limited to: lawn damage, rutting, structural damage to buildings, structures, fences, sidewalks, driveways, etc. The contractor will, in the event of any damage, notify the Town immediately and shall make the necessary repairs by qualified personnel within a reasonable amount of time, or if agreed to by both parties, the Town will have the necessary repairs made and the Contractor will be billed for said repairs. Payments during that corrective work period shall be held until such time as the necessary repairs have been made and approved by the Town.

PAYMENTS

The Contractor shall invoice the Town of Amherst monthly based on completed progress. All certified payrolls must be provided to the Town with each Contractor invoice. Please note that no payments shall be made on invoices that do not include the certified payrolls associated with the work. The Town will pay all complete invoices within thirty (30) days of receipt. Please note that the Town of Amherst is exempt from the payment of New York State Sale Tax.

END OF SPECIFICATIONS

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Town of Amherst

AGREEMENT

This AGREEMENT, made as of the 5th day of April, 2021

by and between Northeast Signals, Inc, hereinafter referred to as the

OFFEROR and also referred to as the SUBCONTACTOR within the Exhibit A, and the Town of Amherst, a municipal corporation of the State of New York,

hereinafter referred to as the Town of Amherst:

WHEREAS, a sealed proposals were received and opened by the Town of Amherst Engineering Department on May 21, 2020 at 3:30 p.m..

WHEREAS, the proposal of the Offeror submitted in accordance therewith for the following item bid amounts:

Item	Description	Qty	Unit	Unit Cost	Cost
1	Communications Hub & Processor - Includes Signal 4G LTE Cellular Communications	24	EA	$ 5,672.00	$ 136,128.00
2	AI Detection Processor - Includes all Video Multimodal Detection System Hardware (2 yrs) - Includes Mulitmodal Detection and Counting Software (2 yrs) - Includes ATSPMs, Travel Time and Analytics Software (2 yrs)	24	EA	$ 10,919.00	$ 262,056.00
3	Astro-Black, Stellar Series, Cale Mount 110" (or equal)	24	EA	$ 100.00	$ 2,400.00
4	2070 1C Linux CPU (or equal) - Includes Omni Software (or equal)	24	EA	$ 3,200.00	$ 76,800.00
5	Auxiliary Cabinet	24	EA	$ 450.00	$ 10,800.00
6	Mounting Pole for Camera	24	EA	$ 100.00	$ 2,400.00
7	Equipment Installation	24	EA	$ 500.00	$ 12,000.00
8	Frieght	24	EA	$ 42.00	$ 1,008.00
9	Miovision SmartLink (In-kind, at no cost)	24	EA	$ 0	$ 0
				Total	**$ 503,592.00**

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Was selected in accordance to the Evaluation and Selection Process; and

WHEREAS, a contract is herewith awarded to the Offeror by the Town of Amherst, in accordance with the provisions therein contained; and

NOW, therefore, the Offeror does hereby for its heirs, executors, administrators and successors agree with the Town of Amherst that, the Offeror shall for the consideration mentioned, and in the manner set forth in the Town of Amherst Request for Proposal and the Offeror's Proposal for Project No. **2019.052,** Specifications hereto, furnish the equipment and materials and perform the work and services described in Appendix 'C', NYSERDA Agreement 153296 Statement of Work, Schedule, and Budget for the above noted units prices and upon completion and approval of the work, as per specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

OWNER:

TOWN OF AMHERST, NEW YORK

By _____

Town Supervisor

CONTRACTOR:

Northeast Signal, Inc.
PO Box 309
101 West Main St., Elbridge, NY 13060

BY _____

Steven Atkins, CTO

(Seal if by Corporation)

_____

Town Attorney

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

VII. OFFEROR'S QUALIFICATIONS

FORM FOR INDIVIDUALS, PARTNERSHIPS, OR PERSONS DOING BUSINESS UNDER ASSUMED NAMES

Official Name Northeast Signal, Inc.

Official Business Address 101 W. Main St Elbridge, NY 13060

For Partnerships and Assumed Names Only:

Has Certificate been filed with County Clerk in which business is carried out?

YES x NO ____

Date of Filing Certificate 1-1-1991

Names and Addresses of Individuals included in Certificates:

Roger J Spain 204 E. Main St Elbridge, NY 13060

To be filled in by individuals, Partnerships and persons doing business under Assumed Names:

Names/Addresses/Phone Nos. of Individuals or Firms for whom similar work has been done:

Name and Location of Work	Responsible Official/Phone	Engineers/ Architects	Date of work	Cost
Dave Cooper - Onondaga County	315.382.2451	Engineer	2/1/2020	120,000
Dennis Moss - Town of Tonawanda	716-480-0580	Engineer	8/1/2019	80,000
CDTA - Thomas Guggisburg	518.437.8300	Engineer	7/1/2020	100,000
City of Albany - Bill Trudeau	518-424-7534	Engineer	6/25/2018	200,000

List Financial References:

Lyons National Bank 315.689.9530 - McCain Inc 760.727.8100 - Dialight Inc 732.919.3119- Global Traffic Technologies Inc 651.789.7333- Miovision Inc. 519.513.2407

Any additional information which may be of mutual benefit to both CONTRACTOR and Town of Amherst list on separate sheet and attach.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

CORPORATE FORM

Official Corporate Name _____

Official Business Address _____

Incorporated Under laws of State of _____

Certificate of Incorporation filed in the Office of the Clerk of the County of _____

Date of Incorporation _____

Name, address and Official Title of Principal Officers of Corporation and Stockholders with ten percent (10%) or more of stock.

_____

_____

_____

_____

_____

Names/addresses/phone nos. of Individuals or Firms for whom similar work has been done:

Name and Location of Work	Responsible Official/Phone	Engineers/ Architects	Date of work	Cost

List Financial References:

_____

_____

_____

_____

_____

Any additional information which may be of mutual benefit to both CONTRACTOR and Town of Amherst list on separate sheet and attach.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

CERTIFICATE OF EQUIPMENT

I Steven Atkins - Northeast Signal Inc. hereby certify that

Northeast Signal, Inc are the owners or lessee of the

equipment necessary for the execution of this Contract, and further certify that Northeast Signal, Inc.

are fully prepared with the necessary capital, materials, and machinery to conduct this

work as herein specified. The equipment available for the execution of this Contract is listed below:

45 Foot Bucket Truck

Northeast Signal
Name of Bidder

BY Steven Atkins 5-20-20

CTO
Title

Brendan Spain Brendan Spain 5-20-20
Witness

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Town of Amherst

VIII. PREVAILING WAGE CERTIFICATION

In bidding this project as required in the bid documents, we hereby certify the following by **initialing the box and signing below**. Failure to include this completed form signed shall invalidate the bid.

SCHEDULE OF STATE MINIMUM WAGE RATES

A. The labor on this Contract shall be performed in all respects in full accordance with the Labor Law of the State of New York. In accordance with Section 220, Subdivision 3, and Section 220-D, of the Labor Law, the Industrial Commissioner has designated as the minimum hourly rates to be paid to employees on this Work the rates shown on the schedule that can be found at the following link:

http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1496677

B. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplements to be paid to all laborers, workmen and mechanics employed on public work projects, at the time the work is performed. The amount of supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements.

C. The CONTRACTOR shall make provisions for disability benefits, workmen's compensation, unemployment insurance and social security as required by law.

[X] **We hereby certify and acknowledge that this bid has been prepared in accordance with the above provisions.**

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 19th day of May, 20 20

FIRM NAME Northeast Signal, Inc.

ADDRESS 101 W. Main St Elbridge, NY 13060

AUTHORIZED SIGNATURE

PRINTED NAME OF AUTHORIZED SIGNATURE Steven Atkins

TITLE CTO TELEPHONE NO. 315.664.0673

EMAIL ADDRESS: satkins@nesignal.com

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Town of Amherst
Engineering Department

IX. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this 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 as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 19 day of May, 20 20

TERMS NET 30 DELIVERY DATE AT DESTINATION 6/25/2020

FIRM NAME Northeast Signal, Inc.

ADDRESS 101 W. Main St Elbridge, NY

ZIP 13060

AUTHORIZED SIGNATURE

TYPED NAME OF AUTHORIZED SIGNATURE Steven Atkins

TITLE CTO TELEPHONE NO. 315.664.0673

(Rev.1/2009)

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

X. GENERAL TERMS & CONDITIONS

QUALIFICATIONS OF OFFERORS

Offerors shall be experienced in the kind of Work to be performed, shall have the necessary equipment and shall possess sufficient capital to properly execute the work within the time allowed. As evidenced of their competency to perform the Work, Offeror shall complete and submit with their Proposal, the statement of Offeror's qualifications and resources, which is bound in the Project Manual. Low Offerors may be asked to furnish additional data to demonstrate competency. Proposals received from Offerors who have previously failed to complete similar work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Proposal may be rejected if Offeror cannot show that he has the necessary ability, plant and/or equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Proposal may be rejected if Offeror is already obligated for the performance of other work that would delay the commencement, prosecution, or completion of the Work defined herein.

SCHEDULE OF STATE MINIMUM WAGE RATES

A. The labor on this Contract shall be performed in all respects in full accordance with the Labor Law of the State of New York. In accordance with Section 220, Subdivision 3, and Section 220-D, of the Labor Law, the Industrial Commissioner has designated as the minimum hourly rates to be paid to employees on this Work the rates shown on the schedule that can be found at the following link:

http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1496677

B. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplements to be paid to all laborers, workmen and mechanics employed on public work projects, at the time the work is performed. The amount of supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements.

C. The CONTRACTOR shall make provision for disability benefits, workmen's compensation, unemployment insurance and social security as required by law.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

CONTRACTOR AND PARTY-IN-INTEREST INSURANCE

The CONTRATOR or Party-in-Interest shall procure and maintain at his own expense, and without expense to the **Town of Amherst**, until final acceptance by the **Town of Amherst** of the work covered by the Contract, and thereafter at such times during the one-year period that the CONTRACTOR or Party-in-Interest shall return to the project site to correct defects or complete any items under the Contract, insurance for liability for damages imposed by law, of the kinds and in the amount hereinafter provided, in insurance companies authorized to do such business in the State of New York, covering all operations under the Contract, whether performed by him or by subcontractors. Before commencing the work, the CONTRACTOR or Party-in-Interest shall furnish to the **Town of Amherst**, a certified copy of the original policy, and such number as the **Town of Amherst** may request of a Certificate or Certificates of Insurance in form satisfactory to the **Town of Amherst**, being Certificate of Insurance form, Major Construction, which certificate or certificates shall provide that in the event of cancellation, change or non-renewal of the policies, the company will give thirty (30) days advance written notice to the Town of Amherst at the address listed above.

WORKER'S COMPENSATION INSURANCE

A policy covering the obligations of the Contract in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker's Compensation Law covering all operations under the Contract, whether performed by him or his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing the same shall secure compensation coverage for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law. (State Finance Law, Section 142).

DISABILITY BENEFITS

A policy covering the obligations of the CONTRACTOR of Party-in-Interest in accordance with Article 9 of the Workmen's Comp Law.

LIABILITY AND PROPERTY DAMAGE INSURANCE

Unless otherwise specifically required by the special specifications, each policy with limits of not less than:

BODILY INJURY – LIABILITY		PROPERTY DAMAGE – LIABILITY	
Each Occurrence	Aggregate	Each Occurrence	Aggregate
$1,000,000	$2,000,000	$1,000,000	$2,000,000

For all damages arising during the policy period, shall be furnished in the types specified, via:

1. CONTRACTOR'S Liability Insurance issued to and covering the Liability for damages imposed by law upon the CONTRACTOR or Party-in-Interest with respect to all work performed by him under this Contract;

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

CERTIFICATE OF INSURANCE

TOWN OF AMHERST CERTIFICATE OF INSURANCE
Minimum Insurance Standards for Contractors
Engaged in Construction Projects

A. The subscribing insurance company certifies to the **Town of Amherst, 5583 Main Street, Williamsville, NY 14221,** that insurance policies as described below have been issued to the insured named below and are in force at this time:

Description of Work: Smart Signal Implementation, Phase I

A. Major Construction and Maintenance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Primary Contact at Broker
Broker Name Address Address Phone Number	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Insured Name Address Address Phone Number	INSURER A : Insurer Name INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Includes XCU			#########			MED EXP (Any one person)	$ 5,000
	X Blanket Contractual AI	X	X		##/##/####	##/##/####	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
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			#########			BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X		##/##/####	##/##/####	PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	##########	########	########	AGGREGATE	$ 5,000,000
	DED RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SUBMIT proof of Workers			PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A			Compensation and disability			E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below			as per examples attached			E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Cyber Liability			##########	########	########	Per Claim	$1,000,000
							Aggregate	$1,000,000

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signed by Broker

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Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

2. CONTRACTOR'S Protective Liability Insurance issued to and covering the Liability for damages imposed by law upon the CONTRACTOR OR Party-in-Interest with respect to all work under this Contract performed for the CONTRACTOR or Party-in-Interest by subcontractors;

3. OWNER'S Protective Liability Insurance issued to and covering the Liability for damages imposed by law upon the **Town of Amherst** with respect to all operations under this Contract by the CONTRACTOR, the Party-in-Interest; or by his subcontractors, including omissions and supervisory acts of the **Town of Amherst** and the Agents and employees of the insured. Such insurance shall name as additional primary assured or assureds, the person, persons or corporation specified in the Contract and the **Town of Amherst** and/or agents, inspectors and employees of any municipal body or public utility which may have granted permits in connection with the work;

4. Contractual Liability Insurance issued to and covering the liability imposed by Contract upon the **Town of Amherst** for work performed on private land with respect to all operations under this Contract by the CONTRACTOR, the Party-in-Interest or by his subcontractors.

FIRE INSURANCE AND UMBRELLA COVERAGE

The CONTRACTOR or Party-in-Interest shall effect and maintain insurance against loss by fire, extend coverage perils such as windstorms, etc., vandalism and malicious mischief, upon all work in place, and all materials stored at the building site, whether or not covered by partial payments made by the **Town of Amherst**. This insurance shall be in an amount equal to the full insurance value thereof at all times, and shall be for the benefit of the **Town of Amherst**, the CONTRACTOR, Party-in-Interest, and such subcontractors and materialmen as their interest may respectively appear. The **Town of Amherst** shall be furnished with a certified copy of the policy before the work has started.

CONTRACTOR'S AUTO LIABILITY & PROPERTY DAMAGE INSURANCE

The CONTRACTOR or Party-in-Interest shall procure and shall maintain during the life of this contract, Automobile Bodily Injury Liability Insurance in the amount of not less than $1,000,000 for injuries, including accidental death, in an amount not less than $1,000,000 on account of one accident and Automobile Property Damage Liability Insurance in an amount not less than $1,000,000.

INDEMNITY

The CONTRACTOR or Party-In-Interest shall defend, protect, indemnify and save harmless the **Town of Amherst,** its Architects, Consulting Engineers, agents, servants and employees from any and all damages or claims whatsoever, occasioned or caused to any person, partnership, association or corporation, or occasioned or caused to any property, arising out of or from the negligence, failure to act, or want of care of supervision of the CONTRACTOR, Party-In-Interest and/or the **Town of Amherst**, its Architects, Consulting Engineers, agents, servants and employees and Subcontractors, or anyone directly or indirectly employed by them in the performance or non-performance of this Contract, or from any defective condition of the materials furnished or supplied under this Contract.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

The CONTRACTOR or Party-In-Interest will, at his own expense, defend, indemnify, and save harmless, and repair any damage that shall in the course of the Work and construction under this Contract be done or caused to any road, private right-of-way, adjacent, abutting or overhead property, which shall include, but shall not be limited to lands, foundations, walls, buildings (abutting, under and overhead) and structures of all kinds, and shall make good any damage arising from physical injuries to owners, lessees, operators or occupants of any buildings and/or structures.

The liability of the CONTRACTOR or Party-In-Interest is absolute, and is not dependent upon any question of negligence, whether on the part of the CONTRACTOR, the Party-In-Interest, the **Town of Amherst**, or any agent or employee of the **Town of Amherst**.

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Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2021

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
Delmonico Insurance Agency
906 Spencer St.
Suite 206
Syracuse NY 13204

CONTACT NAME: Emily Haines
PHONE (A/C, No, Ext): 315-565-3256 **FAX (A/C, No):** 315-425-7010
E-MAIL ADDRESS: ehaines@delmonicoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Main Street America Assurance Co	29939
INSURER B : NGM Insurance Company	14788
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED NORTSIG-02
Northeast Signal, Inc.
PO Box 309
Elbridge NY 13060

COVERAGES **CERTIFICATE NUMBER:** 902175044 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	BPU7226V	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	B1Z2920A	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	CUU7226V	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WCU7226V	3/5/2021	3/5/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$ 100,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Per the terms and conditions of form numbers: BPM 3100 1207; BP 0497 0106; 64-K291 0518 Blanket Additional Insured and waiver of subrogation applies as required by written contract. Additional Insured on the General Liability Policy includes Ongoing & Completed Operations on a Primary and Noncontributory basis. Umbrella follows form.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) NORTHEAST SIGNAL INC. 101 W. MAIN STREET ELBRIDGE, NY 13060 **Work Location of Insured** *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	**1b. Business Telephone Number of Insured** **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number** 20-0081061
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	**3a. Name of Insurance Carrier** Main Street America Assurance Co **3b. Policy Number of entity listed in box "1a"** WCU7226V **3c. Policy effective period** 03/05/2021 to 03/05/2022 **3d. The Proprietor, Partners or Executive Officers are** ☐ **included.** (Only check box if all partners/officers included) ☑ **all excluded or certain partners/officers excluded.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Joseph E. Delmonico
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 03/29/2021
(Signature) (Date)

Title: Agent, President

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-472-4242

Please Note: *Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are* ***NOT*** *authorized to issue it.*

C-105.2 (9-07)

www.wcb.state.ny.us

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Workers' Compensation Law

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Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

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)
NORTHEAST SIGNAL INC.

101 W. MAIN STREET
ELBRIDGE, NY 13060

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
200081061

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL519713

3c. Policy effective period
01/01/2020 to 12/31/2021

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/14/2020 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

DB-120.1 (10-17)

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Town of Amherst
Engineering Department

XI. ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Town of Amherst.

(Rev. 1/2009)

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

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:

Northeast Signal, Inc
Print Name of Company

By: _____
Signature

Steven Atkins - CTO
Printed name

Date: 5-19-20

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Northeast Signal, Inc.

Signature:

Print Name: Steven Atkins

Title: CTO

Date: 5/19/2020

Sworn To Before Me This

20th Day of May, 2020

Notary Public

MARY G. ADSIT
NOTARY PUBLIC STATE OF NEW YORK
ONONDAGA COUNTY
LIC. #4872432
COMM. EXP 09/29/2022

Revised 4.2017

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Appendix A

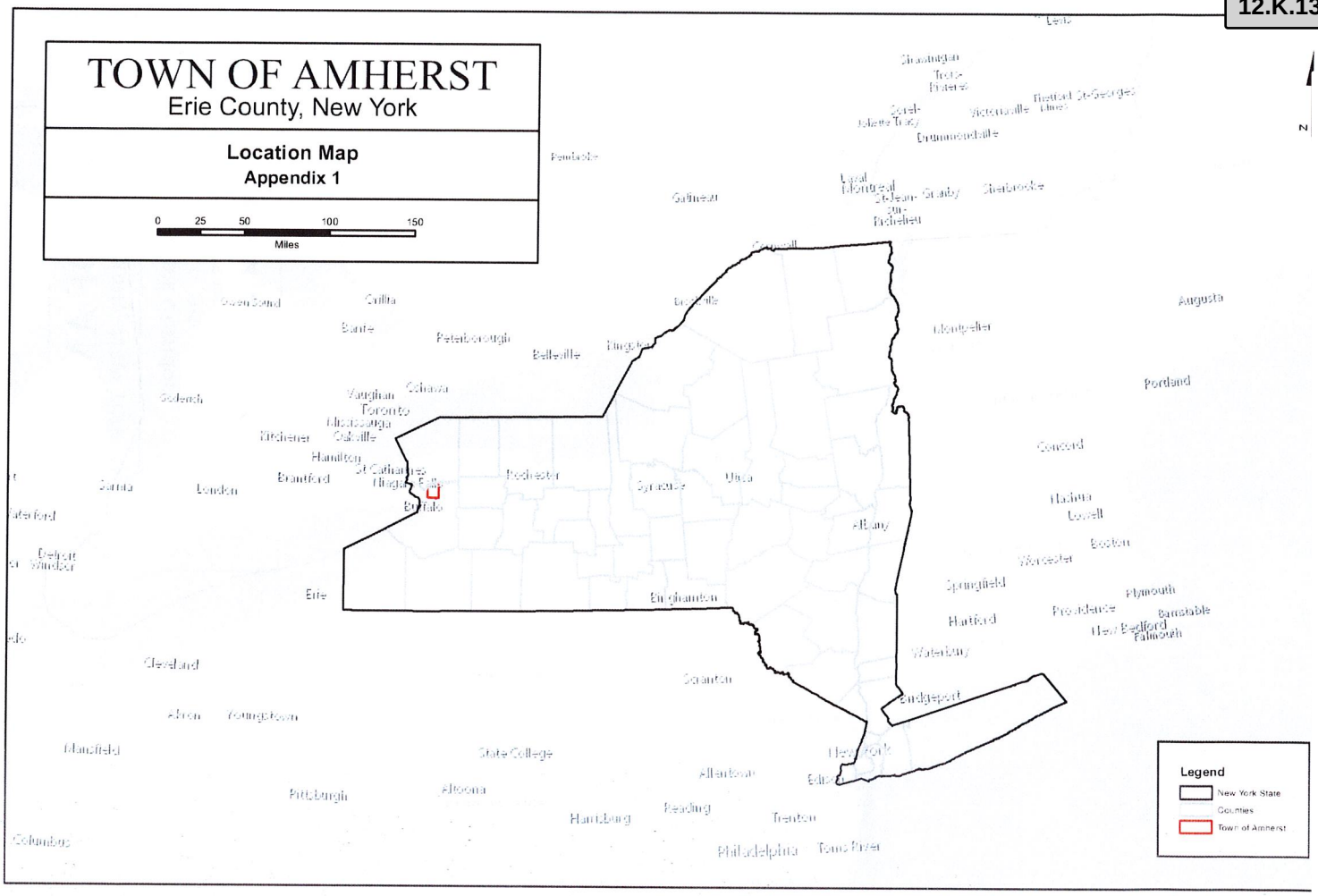
Location Maps

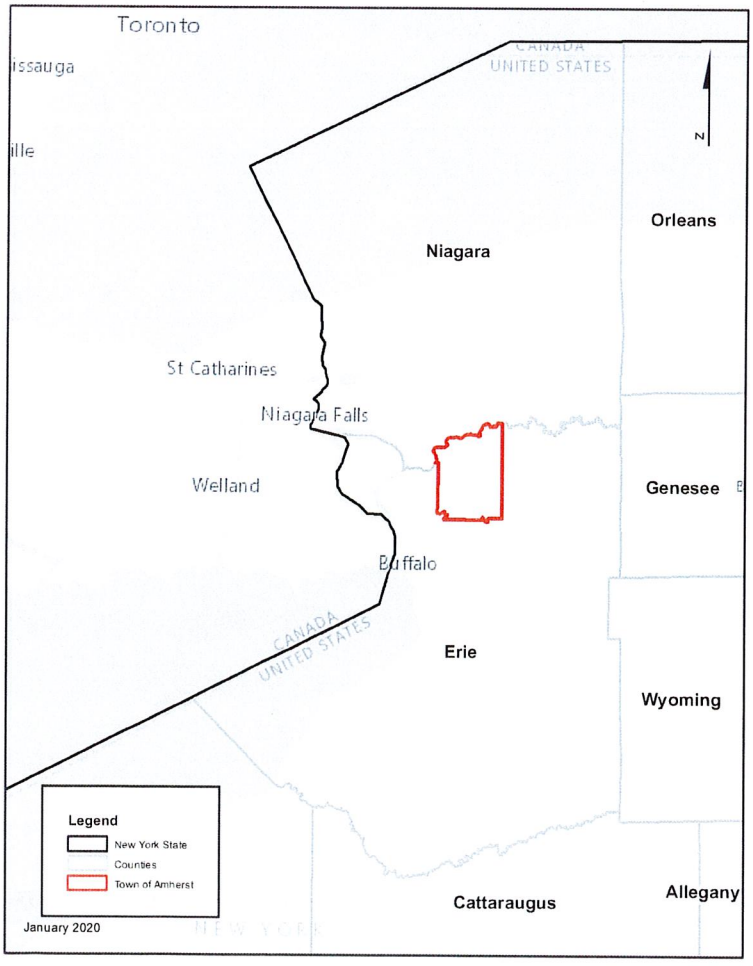
Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

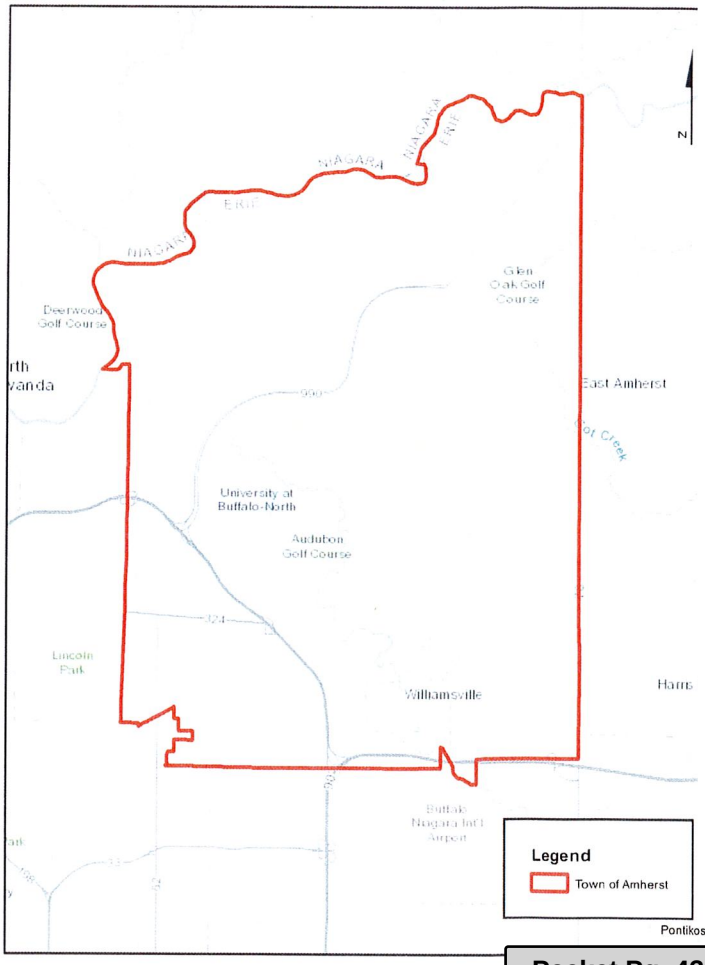
TOWN OF AMHERST
Erie County, New York

Location Map
Appendix 1

0 25 50 100 150
Miles







Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

TOWN OF AMHERST
Erie County, New York

Maple Corridor
A-1

0.5 0.25 0 0.5
Miles

Legend
- Signal (Amherst)
- Signal (NYS)
- Smart Signal Camera
- Fire Stations
- State Road
- County Road
- Local Road
- House of Worship
- Maple Corridor
- School
- Parks
- Golf Courses
- Village of Williamsville
- Higher Education
- Town Boundary

Daemen College

University at Buffalo North Campus

Village of Williamsville

January 2020

Pantikos

TOWN OF AMHERST

Erie County, New York

Wehrle Corridor

A-2

0.5 0.25 0 0.5

Miles

April 2020

Legend

- Signal (Amherst)
- Signal (NYS)
- Smart Signal Camera
- Fire Stations
- State Road
- County Road
- Local Road
- House of Worship
- Wehrle Corridor
- Incidental Park
- Business Park
- School
- Parks
- Golf Courses
- Airport
- Village of Williamsville
- Higher Education
- Town Boundary

Village of Williamsville

Erie Community College

Buffalo-Niagara International Airport

Pontikos

N

Appendix B

Offeror Proposal

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Town of Amherst, NY

JOB # 2019.052

Smart Signal Implementation in the town of Amherst, NY

Submitted to:

Christopher P. Schregel
Town of Amherst Engineering Dept.
1100 N. Forest Road
Williamsville, NY 14221

Submitted by:

Steven Atkins
Northeast Signal, Inc.
PO Box 309
101 W. Main St
Elbridge, NY 13060

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Cover letter

Dear Christopher P Schregel PE, Date: 5/19/20

Enclosed herein is the proposal titled: Smart Signal Implementation, Phase 1 – TOA Job# 2019.052

Northeast Signal fully understands the Town of Amherst's end goal of implementing Smart Traffic Signals along the Wehrle Dr and Maple Rd corridors. Northeast Signal will upgrade all 24 Traffic Signals with Traffic Controller CPU's, Traffic Controller Software, a Single Point Video Based Detection System, 4G LTE communication, a full suite of Cloud Based Analytics and cutting-edge battery backup.

Our proposed solution will allow the Town of Amherst to take a more proactive approach in its traffic signal management by making data driven decisions to address traffic congestion, safety, and operational efficiency, ultimately resulting in a better citizen experience.

Understanding the importance of connectivity to the Town of Amherst's Smart Signal Strategy, an in-kind contribution will be included, as an additional 24 SmartLink Systems. These systems will integrate seamlessly with the Town of Amherst's existing traffic controllers, cabinets, and detection to provide 4G LTE connectivity, remote monitoring of the intersection operation, and a full suite of analytics (where existing detection is installed). This in-kind contribution will double the amount of intersections that have connectivity and can generate comprehensive traffic data for the Town of Amherst.

Northeast Signal will provide a complete end-to-end solution that includes installation, maintenance, training on all products involved, and a lifetime support warranty which includes, but is not limited to, physical installation and wiring, programming, as-built drawings, onsite training, software setup, controller timing support, rephasing/rewiring of the traffic cabinets, and onsite and/or remote assistance for the life of the products.

Proposed Solutions:

McCain 2070-1C Linux CPU:
The McCain 2070-1C CPUs have been designed to meet the Caltrans TEES 2009 specification for the optional 2070 1C CPU. The CPU module meets or exceeds all TEES and NEMA functional and environmental requirements for traffic signal hardware. These CPUs, which includes the Linux multi-tasking operating system, provides a true, industry standard, open architecture platform.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

McCain Omni eX Intersection Control Software:
Omni eX® Intersection Control Software is a revolutionary tool for managing the most demanding traffic control applications. Compatible with 2070 and NEMA-based ATC platforms and any style cabinet, Omni eX software provides a single solution for any infrastructure. Integrating with McCain Transparity® TMS enables complete ITS functionality by controlling all NTCIP devices through one system.

Miovision TrafficLink Video Vehicle Presence Detection System:
The Miovision TrafficLink detection system provides next generation detection and analytics capabilities. The roadside Artificial Intelligence (AI) provides unparalleled accuracy for detecting, counting, and classifying Pedestrians, Bicycles, Passenger Vehicles, Trucks, and Buses for use by agency or partner agencies' operations, planning, and safety teams. The TrafficLink Detection system includes the Miovision SmartLink, transmits hi-resolution data from controllers, provides cellular and emailed alerts, and travel time data over the 4G/LTE network. Through the TrafficLink portal, the Town of Amherst can remotely access cabinet equipment including controllers and conflict monitors, collect and analyze all of the data required to improve traffic flow and efficiency, and measure before-and-after results of their optimization efforts.

ZincFive UPStealth 2
The UPStealth 2 is the latest generation in ZincFive's UPStealth series of nickel-zinc battery-based uninterruptible power supplies (UPS). It delivers all the value of the original UPStealth - the fastest growing UPS for ITS – and now with more capabilities to maintain mission critical systems in the Always-On ITS world. Key new capabilities include more compact and lightweight nickel-zinc battery designs, longer run times, extensive event logging, and simplified user interface with the industry's first Navigation Dial for UPS operation and configuration. The user interface also supports browser-based remote system management, email messaging, and remote updating capabilities.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

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Company Profile

Northeast Signal, Inc.
PO Box 309
101 W. Main St
Elbridge, NY 13060
rspain@nesignal.com
Office: 315.689.1045
Office: 315.689.9849
Fax: 315.689.5369

Primary Contact : Steven Atkins | 315.664.0673 | satkins@nesignal.com

Northeast Signal combines the best products in the industry with exceptional customer service. We are an elite distributor of traffic control devices and intelligent support equipment. The company was started in 1990 and our management team has over 80 years of combined experience in bringing innovative and cost effective solutions. We serve all of New York and Connecticut, from Buffalo to Long Island and all the way past Hartford. What started out as an answer for a one stop traffic shop, continued on and become the premier distributor for some of the biggest names in the business such as Global Traffic Technologies, McCain Traffic, Peek, Dialight, Gridsmart, Redline, RTC, Reno, Actelis, Pelco Inc., and Miovision. We represent, sell and support a variety of different products from many manufacturers, but we also strive to continuously bring the latest and greatest in state of the art equipment to keep your traffic flowing. With our highly trained and dedicated team, we can help you attain any goal you set forth for your traffic infrastructure. We can truly assist your municipality on any project big or small, whether it is help from the start with specifications or engineering to completion with integration and programming. We maintain a staff of 6 people in sales, engineering, and installation from our offices and manufacturing facilities in Elbridge and Skaneateles which are located South West of Syracuse, NY.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Northeast Signal, Inc Financial Statement

Assets

Current Assets

Checking 9861 $ 215,689.52
Accounts Receivable 1,197,784.00
Total Current Assets 1,413,473.52

Property and Equipment

Equipment 20,228.28
Furniture & Fixtures 1,000.00
Auto 142,392.49
Accumulated Depreciation (21,228.28)
A/D-Auto (51,514.00)
Total Property and Equipment 90,878.49

Other Assets

Prepaid Rent 66,024.73
Prepaid Wages 33,850.00
Due to/from 101 W Main St 11,398.51
Due to/from Wayside 3,000.00
Brendan Loan 3,000.00
Organizational Costs 500.00
Accum Amort Organizational Cos (500.00)
Total Other Assets 117,273.24

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Professional Qualifications:

Title and reporting responsibility: Steven Atkins, CTO
Project Role: Fulfill, install, configure, and integrate ITS Equipment
Base location: Central Office in Elbridge, NY

Steven Atkins

Experience:

Northeast Signal, Inc. Elbridge, NY 13060
CTO/ITS Engineer 8/31/2010 to Present

- Installation/Integration/Testing of all Traffic Control and ITS Equipment
- Product Technical Services/Support/Training
- Product Design and Engineering (Traffic Control Cabinets/Specialized ITS Products)
- Traffic Signal/ITS Project Design and Engineering
- Traffic Signal Coordination Plan Design and Deployment
- Adaptive Signal Control Design and Deployment
- Traffic Studies
- Maintain Multiple cities ATMS Software Platforms and Traffic Signals

Education/training:

University of Hawaii - Manoa, HI
MASc Electrical Engineering 2003
Cayuga Community College Auburn, NY
Associates Computer Science 1998

Certifications:

- Cisco CCIA Routing and Switching Cisco ID# 77412
- Cisco CCNA Network Security Cisco ID#1892
- Certified Technology Specialist – General, Design and Installation (CTS/CTS-D/CTS-I)
- IMSA Work Zone Safety
- IMSA Traffic Signal Bench Level 1,2,3
- IMSA Traffic Signal Field Level 1,2,3
- Pelco IP Camera Design and Technician
- Global Traffic Technologies Emergency Vehicle Preemption
- FHWA/NSA Traffic Signal Coordination
- FHWA/NSA Traffic Signal Timing
- ITE Traffic Signal Operations Specialist
- OSHA Construction Safety and Health Specialist
- Certified Solidworks CAD Expert
- Certified Solidworks Sheet Metal Design
- Certified Solidworks Wire and Cable Router Design
- Microsoft Certified Application Specialist (Server, SQL, Studio)

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Sajad Shiravi

Project role

By leveraging his extensive experience in ATSPMS Sajad, along with the Town of Amherst will address mobility, traffic safety, and overall traffic operations by using real-time data to assess, optimize, and measure the impact of changes made within the cities frame of reference

Education

- University of New Brunswick, Fredericton Canada
- Master of Science | 2013
- Civil Engineering - Transportation

Current employment

2016 – Current

Senior Traffic Engineering Specialist | Miovision Technologies | Kitchener, Canada

- Using ATSPMs (signal performance data) to monitor the performance of signalized intersections and developing solutions and timing plans to improve intersection and corridor performance.
- Developing methods and new metrics to quantify the performance of multi modal traffic (including surrogate safety measures) obtained from computer vision creating significant competitive advantage .
- Developing and testing cutting edge control strategies through simulation such as Freight and Transit Signal Priority.
- Developing solutions in turning traffic data into useful actionable intelligence for traffic engineering, active corridor management and transportation planning applications. Provided input in developing new tools to assist traffic analysts in conducting impact studies.

Transportation-related projects & acknowledgements

- Author of the eBook titled: Clear Signals-How to Use ATSPMs To Keep Your Intersections Healthy, 2019
- Primary presenter on the FHWA webinar on "The Impact of Automated Traffic Signal Performance Measures (ATSPM) on the Design and Operation of Signalized Intersections" on June 21st, 2018.
- Best paper award at the 4th international conference on transportation information and safety, Banff, Alberta for paper titled "Continual retiming of traffic signals using big travel time data"
- Takeaways From a Big Data Performance Evaluation of 150 Signalized Intersections Across North America", Accepted for presentation at the 2019 TAC/ITS Canada Conference and 2019 ITSA Conference, 2019 Washington DC
- High Resolution Intersection Pedestrian Performance Measures Using AI Video Detection, presented at the ITSA and ITS World Congress Conference, Singapore 2019
- More than 25 conference and journal papers with 93 citations to this point.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Project Plan:

Step	Owner	Description
Project Kick-off Meeting	Steve Atkins Northeast Signal	Prior to shipping of hardware, Northeast Signal will lead a kick-off call to plan the installation and work through the details in this project to ensure everyone is ready. Participants from Town required: Traffic Engineer, Signal Technician(s), Approving manager
Installation of Field Equipment	Steve Atkins Northeast Signal	Northeast Signal will coordinate with the town to schedule installation of all hardware.
Configuration of Traffic Signal controller software	Steve Atkins Northeast Signal	Configuration of traffic signal software will be done in conjunction with installation of field equipment.
Configuration of Vehicle Detection System and Actuation	Steve Atkins Northeast Signal and Miovision	Configuration of detection zones, labels, and associated phases will be completed for each intersection location.
Configuration of Miovision TrafficLink portal	Steve Atkins Northeast Signal and Miovision	Configuration and association of all signal phasing and detection to approaches, directions, and movements. This configuration is required for the accurate generation of Signal Performance Metrics.
Signal Performance Measurement (Before Data)	Miovision TrafficLink Portal	For a period of at least two to four weeks, the traffic system will run as built to assess the "before" operation of the corridor. All data including Travel Times and Signal Performance Metrics will be available in the Miovision TrafficLink portal.
Signal Performance Data Assessment, Training, and Consultation	Steve Atkins Northeast Signal Sajad Shiravi Miovision	With support from Miovision, issues and opportunities for improvement of the signal timings will be identified using Signal Performance Measures. Presentation will be prepared for training with town staff.
Client Training	Steve Atkins Northeast Signal and Miovision	In-depth training will start with training for controller software, detection configuration, and signal performance measurement. The end of the training session will include recommendations and next steps on signal timing improvements.
Signal Performance Measurement (After Data)	Miovision TrafficLink Portal	After sufficient collection of "before data" Signal Performance Data will be used to identify any obvious issues immediately if any exist - but for a period of two to four weeks, "after" data will be collected by the Miovision TrafficLink system should any changes be made.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Final Report	Steve Atkins Northeast Signal Sajad Shiravi Miovision	Upon completion of the "after" data collection period, a report with the recommendations, actions taken, and a comparison of before-and-after-data will be compiled and presented to the Town of Amherst.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

References

Client Information	Description of services	Dollar value	Contract Term
Town of Tonawanda **Contact:** Matt Sutton City Traffic Engineer Phone: 716.957.1570 Address: 150 Fillmore Ave Tonawanda, New York 14150 United States	Tonawanda has Miovision deployed along 6 intersections along the Brighton Rd corridor. The city wanted better detection actuation to service the vehicles commuting through this corridor, specifically a tricky 5 leg intersection at Brighton and Eggert where they were experiencing several issues. Tonawanda also is leveraging cellular communications for remote monitoring and remote access to cabinet devices as well as our data to continue to monitor traffic congestion along the Brighton Rd Corridor.	~$80,000	2 years
City of Albany **Contact:** William Trudeau City Traffic Coordinator Phone: 518.434.5791 Address: 526 Central Ave Albany, New York United States	The City of Albany is using Miovision in a combination of ways. They have complete TrafficLink detection systems at several locations for actuation, communications, and data collection. However, they also have several SmartLink only systems in the field for cellular communications, remote monitoring, and the ability to pull traffic signal performance measures using their existing detection systems. This is a way for the city to leverage its existing investment in detection to generate data but also provides an affordable and turnkey upgrade path to add TrafficLink detection to those locations in the future.	~$200,000	2 years
Onondaga County **Contact:** David Cooper County Traffic Engineer Phone: 315.435.3205 Address: 421 Montgomery Street Syracuse, New York United States	Onondaga currently has 14 systems installed. They originally implemented TrafficLink for detection but quickly began to leverage the data we generate to address and manage intersections congestion. TrafficLink's built-in cellular communications allows the County to have remote access to their intersections and future integration to their central management system.	~$170,000	2 years
City of Detroit, MI **Contact**: Sunny Jacob, Phone: 313.628.5604 Address: 2633 Michigan ave Detroit, Michigan 48216	Installation began in 2016. To date we have approximately 460 intersections installed. Detroit's smart intersection system incorporates Miovision TrafficLink communications and detection solutions, providing access to data, detection, and counts of all the various transportation	~$3,000,000	5 years

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

United States	modes within the city.		
City of Quincy, MA: **Contact:** Chris Cassani Phone: 617.376.1936 x001 Address: 1305 Hancock Street Quincy, Massachusetts 02169 United States	Quincy currently has over 30 full TrafficLink systems currently installed leveraging many of its capabilities such as detection, communications, video surveillance, and video analytics including 24/7 traffic and pedestrian counts. Miovision is a key component to their Smart Signal initiative and is now integrated into their adaptive signal system. The adaptive system actually uses Miovision AI data to allow them to prioritize for pedestrians where necessary such as at a HAWK Signal.	~$300,000	2 years
Pima County, AZ: **Contact**: Michelle Montagnino Phone: 520.724.5895 Address: 201 North Stone Avenue Tucson, Arizona 85701 United States	Pima County began using Miovision for communications and remote monitoring their intersections in 2017. We are now installed at all 110 of their intersections and are the cities main system to manage their signals. They leverage our cellular communications across all signals and use the data generated from TrafficLink to address traffic congestion, safety and operational efficiencies.	~$1,500,000	3 years

Additional References

Client Information	Description of services	Dollar value	Contract Term
City of Buffalo **Contact:** Nick Pugliese Traffic Signal Superintendent Phone: 716.481.2563 Email: npugliese@ch.ci.buffalo.ny.us	Buffalo is currently using us for detection, actuation, and cellular communications. We are currently working with their GoBike program on how they can leverage TrafficLink data to address pedestrian and bike safety in Buffalo.	~$50,000	2 years
Town of Milton, Ontario, Canada **Contact:** Heide Schlegl, 905.878.7252 x2506	Leveraging Trafficlink for communications and data to address traffic congestion as the town is growing rapidly in population. One highlight is that Milton used TrafficLink data on a traffic improvement project which targeted a commuter corridor along busiest highway in Canada	~$200,000	2 years

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Modifications to Scope of Work/Value Engineering

We understand the importance of connectivity to your town's Smart Signal Strategy. As such, we are making an in-kind contribution. We will be providing an additional 24 SmartLink systems which will integrate seamlessly with Amherst's existing traffic controllers, cabinets, and detection to provide 4G LTE connectivity, remote monitoring of the intersection operation, and a full suite of analytics (where existing detection is installed). This contribution will double the amount of intersections that have connectivity and can generate traffic data for the Town of Amherst.

We agree to furnish the requirements as laid out in page 9, Section III Scope of Work in the RFP. We have included here additional information for Appendix B: Project Specifications found on page 39 of the RFP document, to demonstrate our ability to comply and complete the functions identified by the Town of Amherst in the RFP.

Project Specifications:

Hardware

Wireless data acquisition, alerts, and analytics system

Communications Interface Hardware

a. Shall support 4G LTE cellular connectivity with MiMo and diversity (Bands 2, 4, 5, 13, 17, 25), HSPA+, GSM/GPRS/EDGE, EV-DO Rev A, 1XRTT with peak downlink of 100Mbps and peak uplink of 50Mbps

The Miovision SmartLink and Antenna support 4G LTE cellular connectivity with MiMo and diversity (Bands 2, 4, 5, 13, 17, 25), HSPA+, GSM/GPRS/EDGE, EV-DO Rev A, and 1XRTT with peak downlink of 100Mbps and peak uplink of 50Mbps.

b. shall support 802.11 a/b/g/n with MiMo and Diversity antennas with security of at least 64/128 bits WEP, WPA, WPA2

The Miovision SmartLink antenna supports 802.11 a/b/g/n with MiMo and Diversity antennas with security of at least 64/128 bits WEP, WPA, WPA2. This wireless band is only used for the capture of WiFi MAC addresses for the purpose of travel time calculation, and not for WiFi hotspots.

c. shall support GPS and GLONASS

The Miovision SmartLink and antenna support GPS and GLONASS used to automatically locate connected devices.

d. shall support communication of Telemetry Data, Video Data, Alert Data, and Vehicle Identification Data to the Server via the Communication Service

The Miovision SmartLink securely transmits all Telemetry Data, Video Data, Alert Data, and Vehicle Identification Data to Miovision's cloud portal, TrafficLink. SmartLink devices can use Miovision's 4G LTE managed communications service, or leverage agency's existing high-speed communication (eg. fiber, wireless radios, etc.)

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

e. shall support direct communication between the Server and the devices connected to Controller Interface Hardware

Miovision TrafficLink securely communicates directly to field-deployed SmartLink devices and to other agency-configured devices in the cabinet.

Antenna Hardware

a. shall provide an externally mounted antenna for supporting functionality of Communications Interface

Miovision provides an externally mounted antenna. Low profile (31mm, 1.22") 6-in-1 antenna includes adhesive (3M9448) for top of cabinet installation with silicone around the edge to provide additional protection.

- 2* LTE MIMO 698 to 960MHz/1710 to 2170MHz/ 2490 to 2690MHz
- 2* WIFI 2.4GHz/5GHz
- 1* GPS-GLONASS-BEIDOU antenna
- 1* DSRC antenna (not populated on SmartLink)
- Worldwide 4G bands including 3G and 2G
- IP67 enclosure

b. shall contain the following fully-enclosed antenna elements and quantities in a single enclosure:

Low profile (31mm, 1.22") 6-in-1 antenna includes adhesive (3M9448) for the top of cabinet installation with silicone around the edge to provide additional protection.

- 2* LTE MIMO 698 to 960MHz/1710 to 2170MHz/ 2490 to 2690MHz
- 2* WIFI 2.4GHz/5GHz
- 1* GPS-GLONASS-BEIDOU antenna
- 1* DSRC antenna (not populated on SmartLink)
- Worldwide 4G bands including 3G and 2G
- IP67 enclosure

- **2G/3G/LTE MIMO (quantity: 2)**

Miovision provides an antenna with 2 LTE MIMO 698 to 960MHz/1710 to 2170MHz/2490 to 2690MHz: Enabling Worldwide 4G Bands including 3G and 2G.

- **2.4GHz/5GHz WIFI MIMO (quantity: 2)**

Miovision provides an antenna with 2* WIFI 2.4GHz/5GHz.

- **GPS/GLONASS/BEIDOU (quantity: 1)**

Miovision's antenna includes a GPS-GLONASS-BEIDOU antenna. That can be used for GPS location (Lat/long) as well as time sync functions for the traffic controller.

- **DSRC (quantity: 1)**

Miovision provides a future proof antenna that includes a DSRC antenna. Firmware to use DSRC functionality is not provided in the default firmware.

c. shall have labeled antenna terminations for easy installation

Miovision's antenna provides tags/labels indicating the correct use and port connection for each installation and for troubleshooting.

d. shall not exceed 35mm in height

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

The dimensions of the antenna supplied with SmartLink are: 21.6cm (w) x 9.3cm (d) x 3.0cm (h) or 8.5" (w) x 3.6" (d) x 1.1" (h).

e. shall be colored Pantone 427 U for blend with traffic cabinet construction

The antenna provided is colored Pantone 427 U.

f. shall be IP67 rated and mounted on the cabinet with a water-tight seal made of a closed cell rubber type foam and medium-firm acrylic adhesive with bonding features including a high initial adhesion and excellent high/low temperature holding power with excellent peel strength

The antenna provided includes Screw-Mount [Permanent Mount] and IP67 Enclosure. The seal on the mount is a water-tight seal made of a closed cell rubber type foam and medium-firm acrylic adhesive with bonding features including a high initial adhesion.

Controller Interface Hardware (NTCIP)

a. shall communicate with an NTCIP compliant controller over ethernet providing auto-negotiation to 10/100 Mbps, half or full duplex

Miovision's SmartLink supports data collection from NTCIP compliant controllers over ethernet, providing auto-negotiation to 10/100 Mbps, half or full-duplex.

b. shall provide an ethernet cable for interfacing with NEMA TS2 type A1N, A2N, P1N, or P2N controllers.

Miovision's SmartLink devices come equipped with 4ft(122cm) lengths of CAT5 ethernet cable to connect to ethernet ports on NEMA TS2 type A1N, A2N, P1N, and P2N controllers.

c. the ethernet cable shall meet NEMA operating temperature specification -34 °C to 74 °C (-29 °F to 165 °F)

The ethernet cables provided with Miovision's hardware meet or exceed NEMA operating temperature specifications of -34 °C to 74 °C (-29 °F to 165 °F).

d. the ethernet cable shall be shielded with stranded conductor and jacket meeting UL 2556d

The ethernet cable provided with Miovision's hardware is a stranded conductor with jacket meeting UL 2556d. Agencies can optionally use their own cable if they are temperature rated and shielded.

e. shall communicate to the controller over TCP/IP

The Miovision SmartLink supports communications to the controller over TCP/IP.

f. shall support communication over SNMP v1, v2c, and v3 protocols

The Miovision SmartLink supports communications to the controller over SNMP v1, v2c and v3 protocols.

g. shall support communication over STMP NTCIP protocols reading all objects defined in NTCIP 1201 and 1202 supported by the controller

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Miovision SmartLink communicates over STMP NTCIP protocols to read the objects and status groups defined in NTCIP 1201 and 1202. The supported data varies by controller vendors' support and consistency around open NTCIP standards.

h. shall acquire and record phase, channel, detector, pedestrian detector, pre- emption, alarm and overlap statuses at a frequency of no less than 10 times per second including whether a phase is next or has a call for service on it

The Miovision SmartLink collects and records all phase, channel, detector, pedestrian detector, pre-emption, alarm, and overlap statuses at a frequency of 10 times per second, including the next phase as well as calls for service.

i. shall read and distinguish between detector, pedestrian detection and pre- emption device information from all detectors, pedestrian detectors and pre- emption devices wired into the cabinet

Miovision SmartLink reads and distinguishes between detector, pedestrian detection, and pre-emption device information for any associated devices wired into the cabinet.

j. shall detect failure of a detector, pedestrian detector or pre-emption device in either always high, or always low mode based on user configuration.

Miovision's SmartLink detects the failure of detectors, pedestrian detectors, or pre-emption devices.

k. shall detect all controller defined failures of a detector defined in NTCIP-202::ASC.vehicleDetectorAlarms

Miovision SmartLink detects all controller defined failures of detectors that are defined in NTCIP-1202::ASC.vehicleDetectorAlarms.

l. shall detect all detector defined failures of a detector defined in NTCIP-1202::ASC.vehicleDetectorReportedAlarms

Miovision SmartLink detects all detector defined failures of a detector that are defined in NTCIP-1202::ASC.vehicleDetectorReportedAlarms.

m. shall detect the free mode status of the controller

Miovision SmartLink detects the free mode status of the controller.

n. where provided by the controller shall read coordination information including cycle and sync status, as well as current and future coordination plan parameters

Where provided by the controller, Miovision SmartLink reads coordination information including cycle and sync status, as well as current and future coordination plan parameters.

o. shall support distinguishing between minimum green, extension, maximum, green rest, yellow change, red clearance and red rest intervals of a phase.

The Miovision SmartLink distinguishes between minimum green, extension, maximum, green rest, yellow change, red clearance, and red rest intervals of a phase.

p. shall identify flash status, stop time, external start, power restart, low battery, a serviceable call

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

exists and has not been serviced for two cycles, or SDLC response fault.

The Miovision SmartLink identifies flash status, stop time, external start, power restart, low battery, if a serviceable call exists and has not been serviced for two cycles, or SDLC response fault.

q. shall support measurement of the existing sequence selected

The Miovision SmartLink supports the measurement of the existing sequence selected.

r. shall support reading of the phase table, sequence table, channel table and overlap table

The Miovision SmartLink supports the reading of the phase table, sequence table, channel table, and overlap table.

s. shall support controller clock re-syncing

The Miovision SmartLink supports controller clock sync, configurable to a user specified time of day.

t. shall support placing a call on a phase if a detector is in fault

Calls on a phase can be made remotely through leveraging the communications of the Miovision's SmartLink.

u. shall support running the traffic controller in free mode through force, hold and omit directions

The Miovision SmartLink provides secure communications, in order to support remote control with force, hold, and omit directions.

v. shall support setting the current timing plan dial, split, or offset

The Miovision SmartLink supports secure communications to set the current timing plan dial, split, or offset.

w. shall support setting of coordination plan parameters including but not limited to splits, offsets, and cycle length

The Miovision SmartLink supports secure communications to adjust splits, offsets, and cycle length parameters.

x. shall support setting of phase table parameters

The Miovision SmartLink supports secure communications to set phase table parameters.

y. shall support capturing and reporting Controller Faults based on controller reported flash status reasons of 'other', 'automatic', 'localManual', 'faultMonitor', 'mmu', 'startup', and 'preempt'

The Miovision SmartLink supports the capturing and reporting of Controller Faults based on controller reported flash status reasons of 'other', 'automatic', 'localManual', 'faultMonitor', 'mmu', 'startup', and 'preempt'.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Peripheral Interface Hardware

a. shall support 2 x USB 2.0 device ports

The Miovision SmartLink supports 2 USB 2.0 device ports.

b. shall support 4 x 10/100/1000 Ethernet ports

The Miovision SmartLink supports up to 4 x 10/100/1000 ethernet connections.

c. shall support PoE on 2 x of the above ports, with at least one of which capable of supporting PoE+

Of the Ethernet ports on the Miovision SmartLink, 2 support PoE, and 1 of those support PoE+.

d. shall support temperature-rated storage comprising of a solid state drive of at least 64 GB and expandable up to at least 512GB:

The Miovision SmartLink contains a temperature-rated solid state drive of 64GB. The solid state drive is upgradable (by the vendor or partner) to up to a 512GB solid state drive.

- **shall utilize Multi-Level Cell (MLC) flash memory or better**
  The Miovision SmartLink solid state drive utilizes MLC flash memory.
- **shall be SATA III compliant**
  The Miovision SmartLink solid state drive is SATA III compliant.
- **shall provide support for SMART command set**
  The Miovision SmartLink solid state drive supports the SMART command set.
- **shall meet minimum shock resistance of 1500 G/0.5ms**
  The Miovision SmartLink solid state drive meets shock resistance of 1500 G/0.5ms.
- **shall meet minimum vibration resistance 5~800 Hz at 5G peak**
  The Miovision SmartLink solid state drive meets vibration resistance 5~800 Hz at 5G peak.

e. shall support the optional upgrade and replacement of the built-in solid state drive with a higher-capacity industrial temperature rated solid state drive

The Miovision SmartLink supports the optional upgrade and replacement of the built-in 64GB solid state drive with a 512GB industrial temperature rated solid state drive.

f. shall provide light-emitting diode (LED) indicators for Server connectivity, Ethernet link/activity, power, cellular link/activity and signal strength

The Miovision SmartLink LED lights indicate server connectivity, ethernet link and activity, power, cellular link and activity, and cellular signal strength.

g. shall support 4 x RS232 serial connections (one port configurable to RS485) with RJ45 connectors

The Miovision SmartLink supports 4 x RS232 serial connections with RJ45 connectors. One of the serial ports is configurable to RS485.

h. shall provide Digital IOs pins 4 x I/O pins (200mA sinking each), digital input, 0~30V, 1 x 24VDC supply pin (200mA max sourcing), 5 x ground

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

The Miovision SmartLink supports digital general purpose IOs (GPIO). These connections include pins 4 x I/O pins (200mA sinking each), digital input, 0~30V, 1 x 24VDC supply pin (200mA max sourcing), 5 x ground.

i. shall provide galvanic isolation between earth ground and logic ground

The Miovision SmartLink provides galvanic isolation between earth ground and logic ground.

j. shall provide data buffering of all Telemetry Data (controller state, detector actuations, pre-emption events) and Alert Data during periods of loss of cellular connection for at least 12 minutes

The Miovision SmartLink buffers all Telemetry Data and Alerts Data during periods of loss of cellular connection for at least 12 minutes.

k. shall provide data buffering of all Telemetry Data and Alert Data during periods of loss of power for at least 10 seconds

The Miovision SmartLink buffers all Telemetry Data and Alerts Data during periods of power loss for at least 10 seconds.

Certification Testing

a. shall be fully NEMA tested and compliant, including shock, vibration, voltage, and thermal articles 2.2.7-2.2.11

Devices are fully NEMA tested and compliant. Compliance certificate provided by a 3rd party evaluation.

b. shall support NEMA operating temperature specification -34 °C to 74 °C (-29 °F to 165 °F)

All devices are tested and rated to the NEMA operating temperature range indicated -34C to 74C.

c. shall support NEMA storage temperature specification -34 °C to 74 °C (-29 °F to 165 °F)

All devices are tested and rated to the NEMA storage temp -34C to 74C.

d. shall support humidity operating requirements of 5% - 95% RH non-condensing

Miovision devices comply and are tested to meet the 5% - 95% RH (non-condensing).

e. shall be FCC tested and compliant

Miovision's devices are tested to meet FCC Part 15 Subpart B Conducted and Radiated Emissions. They are also tested to comply with the industry-standard - NEMA compliant to NEMA TS-2 Environmental requirements.

f. shall be ROHS compliant

All components sourced and used in the assembly are RoHS compliant.

Device-Level (Local) API Data Access

a. shall support the access of data by third-party devices via TCP/IP

The Miovision SmartLink provides access to third-party devices in the traffic cabinet over an ethernet connection via TCP/IP.

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b. shall provide live data access over a MQTT (publisher/subscriber) interface for edge device integrations and connected vehicle applications

The Miovision SmartLink provides live data access over a MQTT interface for edge device integrations and connected vehicle applications.

c. shall support the selection of MQTT Quality-of-Service 0,1, and 2 for robust data deliverability

The Miovision SmartLink MQTT interface supports the selection of MQTT Quality-of-Service 0, 1, and 2 for robust data deliverability.

d. shall provide topics for device-level subscribers that include the following data:

- **red, green, or yellow light status on each channel in the cabinet when the status of any channel changes**
  The Miovision SmartLink MQTT interface provides red, green, or yellow light status on each channel in the cabinet when the status of any channel changes.
- **status on each detector channel in the cabinet when any detector status changes**
  The Miovision SmartLink MQTT interface provides the status on each detector channel in the cabinet when any detector status changes.
- **preempt status on every preempt channel in the cabinet when any preempt status changes**
  The Miovision SmartLink MQTT interface provides the status on every preempted channel in the cabinet when any detector status changes.
- **when connected to NTCIP controllers, the active timing plan (actionPlan, pattern, dayPlan, and localFree) when the active timing plan changes.**
  When connected to NTCIP controllers, the Miovision SmartLink MQTT interface provides the active timing plan (actionPlan, pattern, dayPlan, and localFree) when the active timing plan changes.
- **when connected to the Video Detection and Analytics System, shall provide object presence, movement data for vehicles, pedestrians and bicycles**
  When connected to the Miovision SmartSense Video Detection and Analytics System, the Miovision SmartLink MQTT interface provides object presence, movement data for vehicles, pedestrians, and bicycles.

e. shall support the output of data topics at 1/10th of second (100ms) resolution

The Miovision SmartLink MQTT interface outputs data topics at a 1/10th of a second (100ms) resolution.

f. shall provide device endpoint to activate high and low priority preemption mechanisms of any connected controller from third-party cellular-based vehicle priority and preemption systems

The Miovision SmartLink provides a device endpoint to activate high and low preemption mechanisms of any connected controller from third-party cellular-based vehicle priority and preemption systems.

Wireless data acquisition, alerts, and analytics system (SDLC)

Communications Interface Hardware

a. Shall support 4G LTE cellular connectivity with MiMo and diversity (Bands 2, 4, 5, 13, 17, 25), HSPA+, GSM/GPRS/EDGE, EV-DO Rev A, 1XRTT with peak downlink of 100Mbps and peak uplink of

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50Mbps

The Miovision SmartLink and Antenna support 4G LTE cellular connectivity with MiMo and diversity (Bands 2, 4, 5, 13, 17, 25), HSPA+, GSM/GPRS/EDGE, EV-DO Rev A, 1XRTT with peak downlink of 100Mbps and peak uplink of 50Mbps.

b. shall support 802.11 a/b/g/n with MiMo and Diversity antennas with security of at least 64/128 bits WEP, WPA, WPA2

The Miovision SmartLink antenna supports 802.11 a/b/g/n with MiMo and Diversity antennas with security of at least 64/128 bits WEP, WPA, WPA2. This wireless band is only used for the capture of WiFi MAC addresses for the purpose of travel time calculation, and not for WiFi hotspots.

c. shall support GPS and GLONASS

The Miovision SmartLink and Antenna support GPS and GLONASS used to automatically locate connected devices.

d. shall support communication of Telemetry Data, Video Data, Alert Data, and Vehicle Identification Data to the Server via the Communication Service

The Miovision SmartLink securely transmits all Telemetry Data, Video Data, Alert Data, and Vehicle Identification Data to Miovision's cloud portal TrafficLink. SmartLink devices can use Miovision's 4G LTE Managed Communications service, or leverage agency's existing high-speed communication (eg. fiber, wireless radios, etc.)

e. shall support direct communication between the Server and the devices connected to Controller Interface Hardware

Miovision TrafficLink securely communicates directly to field-deployed SmartLink devices and to other agency-configured devices in the cabinet.

Antenna Hardware

a. shall provide an externally mounted antenna for supporting functionality of Communications Interface

Miovision provides an externally mounted antenna. Low profile (31mm, 1.22") 6-in-1 antenna includes adhesive (3M9448) for the top of cabinet installation. Silicone around the edge provides additional protection.

- 2* LTE MIMO 698 to 960MHz/1710 to 2170MHz/2490 to 2690MHz
- 2* WIFI 2.4GHz/5GHz
- 1* GPS-GLONASS-BEIDOU antenna
- 1* DSRC antenna (not populated on SmartLink)
- Worldwide 4G bands including 3G and 2G
- IP67 enclosure

b. shall contain the following fully-enclosed antenna elements and quantities in a single enclosure:

- **2G/3G/LTE MIMO (quantity: 2)**
  Antenna includes 2x LTE MIMO 698 to 960MHz/1710 to 2170MHz/2490 to 2690MHz. Worldwide 4G bands including 3G and 2G.

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- **2.4GHz/5GHz WIFI MIMO (quantity: 2)**
  Antenna includes 2x WIFI 2.4GHz/5GHz.
- **GPS/GLONASS/BEIDOU (quantity: 1)**
  Antenna includes 1x GPS-GLONASS-BEIDOU antenna.
- **DSRC (quantity: 1)**
  The antenna includes DSRC.

c. shall have labeled antenna terminations for easy installation

All cable and connectors required for each antenna component are color coded and labelled with a tag.

d. shall not exceed 35mm in height

The dimensions of the antenna supplied with SmartLink are: 21.6cm (w) x 9.3cm (d) x 3.0cm (h) or 8.5" (w) x 3.6" (d) x 1.1" (h).

e. shall be colored Pantone 427 U for blend with traffic cabinet construction

Antenna provided is coloured Pantone 427 U.

f. shall be IP67 rated and mounted on the cabinet with a water-tight seal made of a closed cell rubber type foam and medium-firm acrylic adhesive with bonding features including a high initial adhesion and excellent high/low temperature holding power with excellent peel strength

Antenna provided includes Screw-Mount [Permanent Mount] and IP67 Enclosure. The seal on the mount uses a water-tight seal made of closed-cell rubber-type foam and medium-firm acrylic adhesive with bonding features including a high initial adhesion.

Controller Interface Hardware (NTCIP)

a. shall communicate with an NTCIP compliant controller over ethernet providing auto-negotiation to 10/100 Mbps, half or full duplex

Miovision SmartLink supports data collection from NTCIP compliant controllers over ethernet - providing auto-negotiation to 10/100 Mbps, half or full duplex.

b. shall provide an ethernet cable for interfacing with NEMA TS2 type A1N, A2N, P1N, or P2N controllers.

Miovision SmartLink devices come equipped with 4ft(122cm) lengths of CAT5 ethernet cable to connect to ethernet ports on NEMA TS2 type A1N, A2N, P1N, and P2N controllers.

c. the ethernet cable shall meet NEMA operating temperature specification -34 °C to 74 °C (-29 °F to 165 °F)

Ethernet cable provided with Miovision hardware meets or exceeds NEMA operating temperature specifications of -34 °C to 74 °C (-29 °F to 165 °F).

d. the ethernet cable shall be shielded with stranded conductor and jacket meeting UL 2556d

Ethernet cable provided with Miovision hardware is stranded conductor with jacket meeting UL 2556d. Agencies can optionally use their own cable if temperature rated and shielded.

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e. shall communicate to the controller over TCP/IP

The Miovision SmartLink supports communications to the controller over TCP/IP.

f. shall support communication over SNMP v1, v2c, and v3 protocols

The Miovision SmartLink supports communications to the controller over SNMP v1, v2c, and v3 protocols.

g. shall support communication over STMP NTCIP protocols reading all objects defined in NTCIP 1201 and 1202 supported by the controller

Miovision SmartLink communicates over STMP NTCIP protocols to read the objects and status groups defined in NTCIP 1201 and 1202. The supported data varies by controller vendors' support and consistency around open NTCIP standards.

h. shall acquire and record phase, channel, detector, pedestrian detector, pre- emption, alarm and overlap statuses at a frequency of no less than 10 times per second including whether a phase is next or has a call for service on it

The Miovision SmartLink collects and records all phase, channel, detector, pedestrian detector, pre-emption, alarm, and overlap statuses at a frequency of 10 times per second, including the next phase as well as calls for service.

i. shall read and distinguish between detector, pedestrian detection and pre- emption device information from all detectors, pedestrian detectors and pre- emption devices wired into the cabinet

Miovision SmartLink reads and distinguishes between detector, pedestrian detection, and pre-emption device information for any associated devices wired into the cabinet.

j. shall detect failure of a detector, pedestrian detector or pre-emption device in either always high, or always low mode based on user configuration.

Miovision SmartLink detects failure of detector, pedestrian detector, or pre-emption devices.

k. shall detect all controller defined failures of a detector defined in NTCIP-1202::ASC.vehicleDetectorAlarms

Miovision SmartLink detects all controller defined failures of a detector defined in NTCIP-1202::ASC.vehicleDetectorAlarms.

l. shall detect all detector defined failures of a detector defined in NTCIP-1202::ASC.vehicleDetectorReportedAlarms

Miovision SmartLink detects all detector defined failures of a detector defined in NTCIP-1202::ASC.vehicleDetectorReportedAlarms.

m. shall detect the free mode status of the controller

Miovision SmartLink detects the free mode status of the controller.

n. where provided by the controller shall read coordination information including cycle and sync

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status, as well as current and future coordination plan parameters

Where provided by the controller, Miovision SmartLink reads coordination information including cycle and sync status, as well as current and future coordination plan parameters.

o. shall support distinguishing between minimum green, extension, maximum, green rest, yellow change, red clearance and red rest intervals of a phase.

The Miovision SmartLink distinguishes between minimum green, extension, maximum, green rest, yellow change, red clearance, and red rest intervals of a phase.

p. shall identify flash status, stop time, external start, power restart, low battery, a serviceable call exists and has not been serviced for two cycles, or SDLC response fault.

The Miovision SmartLink identifies flash status, stop time, external start, power restart, low battery, a serviceable call exists and has not been serviced for two cycles, or SDLC response fault.

q. shall support measurement of the existing sequence selected

The Miovision SmartLink supports the measurement of the existing sequence selected.

r. shall support reading of the phase table, sequence table, channel table and overlap table

The Miovision SmartLink supports the reading of the phase table, sequence table, channel table, and overlap table.

s. shall support controller clock re-syncing

The Miovision SmartLink supports controller clock sync, configurable to a user specified time of day.

t. shall support placing a call on a phase if a detector is in fault

Calls on a phase can be made remotely through leveraging the communications of the Miovision SmartLink.

u. shall support running the traffic controller in free mode through force, hold and omit directions

The Miovision SmartLink provides secure communications in order to support remote control with force, hold, and omit directions.

v. shall support setting the current timing plan dial, split, or offset

The Miovision SmartLink supports secure communications to set the current timing plan dial, split, or offset.

w. shall support setting of coordination plan parameters including but not limited to splits, offsets, and cycle length

The Miovision SmartLink supports secure communications to adjust splits, offsets, and cycle length parameters.

x. shall support setting of phase table parameters

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The Miovision SmartLink supports secure communications to set phase table parameters.

y. shall support capturing and reporting Controller Faults based on controller reported flash status reasons of 'other', 'automatic', 'localManual', 'faultMonitor', 'mmu', 'startup', and 'preempt'

The Miovision SmartLink supports the capturing and reporting controller faults based on controller reported flash status reasons of 'other', 'automatic', 'localManual', 'faultMonitor', 'mmu', 'startup', and 'preempt'.

Controller Interface Hardware (SDLC)

a. shall provide all necessary cabling to connect to a cabinet's existing Port 1/SDLC bus

Smartsense comes with SDLC "y" cable to enable SDLC connection to the controller.

b. no other cabinet equipment should need to be configured. (e.g. the controller should not need to be reconfigured.) except if the customer wants the device to be able to place detector calls

Miovision is a standalone system not requiring any additional cabinet device configuration. In order to enable actuation, controllers would need to be enabled to accept the detector call on appropriate detector channels.

c. shall support reading terminal and facility input & outputs at a frequency of at least 10 times per second

Miovision has a GPIO direct wiring harness that allows connection directly to the T&F I/O.

d. shall support reading channel state at a frequency of at least 10 times per second

Miovision supports reading channel state at 10 times per second.

e. shall support acquisition of mmu fault status including conflict, red failure and clearance failure

The SmartLink has both ethernet and serial ports allowing for either option when connecting to the cabinet MMU. This connection allows TrafficLink to pull in live MMU status as well as the historical logs.

f. shall support reading information from all detectors wired into the cabinet supporting up to 1 ms resolution between detection events

Miovision TrafficLink software connects the traffic controller information via NTCIP, SDLC or ABC. All detectors, phases, preempts can be integrated with allowing for a live view of all intersection telemetry. NTCIP polling rate is configurable and has ranging options from 2 times per second to 10 times per second.

g. shall detect failure of a detector in either always high, or always low, mode.

TrafficLink provides configurable alerts that can be sent via email or text message. Detector threshold alerts are provided based on detectors reporting always high.

h. shall support placing a detector call if a different detector is in fault

SmartSense detection has built-in fail-safes triggering an "always-on" fault status. Individual detector channels act independently from each other.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

i. shall support capturing and reporting Controller Faults based on MMU status bits of 'in conflict', 'red failure', 'diagnostic failure', 'in failure state', and 'local flash'

TrafficLink provides a configurable alert that includes all variations of flash states or power loss. TrafficLink also provides a remote access tool to provide access to a controller front panel for easy access to gather controller logs or adjust plans.

Peripheral Interface Hardware

a. shall support 2 x USB 2.0 device ports

The Miovision SmartLink supports 2 USB 2.0 device ports.

b. shall support 4 x 10/100/1000 Ethernet ports

The Miovision SmartLink supports up to 4 x 10/100/1000 ethernet connections.

c. shall support PoE on 2 x of the above ports, with at least one of which capable of supporting PoE+

Of the ethernet ports on the Miovision SmartLink, 2 support PoE, and 1 of those support PoE+.

d. shall support temperature-rated storage comprising of a solid state drive of at

The Miovision SmartLink contains a temperature-rated solid state drive of 64GB. The solid state drive is upgradable (by the vendor or partner) to up to a 512GB solid state drive.

- **shall utilize Multi-Level Cell (MLC) flash memory or better**
  The Miovision SmartLink solid state drive utilizes MLC flash memory.
- **shall be SATA III compliant**
  The Miovision SmartLink solid state drive is SATA III compliant.
- **shall provide support for SMART command set**
  The Miovision SmartLink solid state drive supports the SMART command set.
- **shall meet minimum shock resistance of 1500 G/0.5ms**
  The Miovision SmartLink solid state drive meets shock resistance of 1500 G/0.5ms.
- **shall meet minimum vibration resistance 5~800 Hz at 5G peak**
  The Miovision SmartLink solid state drive meets vibration resistance 5~800 Hz at 5G peak.

e. shall support the optional upgrade and replacement of the built-in solid state drive with a higher-capacity industrial temperature rated solid state drive

The Miovision SmartLink supports the optional upgrade and replacement of the built-in 64GB solid state drive with a 512GB industrial temperature rated solid state drive.

f. shall provide light-emitting diode (LED) indicators for Server connectivity, Ethernet link/activity, power, cellular link/activity and signal strength

The Miovision SmartLink LED lights indicate server connectivity, ethernet link and activity, power, cellular link and activity, and cellular signal strength.

g. shall support 4 x RS232 serial connections (one port configurable to RS485) with RJ45 connectors

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The Miovision SmartLink supports 4 x RS232 serial connections with RJ45 connectors. One of the serial ports is configurable to RS485.

h. shall provide Digital IOs pins 4 x I/O pins (200mA sinking each), digital input, 0~30V, 1 x 24VDC supply pin (200mA max sourcing), 5 x ground

The Miovision SmartLink supports digital general-purpose IOs (GPIO). These connections include pins 4 x I/O pins (200mA sinking each), digital input, 0~30V, 1 x 24VDC supply pin (200mA max sourcing), and 5 x ground.

i. shall provide galvanic isolation between earth ground and logic ground

The Miovision SmartLink provides galvanic isolation between earth ground and logic ground.

j. shall provide data buffering of all Telemetry Data (controller state, detector actuations, pre-emption events) and Alert Data during periods of loss of cellular connection for at least 12 minutes

The Miovision SmartLink buffers all Telemetry Data and Alerts Data during periods of loss of cellular connection for at least 12 minutes.

k. shall provide data buffering of all Telemetry Data and Alert Data during periods of loss of power for at least 10 seconds

The Miovision SmartLink buffers all Telemetry Data and Alerts Data during periods of power loss for at least 10 seconds.

Certification Testing

a. shall be fully NEMA tested and compliant, including shock, vibration, voltage, and thermal articles 2.2.7-2.2.11

All devices are tested and certified to meet NEMA standards.

b. shall support NEMA operating temperature specification -34 °C to 74 °C (-29 °F to 165 °F)

All devices are tested and certified to meet the NEMA temperature range of 34 °C to 74 °C (-29 °F to 165 °F).

c. shall support NEMA storage temperature specification -34 °C to 74 °C (-29 °F to 165 °F)

All devices are tested and certified to meet the NEMA temperature range of 34 °C to 74 °C (-29 °F to 165 °F).

d. shall support humidity operating requirements of 5% - 95% RH non-condensing

According to NEMA standards, the system operates in an environment with 5%-95% humidity.

e. shall be FCC tested and compliant

All devices, cables, and components are tested and FCC compliant.

f. shall be ROHS compliant

All components sourced and used in assembly must be RoHS compliant.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Device-Level (Local) API Data Access

a. shall support the access of data by third-party devices via TCP/IP

The Miovision SmartLink provides access to third-party devices in the traffic cabinet over an ethernet connection via TCP/IP.

b. shall provide live data access over a MQTT (publisher/subscriber) interface for edge device integrations and connected vehicle applications

The Miovision SmartLink provides live data access over a MQTT interface for edge device integrations and connected vehicle applications.

c. shall support the selection of MQTT Quality-of-Service 0,1, and 2 for robust data deliverability

The Miovision SmartLink MQTT interface supports the selection of MQTT Quality-of-Service 0,1, and 2 for robust data deliverability.

d. shall provide topics for device-level subscribers that include the following data:

- **red, green, or yellow light status on each channel in the cabinet when the status of any channel changes**
  The Miovision SmartLink MQTT interface provides red, green, or yellow light status on each channel in the cabinet when the status of any channel changes.
- **status on each detector channel in the cabinet when any detector status changes**
  The Miovision SmartLink MQTT interface provides the status on each detector channel in the cabinet when any detector status changes.
- **preempt status on every preempt channel in the cabinet when any preempt status changes**
  The Miovision SmartLink MQTT interface provides the status on every preempt channel in the cabinet when any pre-empt status changes.
- **when connected to NTCIP controllers, the active timing plan (actionPlan, pattern, dayPlan, and localFree) when the active timing plan changes.**
  When connected to NTCIP controllers, the Miovision SmartLink MQTT interface provides the active timing plan (actionPlan, pattern, dayPlan, and localFree) when the active timing plan changes.
- **when connected to the Video Detection and Analytics System, shall provide object presence, movement data for vehicles, pedestrians and bicycles**
  When connected to the Miovision SmartSense video detection and analytics system, the Miovision SmartLink MQTT interface provides object presence, movement data for vehicles, pedestrians, and bicycles.

e. shall support the output of data topics at 1/10th of second (100ms) resolution

The Miovision SmartLink MQTT interface outputs data topics at a 1/10th of a second (100ms) resolution.

f. shall provide device endpoint to activate high and low priority preemption mechanisms of any connected controller from third-party cellular-based vehicle priority and preemption systems

The Miovision SmartLink provides a device endpoint to activate high and low preemption mechanisms of any connected controller from third-party cellular-based vehicle priority and preemption systems.

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Video capture and streaming system (Universal Mount)

This device is a permanently mounted IP video camera that when combined with the Video Detection and Analytics System and appropriate software, provides a remotely accessible system for vehicle traffic detection and analytics. This includes a horizontal mount option with band hub (please refer to related drawing for details). This device requires Video Detection and Analytics System for all video processing.

Miovision SmartView 360 is a permanently mounted IP video camera that when combined with the Miovision SmartLink and Miovision SmartSense devices, as well as the Trafficlink software, provides a remotely accessible system for vehicle traffic detection and analytics. Miovision provides a universal mount and hub that allows for both vertical or horizontal options. Includes all required banding.

Camera

a. shall provide 360 degrees of visibility from the point of installation

The SmartView 360 provides 360 degrees of visibility.

b. shall be powered via Power over Ethernet (PoE) and be IEEE802.3af compliant

Single shielded - Yes, (standard CAT5e cable requirement).
Burial grade - Yes, (standard CAT5e cable requirement).
Gel-filled CAT5e cable - No, (gel-filled is not going to make a difference in performance).

c. shall support configuration in both spherical "fisheye" configuration, and rectangular "quad view"

Miovision shows horizon to horizon fisheye view directly from the camera and shows detections and TMC in 5 zoomed in panes.

d. shall support at least 9 megapixel (MP) capture

The SmartView 360 uses a 9MP sensor.

e. shall support ability to capture 4K video

4k raw video is captured by the SmartView 360 and processed at the edge using the Miovision SmartSense.

f. shall provide H.264 and MJPEG image compression

Miovision uses H264 compression for video. MJPEG image compression is used for some supporting features.

g. shall support RTSP streaming

Miovision is currently developing an RTSP streaming for secure external consumption (e.g. Video Management Software). This is targeted to be delivered by the end of Q2.

h. shall support maximum aperture ratio of 1:1.9

Miovision SmartView 360 supports a max aperture ratio of 1:1.9.

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i. shall support focal length of 1.38mm

The SmartView 360 had a focal length of 1.4mm.

j. shall include a clear polycarbonate resin-based dome

SmartView 360 uses a polycarbonate resin-based dome.

k. shall be rated to IP66 (NEMA 4X compliant)

SmartView 360 is IP66 compliant.

l. shall include an electronic de-humidification device for use in various weather conditions

The SmartView 360 includes a dehumidification device.

Mount

a. shall include all mounting hardware with device for vertical and horizontal mounting

Smartview 360 camera includes a universal mount enabling installation on all signal infrastructure.

b. mounting fixture shall be constructed of weatherproof painted aluminum

The SmartView 360 is constructed of weatherproof painted aluminum.

c. mounting hardware shall be fully assembled to camera and ready to attach to pole or extension arm

Miovision SmartView camera comes pre-assembled to the mounting pole and hub can be configured for either horizontal or vertical mast arm installations.

d. mounting hardware shall support vertical pole installation, horizontal pole installation, or attachment via a 1¼" threaded fitting

Miovision's camera and bell supports a 1 ¼ " thread to allow for custom mounts or extensions to be added. The mount that is supplied with the product is a universal mount and hub allowing for both vertical and horizontal mounting.

e. mounting fixture (including camera, 40ft cable) shall not exceed 485mm x 370mm x 205mm in size, and 3.8kg in weight

The cumulative weight of the mounting fixture assembly and 40ft of cable is less than 3.8kg. The dimensions of the fixture are less than 485mm x 370mm x 205mm in size.

f. shall include 40 feet of shielded ethernet cable for connection to PoE power source and internet access

SmartView 360 camera comes with a 100ft shielded CAT5e ethernet cable.

g. shall include two-way ethernet coupler rated to IP68 for connection to cabinet ethernet cable

No coupler is required - a single cable is used to connect the camera to the SmartLink. The ethernet cable terminates in a waterproof connection.

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Certification Testing

a. shall be fully NEMA tested and compliant, including shock, vibration, voltage, and thermal articles 2.2.7-2.2.11

The system is NEMA tested and compliant, including shock, vibration, voltage, and thermal.

b. shall support NEMA operating temperature specification -34 °C to 74 °C (-29 °F to 165 °F)

The video capture system supports NEMA operating temperatures -34 °C to 74 °C (-29 °F to 165 °F).

c. shall support NEMA storage temperature specification -34 °C to 74 °C (-29 °F to 165 °F)

The video capture system supports NEMA storage temperature specifications -34 °C to 74 °C (-29 °F to 165 °F).

d. shall support humidity operating requirements of 5% - 95% RH non-condensing

The system operates in an environment with 5%-95% RH non-condensing.

e. shall be FCC tested and compliant

The system is FCC tested and compliant.

f. shall be ROHS compliant

The system is ROHS compliant.

Video detection and analytics system

This device provides roadside video processing and actuation from the Video Capture and Streaming System.

The TrafficLink system (SmartView 360, SmartLink, and SmartSense) provides roadside video processing and actuation.

Specifications

a. shall support processing of a minimum of two simultaneous feeds from Video Capture and Streaming System units

The detection system provides two options for video capture and streaming. A full intersection view, and a video comprising up to 5 tiles showing the areas of focus, overlaid with the outputs of the detection and analytics system.

b. shall display status of detection channel

The front panel display on the SmartSense indicates channel actuation states.

c. shall display Transmit/Receive status of SDLC bus

SDLC Tx/Rx indicators are shown on the SmartSense's front panel display.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

d. shall include a USB 2.0 device port

SmartLink has 2 USB 2.0 ports.

e. shall include 4 x 10/100/1000 Ethernet ports

The video detection and analytics systems include 4 x 10/100/1000 Ethernet ports.

f. shall support PoE on two of the above ports

Two of the ports support PoE.

g. shall include onboard processing capabilities to perform video-based vehicle detection and generation of traffic analytics

The Miovision SmartSense processes video from the SmartView 360 to perform detection and other analytics at the edge.

h. shall provide 24 NEMA-rated GPIO ports that can be configured for actuation

The SmartSense provides 24 NEMA rated GPIO ports that can be configured for actuation.

i. shall support one SDLC port that meets the following criteria:

- **shall provide all necessary cabling to connect to a cabinet's existing Port 1/SDLC bus**
  All cabling to connect to the existing SDLC bus is provided.
- **shall provide the capability to act as one or more SDLC detector racks**
  The SmartSense can act as 1 or more detection racks.
- **shall support generating actuations on up to 64 channels over SDLC**
  64 SDLC channels are supported.
- **shall support reading terminal and facility input & outputs at a frequency of at least 10 times per second**
  The system reads messages as soon as the T&F input and outputs at a frequency of at least 10 times per second.
- **shall support reading channel state at a frequency of at least 10 times per second**
  The system supports reading channel state at a frequency of at least 10 times per second.
- **shall support acquisition of MMU fault status including conflict, red failure and clearance failure**
  The system supports acquisition of MMU fault status.
- **shall support reading information from all detectors wired into the cabinet supporting up to 1 ms resolution between detection events**
  Miovision reads messages from the SDLC bus as soon as any new messages are present. Typical detectors report once every 100ms.
- **shall detect failure of a detector in either always high, or always low, mode.**
  Miovision alerts on detectors that have been stuck 'high'. Currently no alert is shown for a detector stuck 'low'. However, detector telemetry on the TrafficLink website may be used to view detector states to diagnose detectors that are not actuating at all. ATSPM plots showing zero occupancy or arrival events also point to a detector that may be malfunctioning. Video can be used to verify actual volumes.
- **shall support capturing and reporting Controller Faults based on MMU status bits of 'in conflict', 'red failure', 'diagnostic failure', 'in failure state', and 'local flash'**

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Intersections in flash are alerted on. For EDI MMUs, Miovision supports retrieving the MMU log over serial or ethernet for further diagnosis.

Detection

a. shall support both rectangular and irregular polygon shaped zones

Rectangular and Irregular polygons zones are supported.

b. shall support real-time detection of vehicles, cyclists, and pedestrian occupancy in configurable detection zones

Vehicle occupancy is supported. Bicycle detection is currently in beta. Pedestrian occupancy for actuation purposes is being tested by Miovision. Pedestrian occupancy zones (e.g. on the crosswalk) for API driven applications are possible.

c. shall ensure the detection system meets or exceeds the FDOT TERL 98% detection accuracy requirement in good weather conditions

Miovision exceeds the FDOT TERL 98% detection accuracy requirement in good weather conditions.

d. shall support identification of unsupported video feed, including interrupted video signal

The system detects issues with the video feed and alerts the user. The system attempts to reboot the camera if any issues are detected, and then provides an alert if issues persist.

e. shall support directional detection zones to reduce false detections from objects traveling in other directions

SmartSense detection allows the user to configure zones as unidirectional or bidirectional. Zones are robust to cross traffic traveling in a perpendicular motion.

f. shall support the tracking of vehicles and pedestrians for video analytics applications

Miovision SmartSense tracks vehicles, pedestrians, and bicycles to support video analytics applications with a high degree of accuracy.

g. shall support the counting of pedestrians on configured crosswalk zones

Miovision TrafficLink uses multimodal video detection to detect, classify, and count vehicle, pedestrian, and bicycle movements at the intersection, and within detection zones like crosswalks. Pedestrian volume count data is hosted in a secure cloud environment for on-demand recall of historic data at any time of day, through the TrafficLink portal.

h. shall support periodic internal automated validation of detection accuracy for each configured presence zone in the intersection for the purpose of identifying performance issues and driving continuous improvement

Miovision can validate performance at a given intersection, which helps identify specific issues or opportunities for improvement (e.g. configuration modifications). Further, Miovision maintains an internal dataset of diverse intersections representative of the real world. All algorithms and deep learning models are evaluated on this dataset to quantitatively understand performance improvements or issues. These tools are used to continuously improve our algorithms and models for system updates.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

i. shall detect poor environmental conditions which inhibit accurate detection

Miovision focuses on performing well in all conditions. A mode called 'hypersensitivity mode' is provided, which detects when the traditional algorithm might be having an issue (perhaps because of conditions like fog or glare), and takes over as appropriate.

Actuation

a. shall support the option of actuation via SDLC or direct wiring into traffic cabinet

Actuation is supported using SDLC or direct GPIO lines into the cabinet.

b. shall support up to 64 actuation outputs over SDLC

The system supports 64 SDLC actuation channels.

c. shall support up to 16 actuation outputs over GPIO direct wiring with constant- call fail active capability

The system supports 16 GPIO actuation outputs which fail active.

d. shall support up to 8 actuation outputs over GPIO for other purposes such as preemption without constant-call fail active capability

The system supports 8 GPIO actuation outputs for purposes such as preemption. These outputs fail low.

e. shall support both presence (occupancy) and pulse actuation over any of the above interfaces

Each detection zone can be configured as a pulse zone or a presence zone, regardless of interface used.

f. shall support the output of a constant call on all detection channels within 1 second in the event that a loss of video signal occurs

Detection channels fail high within 1 second of detecting an unrecoverable video signal.

g. shall support the output of a constant call on only the affected detection channels in loss of visibility conditions

In low contrast high glare scenarios, Miovision is able to support switching into an alternate 'glare' mode automatically for the affected approaches.

h. shall support delayed or extended actuation for each zone

Delay and extend is supported, and timings are configurable for each channel.

i. shall support manually overriding detection information to force actuated channels into constant call (from both the roadside device and the software portal)

Detectors can be forced high from the software portal. It is also possible to use the SmartLink's connection to the cloud to access the software portal from the roadside with a laptop.

j. shall support virtual actuation channels that do not actuate controller channels but can be used to

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

populate signal performance measures

SmartSense detection supports virtual actuation channels. These channels may be used to drive a device hosted API to support adaptive signal control systems. Currently, virtual detection channels do not populate signal performance measures.

Certification Testing

a. shall be fully NEMA tested and compliant, including shock, vibration, voltage, and thermal articles 2.2.7-2.2.11

The TrafficLink hardware solution is NEMA tested and compliant.

b. shall support NEMA operating temperature specification -34 °C to 74 °C (-29 °F to 165 °F)

The TrafficLink hardware solution supports NEMA operating temperature specifications (-34 °C to 74 °C, or -29 °F to 165 °F).

c. shall support NEMA storage temperature specification -34 °C to 74 °C (-29 °F to 165 °F)

The TrafficLink hardware solution supports NEMA storage temperature specifications (-34 °C to 74 °C, or -29 °F to 165 °F).

d. shall support humidity operating requirements of 5% - 95% RH non-condensing

The system operates in an environment with 5%-95% relative humidity (non-condensing).

e. shall be FCC tested and compliant

The system is FCC tested and compliant.

f. shall be ROHS compliant

The system is ROHS compliant.

Data Acquisition

Telemetry Data Acquisition

a. shall acquire vehicle and pedestrian signal telemetry data, detector telemetry data, and pre-emption telemetry data via Controller Interface

The Miovision SmartLink acquires all vehicle and pedestrian signal telemetry data, detector telemetry data, and pre-emption telemetry data via one of the configured controller interfaces, including NTCIP, SDLC, ABCD, or EF140 interfaces.

b. shall acquire data from peripheral cabinet devices via the Peripheral Interface

The Miovision SmartLink provides the ability to capture peripheral cabinet device telemetry via an Miovision TrafficLink interface device. These interface devices include SDLC (optionally on-board Miovision SmartLink) or Interface Device (ABCD or EF140).

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

c. shall transmit the above listed data to the Server via the Communications Service provided with the Signal Communications and Traffic Operations Platform

The Miovision SmartLink securely transmits all telemetry captured from connected traffic cabinets via the provided Miovision secure communications service to Miovision TrafficLink portal.

Alert Data Acquisition

a. shall detect the following alert conditions and transmit them to the Server via the Communications Service

Miovision SmartLink detects and reports the below listed alert conditions to TrafficLink over 4G/LTE.

b. Traffic signals in flash

Miovision TrafficLink portal reports when a connected traffic signal controller goes into flash.

c. UPS battery backup system in use

When the Miovision SmartLink is connected to a UPS battery backup system over GPIO, Miovision TrafficLink reports a UPS battery backup system in use.

d. Any digital I/O signal which has been configured as an alert channel

When the Miovision SmartLink is connected to an I/O signal over GPIO, Miovision TrafficLink reports the alert.

e. Detector failure (stuck high or low)

Miovision TrafficLink portal reports detector threshold failures on any detector channels configured in the system.

f. Preemption System failure (stuck high or low)

Miovision TrafficLink portal reports preemption threshold failures on any preemption channels configured in the system.

g. Controller failures reported by the Controller Interface hardware

Miovision TrafficLink portal reports failures from any TrafficLink interface (eg. SDLC, ABCD, or EF140).

h. Environmental conditions inhibit accurate detection

Miovision TrafficLink portal reports failures of the SmartSense multimodal detection system.

Video Data Acquisition

a. shall support acquisition of live video data via Peripheral Interface connected video devices that meet the following requirements:

- **Support RTSP**
  The Miovision TrafficLink system provides integration of third-party systems over RTSP, as well as provides RTSP output from the Miovision SmartLink.
- **Have remotely configurable video stream settings**
  The Miovision TrafficLink portal allows for the remote configuration of video stream settings.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

- **Have a configurable frame rate up to 30 fps**
  The Miovision TrafficLink portal provides a number of default settings options. The Miovision SmartView 360 supports frame rates of up to 30fps.
- **Have a configurable resolution, supporting a minimum resolution of 1280x1280**
  The Miovision TrafficLink portal allows for the selection of video streaming quality options, including 640 x 640 and 1280 x 1280.

b. shall support acquisition of live video snapshots at least once per second via Peripheral Interface connected video devices that meet the following requirements:

- **JPEG file format generation**

  Miovision TrafficLink portal supports the integration of third-party video streaming camera snapshots if they support JPEG file format generation.

- **Images accessible via HTTP protocol**

  Miovision TrafficLink portal supports the integration of third-party video streaming camera snapshots if they image capture via an HTTP protocol.

c. shall support recall of historical video data which has been stored to the solid state drive (on the Peripheral Interface hardware) for at least 7 days of 24 hour-a- day recording

The Miovision TrafficLink portal supports the ability for agencies to retrieve historically recorded video stored on the SmartLink solid state drive. The storage allows for up to 7 days of historical video retrieval.

Anonymous Vehicle Identification Data Acquisition

a. shall capture vehicle presence via a wireless traffic probe utilizing Wi-Fi MAC address identification technology

Miovision SmartLink and antenna capture Wi-Fi Mac addresses for the purposes of travel time measurement. This data is anonymized and securely transmitted to the TrafficLink portal for travel time analysis.

b. shall hash all MAC addresses prior to cellular transmission using the SHA-512 algorithm, with a key cycled every 24 hours

The Miovision TrafficLink system uses SHA-512 algorithm for hashing all MAC address data prior to cellular transmission. The key is cycled every 24 hours.

c. shall transmit hashed MAC addresses and WiFi signal strength information to Server at least once per minute

The capture and transmission of hashed MAC addresses is sent from the SmartLink to the TrafficLink portal at least once per minute (whenever WiFi signals are present).

d. shall provide testing data showing a match rate of Vehicle Identification Data between adjacent intersections of at least 5%, where the match rate is the portion of the total road vehicle volume for which a successful MAC-address match is performed at two adjacent intersections

The Miovision TrafficLink travel time system has been tested and verified to provide at least 5% match rate between adjacent intersections.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Software

Signal communications and traffic operations platform

This software package requires Wireless Data Acquisition, Alerts and Analytics System to offer alerts, telemetry, data API, CMS/cabinet integration and secure, managed communications for all signals.

Cellular Communications

a. shall provide 4G LTE cellular data service between the Communications Interface and the Server via a national commercial carrier using Bands 2, 4,and 13

Miovision TrafficLink communications service provides 4G LTE cellular data service between the Miovision SmartLink and TrafficLink portal via a national commercial carrier using Bands 2, 4,and 13.

b. failover support from 4G to 3G to 2G with incremental fallback

Miovision TrafficLink communications service provides failover support from 4G to 3G to 2G with incremental fallback.

c. shall support a cellular site survey via a portable unit to determine cellular signal strength (RSSI or Received Signal Strength Indicator for 3G, CDMA/UTS/EV-DO, and RSRP for Reference Signal Received Power for 4G LTE)

When required, Miovision has a portable SmartLink device and antenna that can be used to determine the cellular signal strength of a potential deployment location. This test includes a Received Signal Strength Indicator (RSSI) for 3G, CDMA/UTS/EV-DO, and Reference Signal Received Power (RSRP) for 4G LTE.

d. shall support a cellular site survey via a portable unit to determine cellular signal quality (ECIO or Energy to Interference Ratio for 3G, CDMA/UMTS/EV-DO, RSRQ or Reference Signal Received Quality for 4G LTE, and SINR or Signal to Interference-plus-Noise-Ratio for 4G LTE)

When required, Miovision has a portable SmartLink device and antenna that can be used to determine cellular signal quality. This test includes Energy to Interference Ratio for 3G (ECIO), CDMA/UMTS/EV-DO, Reference Signal Received Quality (RSRQ) for 4G LTE, and Signal to Interference-plus-Noise-Ratio (SINR) for 4G LTE.

Server

a. shall be hosted at a professional cloud hosting facility with redundancy of at least two instances, with automatic load balancing and shall scale to support simultaneous number of connections

Miovision TrafficLink portal and associated cloud services are hosted on Amazon Web Services (AWS). AWS provides redundancy of at least two instances, automatic load balancing, and is highly scalable to support simultaneous number of connections.

b. shall support permanent storage of all Telemetry Data, Alert Data, and Vehicle Identification Data in perpetuity.

Miovision TrafficLink portal collects and stores all telemetry data, alert data, and vehicle identification data in perpetuity. Access to said data will continue in accordance with Miovision's Terms & Conditions.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Secure Communications

a. shall provide a Virtual Private Network (VPN) for secure data transmission between the Communications Interface and Server

The Miovision TrafficLink system provides secure data transmission between the Miovision SmartLink, the TrafficLink portal, and any centrally configured systems over a secure Virtual Private Network (VPN).

b. shall create a private network where IP traffic can be transmitted from a traffic cabinet directly into the traffic management center and any central software systems

When coupled with a Miovision TrafficLink Network Integration Device, all Miovision SmartLink devices deployed in the field communicate directly into the traffic management center and any central software systems.

c. shall use authenticated using public key infrastructure (PKI) and encrypting using PKI and the TLS/DTLS1.0+ protocol

The Miovision TrafficLink system authenticates using public key infrastructure (PKI) and encrypting using PKI and the TLS/DTLS1.0+ protocol.

d. shall support HTTPS/SSL communication to the Server from the public internet for access of the User Interface

The Miovision TrafficLink system provides secure communications from the cloud-hosted system to the web-based TrafficLink portal over HTTPS/SSL.

e. shall support revoking of all authenticated user names, passwords, or keys at any time

For additional security, Miovision supports revoking all authenticated user names, passwords, or keys at any time.

f. shall support simultaneous integration across a heterogeneous mix of different technologies and providers, including different cellular providers, fibre connected networks, and point-to-point radio solutions.

Miovision TrafficLink portal can leverage different agency network configurations with any mix of technologies - including cellular, fibre, and point-to-point radio solutions.

g. shall support integrating an unlimited number of intersections with the customers Central Management System and be capable of supporting both IP and serial- over-IP connections to all controller models in the field. The communication system must meet all bandwidth and latency requirements of the customers' CMS

When coupled with the Miovision TrafficLink Network Integration Device, Miovision TrafficLink can connect and integrate an unlimited number of intersections with their existing Central Management System. Miovision SmartLink provides both IP and serial-over-IP capabilities.

h. shall meet all bandwidth and latency requirements of the Customer's Central Management System

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Miovision TrafficLink system meets or exceeds all bandwidth and latency requirements of the most commonly available central management systems. Further custom configuration can achieve lower latency if required.

Device Monitoring

a. shall provide a serial-over-LTE connection and appropriate networking support to enable secure communications between cabinet hardware and existing third party software used by the Customer including Central Management Systems and MMU desktop software applications

The Miovision TrafficLink remote access client makes serial-over-LTE connections possible and secure. This enables agencies to connect remotely to third-party systems in the cabinet with their accompanying third-party software.

User Interface

a. shall provide a secure web-based Graphical User Interface (GUI) using SSL

Miovision TrafficLink portal is a secure web-based Graphical User Interface using SSL.

b. shall support an unlimited number of concurrent logins by authenticated users

Miovision TrafficLink portal supports an unlimited number of concurrent logins by authenticated users.

c. shall be fully accessible via desktop, tablet, and mobile products on Chrome, Microsoft Edge and Safari.

The Miovision TrafficLink portal is web-accessible via desktop, tablet, and mobile products on Chrome, Microsoft Edge, and Safari.

d. shall provide all the functionality of Signal Monitoring, Alerts Management, Inventory & Asset Management and Traffic Data Analysis from a single software application requiring a single login

All functionality of Signal Monitoring, Alerts Management, Inventory & Asset Management, and Traffic Data Analysis is available from a single web-based software application, Miovision TrafficLink portal, requiring a single user login.

e. shall support user login via OAuth Login

Miovision TrafficLink portal supports user login via OAuth which includes GSuite (Google) and LinkedIn logins.

f. shall provide a secure means of verifying account registration via email

When users are invited to the Miovision TrafficLink portal by a system administrator, they must verify their registration via email.

g. shall provide a secure means of password reset

Miovision TrafficLink portal supports a secure means of password reset from the login screen.

h. shall support the addition and management of user accounts for users that are both inside and outside of the organization at no additional cost

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Miovision TrafficLink portal does not limit the addition of user accounts. Any user from any agency can be added to a Miovision TrafficLink portal account by the agency's system administrator or by contacting Miovision Support.

i. shall support access to all Telemetry Data and Alert Data

The Miovision TrafficLink portal supports access to all Telemetry Data and Alert Data acquired by the Miovision SmartLink system.

Signal Monitoring

a. shall support live display of all Telemetry Data with latency not to exceed 1 seconds when LTE connection is active

Miovision TrafficLink portal provides live display of all Telemetry Data with latency around 1 second when the LTE connection is active.

b. shall support historical display of all Telemetry Data on-demand with load latency not to exceed 1 second

Miovision TrafficLink portal telemetry dashboard supports the historical playback of any telemetry from the time of installation to present time within 1 second of selecting the date and time.

c. shall support a viewing mode in which all Telemetry Data is displayed overlaid onto a diagram of the intersection

Miovision TrafficLink portal telemetry dashboard provides user-configurable telemetry map views in which all detection and signal phasing can be displayed for both live and historical playback.

d. shall support a viewing mode in which all Telemetry Data is displayed in a timing diagram format in which interval length is displayed in seconds for each signal phase

Miovision TrafficLink portal telemetry dashboard provides a timing diagram view displaying the interval length displayed in seconds for each signal phase, as well as detector actuation.

e. shall support display of environmental weather conditions, including precipitation and temperature, as part of live and historical viewing of Telemetry Data

The Miovision TrafficLink portal accesses weather APIs for the display of weather conditions as part of live and historical viewing on the Telemetry Dashboard.

f. shall provide reporting on signal telemetry, detector and alert data

The Miovision TrafficLink portal provides reporting on signal telemetry, detection, and alert data for all intersections connected with the Miovision SmartLink.

Alerts Management

a. shall detect the following alert conditions and transmit them to the Server via the Communications Service:

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

i. Cabinet power outages

Miovision SmartLink has enough super-capacitor power to report power outages up to 10 seconds after power has been lost in the traffic cabinet. This alert is sent directly to TrafficLink portal.

ii. Traffic signals in flash

Miovision TrafficLink portal reports when a connected traffic signal controller goes into flash.

iii. UPS battery backup system in use

When the Miovision SmartLink is connected to a UPS battery backup system over GPIO, Miovision TrafficLink reports a UPS battery backup system in use.

iv. UPS battery backup system falls below a configurable charge level

When the Miovision SmartLink is connected to a UPS battery backup system over GPIO, Miovision TrafficLink reports UPS battery backup system low battery.

v. Any digital I/O signal which has been configured as an alert channel

When the Miovision SmartLink is connected to an I/O signal over GPIO, Miovision TrafficLink reports the alert.

vi. Detector failure (stuck high or low)

Miovision TrafficLink portal reports detector threshold failures on any detector channels configured in the system.

vii. Preemption System failure (stuck high or low)

Miovision TrafficLink portal reports preemption threshold failures on any preemption channels configured in the system.

viii. Controller failures reported by the Controller Interface Hardware

Miovision TrafficLink portal reports failures from any TrafficLink interface (eg. SDLC).

ix. Environmental conditions inhibit accurate detection of the Video Detection and Analytics System

Miovision TrafficLink portal reports failures of the SmartSense multimodal detection system.

b. shall display log of all historical alerts including time of alert, resolution time, and notified users

The Miovision TrafficLink portal alerts view provides a log of all historical alerts, including the time of the alert, resolution time, and notified users.

c. shall support SMS and Email alerts for all Alert events (listed in the Alert Data Acquisition specification)

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

The Miovision TrafficLink portal supports the SMS or email alert for all alert events listed in the Alert Data specification.

d. shall support configuration of distribution of SMS and Email alerts based to different user groups based on Alert type

The Miovision TrafficLink portal allows users to subscribe to Email or SMS alerts for all alert events in the system.

e. shall support reports indicating alert volume by intersection over time

The Miovision TrafficLink portal alert dashboard summarizes the alert volume over time.

Inventory and Asset Management

a. shall support the creation of geographical placeholders for any intersection, including those without a device installed

The Miovision TrafficLink portal allows for the addition and configuration of any intersection as geographic placeholders, including intersections without a Miovision device installed.

b. shall support the ability to record and store cabinet equipment inventory information associated with each intersection

The Miovision TrafficLink portal supports the ability to add devices connected to the Miovision SmartLink at each intersection and their associated equipment information.

c. shall support the ability to upload and store an unlimited number of arbitrary files including, image and video files, with each node in the network up to a size of 1 GB per file

The Miovision TrafficLink portal file storage supports the upload and storage of any number of arbitrary files including images, video files, timing diagrams, etc. up to a size of 1GB per file.

d. shall support the ability to view all inventory and asset information, including uploaded files

The Miovision TrafficLink portal file storage supports the viewing and download of all asset information, including uploaded files.

Open Data Support via Cloud API

a. shall support the access of data via a modern REST application programmable interface (API) in JSON or XML

The Miovision Open Data API is a modern REST API that provides data access in JSON or XML.

i. shall provide access to raw decoded event-based data in the standard Indiana Traffic Signal Hi Resolution Data Logger Enumerations format

The Miovision Open Data API provides raw decoded event-based data in the standard Indiana Traffic Signal Hi-Resolution Data Logger Enumerations format.

ii. shall provide access to by-movement turning movement count data generated by the

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Vehicle Detection system in a minimum of 15-minute bins

The Miovision Open Data API provides the number of vehicles that the Miovision SmartSense detected in the configured zones, where they came from, the direction of travel (N,S,E,W,NE,SE,SW,NW), and their class (Pedestrian, Bicycle, Light, WorkVan, SingleUnitTruck, ArticulatedTruck, Bus). Results are aggregated into 1 minute bins.

iii. shall provide access to bi-directional pedestrian counts on crosswalks in a minimum of 15-minute bins

The Miovision Open Data API provides the number of pedestrians that went through the crosswalks, which side they crossed on, which direction they were going, and their class. Results are aggregated into 1 minute bins.

iv. shall provide point to point travel time data for 24hrs in bins of 15 mins or less

The Miovision Open Data API provides point-to-point travel times for every 15 minutes over the 24 hour period ending at a specified end time.

v. shall provide POST endpoint to ingest signal and detector data in the Indiana Traffic Signal Hi Resolution Data Logger Enumerations format

The Miovision Open Data API provides the ability to POST (ie. push) data into the TrafficLink system by providing event-based data in the Indiana Traffic Signal Hi-Resolution Data Logger Enumerations format.

vi. shall provide currently active infrastructure alert data

The Miovision Open Data API provides all alerts active at the user-provided time. If no time is provided it defaults to all alerts active now (ie. Live).

vii. shall provide intersection detail data include location (lat/long) data for all intersections on the device network

The Miovision Open Data API provides the intersection name, ID, latitude and longitude coordinates for intersections in the system.

b. shall support the secure transmission of WiFi re-identification data collected by the Wireless Data Acquisition, Alerts and Analytics System to third-party travel time and origin-destination traffic analytics software

Upon request, Miovision can provide the secure transmission of WiFi re-identification data collected by the Miovision SmartLink to third-party travel time and origin-destination traffic analytics software.

c. shall support administrator control of level of data API access, including what function calls may be made publicly and what function calls are accessible only through authentication

Miovision Open Data API access is on a per-user basis. Agencies can add access to the API through API requests via Miovision Customer Support.

d. shall support API documentation with examples and testing environment

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

All Miovision Open Data API documentation is available at http://docs.api.miovision.com/ and can be interactively tested with a user-authenticated API key.

e. shall support the ingestion of third-party data sources such as (but not limited to) traffic alert and incident data from the Waze Connected Citizen Program (CCP)

The Miovision TrafficLink portal supports the ingestion and display of Waze Connected Citizens Program (CCP) incident data. The agency must share the XML Feed URL with Miovision to configure.

ATSPM, travel time, and traffic signal analytics

User Interface

a. shall provide a secure web-based Graphical User Interface (GUI) using SSL

Miovision TrafficLink portal is a secure web-based Graphical User Interface using SSL.

b. shall support an unlimited number of concurrent logins by authenticated users

Miovision TrafficLink portal supports an unlimited number of concurrent logins by authenticated users.

c. shall be fully accessible via desktop, tablet, and mobile products on Chrome, Microsoft Edge and Safari.

The Miovision TrafficLink portal is web-accessible via desktop, tablet, and mobile products on Chrome, Microsoft Edge, and Safari.

d. shall provide all the functionality of Signal Monitoring, Alerts Management, Inventory & Asset Management, and Traffic Data Analysis from a single software application requiring a single login

All functionality of Signal Monitoring, Alerts Management, Inventory & Asset Management, and Traffic Data Analysis is available from a single web-based software application, Miovision TrafficLink portal, requiring a single user login.

e. shall support user login via OAuth Login

Miovision TrafficLink portal supports user login via OAuth which includes GSuite (Google) and LinkedIn logins.

f. shall provide a secure means of verifying account registration via email

When users are invited to the Miovision TrafficLink portal by a system administrator, they must verify their registration via email.

g. shall provide a secure means of password reset

Miovision TrafficLink portal supports a secure means of password reset from the login screen.

h. shall support the addition and management of user accounts for users that are both inside and outside of the organization at no additional cost

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Miovision TrafficLink portal does not limit the addition of user accounts. Any user from any agency can be added to a Miovision TrafficLink portal account by the agency's system administrator or by contacting Miovision Support.

i. shall support access to all Telemetry Data, and Alert Data stored on the Server.

The Miovision TrafficLink portal supports access to all Telemetry Data and Alert Data acquired by the Miovision SmartLink system.

Traffic Data Analysis

a. Data Reporting

i. shall support generation of any of the below listed Travel Time, Signal Performance Metrics, or Preemption Analysis for any 24hr period in under 5 seconds, for all captured data up to 3 years in the past

Miovision TrafficLink portal supports the generation of the below listed Travel Time, Signal Performance Metrics, or preemption analysis for any 24hr period in under 5 seconds, for all captured data up to 3 years in the past.

b. Travel Time

i. shall support generation of point-to-point travel time calculations from the Vehicle Identification Data for any two devices in the network

Miovision TrafficLink portal supports the generation of point-to-point travel time from SmartLink vehicle identification data for any two devices in the network.

ii. shall support generation of corridor travel time calculations from the Vehicle Identification Data for any corridors in the network

The Miovision TrafficLink portal supports the generation of corridor travel times via the Congestion Scan metric for any corridors configured in the system.

iii. shall support calculation and viewing of travel time data within 15 minutes of capture

The Miovision TrafficLink portal supports the calculation and visualization of travel time data within 15 minutes of capture from the field.

iv. shall support generation and overlay of historical travel time trends over any period (minimum 3 months) throughout the 3 year data set

The Miovision TrafficLink portal supports the calculation and visualization of historical travel time trend (median) over any period throughout the 3-year data set.

v. shall support generation of historical variability statistics of travel time over any period (minimum 3 months) throughout the 3 year data

The Miovision TrafficLink portal supports the calculation and visualization of historical travel time variability statistics (85th, 90th, and 95th percentile) over any period throughout the 3-year data set.

vi. shall support ability to statistically compare differences between data series, including

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

single-day metrics and historical trends

The Miovision TrafficLink portal supports the calculation and visualization of differences between travel time data series, including single-day metrics and historical trends, using the Before-After Comparison tool.

c. Signal Performance Metrics

i. shall support generation of approach volume charts when the intersection includes upstream detector data

The Miovision TrafficLink portal supports the generation of approach volume charts when the intersection is equipped with upstream detectors.

ii. shall support generation of arrivals-on-red / arrivals-on-green charts when the intersection includes upstream detector data

The Miovision TrafficLink portal supports the generation of arrivals-on-red/arrivals-on-green charts when the intersection is equipped with upstream detectors.

iii. shall support generation of Purdue Split Failure chart when the intersection includes stop-bar detector data

The Miovision TrafficLink portal supports the generation of Purdue Split Failure charts for any movement at the intersection that has stop-bar detection.

iv. shall support generation of Purdue Split Failure trends when the intersection includes stop-bar detector data

The Miovision TrafficLink portal supports the generation of Split Failure Trends charts for any movement at the intersection that has stop-bar detection.

v. shall support generation of detector occupancy ratio charts (Red, Green, and ROR5) for all intersection movements that include stop-bar detector data

The Miovision TrafficLink portal supports the generation of detector occupancy ratio charts (Red, Green, and ROR5) charts for any movement at the intersection that has stop-bar detection.

vi. shall support generation of phase interval charts over any 24 hour period

The Miovision TrafficLink portal supports the generation of Phase Interval charts for any phase configured in the TrafficLink system.

vii. shall support generation of phase green allocation over any 24 hour period

The Miovision TrafficLink portal supports the generation of green phase allocation over any 24-hour period.

viii. shall support generation of Purdue Coordination Diagram when the intersection includes upstream detector data

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

The Miovision TrafficLink portal supports the generation of Purdue Coordination Diagram when the intersection is equipped with upstream detectors.

ix. shall support generation of simple delay charts for all intersection movements that include stop-bar detector data

The Miovision TrafficLink portal supports the generation of simple delay charts for any movement at the intersection that has stop-bar detection.

x. shall support download of all above mentioned signal performance charts as flat image files, PDF files, CSV, or XLS files

Miovision TrafficLink supports the download and sharing of all included traffic operations, and signal performance charts as flat image files, PDF files, CSV, or XLS files.

xi. shall support generation and overlay of historical trends of approach volumes, arrivals-on-red, split trends, green allocation, and simple delay over any period (minimum 3 months) throughout the 3 year data set

The Miovision TrafficLink portal supports the calculation and visualization of historical trends (median) over any period throughout the 3-year data set. This capability is supported on approach volumes, arrivals-on-red, split trends, green allocation, and simple delay metrics.

xii. shall support generation of historical variability statistics of approach volumes, arrival-on-red, and simple delay over any period (minimum 3 months) throughout the 3 year data

The Miovision TrafficLink portal supports the calculation and visualization of historical variability metrics (85th, 90th, and 95th percentiles) over any period throughout the 3-year data set. This capability is supported on approach volumes, arrivals-on-red, and simple delay metrics.

xiii. shall support ability to statistically compare differences between data series, including single-day metrics and historical trends

The Miovision TrafficLink portal supports the calculation and visualization of differences between data series, including single-day metrics and historical trends, using the Before-After Comparison tool.

d. Preemption Analysis

i. shall support generation and recall of logs of preemption events, including their time of occurrence and duration

The Miovision TrafficLink portal supports the generation and visualization of preemption events in both a tabular and graphical format. This data includes the preemption channel, their occurrence time, and duration.

ii. shall support ability to query historical occurrences of preempt events into tabular format for export, in perpetuity

The Miovision TrafficLink portal supports the visualization of all preemption events in a tabular format by any date selected since deployment.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

e. Aggregate Corridor Performance Reports

i. shall support the generation of normalized travel time index values for per corridor for all corridors in the network

The Miovision TrafficLink portal corridor report card reports the normalized travel time index values on a per-corridor, per-direction basis for all corridors configured in the network.

ii. Shall support the generation of normalized travel time interquartile range index values per corridor for all corridors in the network

The Miovision TrafficLink portal corridor report card reports the normalized travel time reliability index (ie. interquartile range) values on a per-corridor, per-direction basis for all corridors configured in the network.

iii. Shall support the generation of corridor average arrivals on green per corridor for all corridors in the network

The Miovision TrafficLink portal corridor report card reports the weighted-average arrivals on green per corridor, per direction basis for all corridors configured in the network.

iv. shall support generation of historical trend data for all corridors in a network for trends up to one year

The Miovision TrafficLink portal corridor report card reports allows historical trend configuration of up to one year of historical data.

v. shall support comparison of historical trends to a baseline data set

The Miovision TrafficLink portal corridor report card allows for the comparison of current values to a baseline value, allowing for before-and-after or trend analysis.

vi. shall support comparison of historical trends to a baseline data set for any period throughout the 3 year data

The Miovision TrafficLink portal corridor report card allows for the comparison of current values to a baseline value, for any period of time throughout the 3 year data set.

vii. shall support sorting of all corridors in a network by any aggregated metric listed above

The Miovision TrafficLink portal corridor report card allows for the stack-ranking (ie. sorting) of all corridors in the network by Corridor Travel Time Index, Travel Time Reliability Index (IQR), or Arrivals on Green.

f. Aggregate Signal Performance Reports

i. shall support the generation of major street aggregation of intersection arrivals on green per intersection for all supported intersections in the network

The Miovision TrafficLink portal intersection report card supports the generation and display of major street aggregation of intersection arrivals on green for all intersections in the network with upstream detection configured.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

ii. shall support the generation of minor street simple delay per intersection for all supported intersections in the network

The Miovision TrafficLink portal intersection report card supports the generation and display of minor street simple delay for all intersections in the network with stop-bar detection configured.

iii. shall support the generation of major street aggregation of approach volumes per intersection for all supported intersections in the network

The Miovision TrafficLink portal intersection report card supports the generation and display of major street aggregation of intersection approach volumes for all intersections in the network with upstream detection configured.

iv. Shall support the generation of split failure count per intersection for all supported intersections in the network

The Miovision TrafficLink portal intersection report card supports the generation and display of split failure counts for all intersections in the network with stop-bar detection configured.

v. shall support generation of historical trend data for all intersections in a network for trends up to one year

The Miovision TrafficLink portal intersection report card reports allows historical trend configuration of up to one year of historical data.

vi. shall support comparison of historical trends to a baseline data set for any period throughout the 3 year data

The Miovision TrafficLink portal intersection report card allows for the comparison of current values to a baseline value, allowing for before-and-after or trend analysis for any period throughout the 3 year data.

vii. shall support sorting of all intersections in a network by any aggregated metric

The Miovision TrafficLink portal intersection report card allows for the stack-ranking (ie. sorting) of all intersections in the network by Approach Volumes, Arrivals on Green, Simple Delay, or Split Failures.

g. Signal Performance Analysis Tool

i. shall support the generation and visualization of a selected metric for all movements within an intersection, including phase data, stop-bar occupancy ratios, Purdue Split Failures, and split trend data

The Miovision TrafficLink portal signal analysis view allows for the configuration and display of signal performance data for all movements within a specific intersection. The display is ordered in a NEMA-style Ring Barrier order with movement icons on each chart. The supported metrics in this view include Phase Interval, Occupancy Ratios, Split Failures, and Split Trend Data.

ii. shall support the generation and visualization of metrics for all intersections within a corridor, including arrivals on red and coordinated phase data (ie. time-space visualization)

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

The Miovision TrafficLink portal corridor analysis view allows for the display of all intersections within a corridor, including arrivals on red and co-ordinated phase time-space diagrams.

iii. shall support zooming and filtering of data by time of day

The Miovision TrafficLink analysis views support the ability to zoom into specific dates and times of day.

iv. shall support historical trend data for split trend and arrivals on red metrics

The Miovision TrafficLink portal analysis view supports the historical trend data for split trends and arrivals on red metrics only.

Multimodal detection and traffic counts

User Interface

a. shall provide a secure web-based Graphical User Interface (GUI) using SSL

Miovision TrafficLink portal is a secure web-based Graphical User Interface using SSL.

b. shall support an unlimited number of concurrent logins by authenticated users

Miovision TrafficLink portal supports an unlimited number of concurrent logins by authenticated users.

c. shall be fully accessible via desktop, tablet, and mobile products on Chrome, Microsoft Edge and Safari.

The Miovision TrafficLink portal is web-accessible via desktop, tablet, and mobile products on Chrome, Microsoft Edge, and Safari.

d. shall provide all the functionality of Signal Monitoring, Alerts Management, Inventory & Asset Management, Video Streaming & Recall, Video Analytics, and Traffic Data Analysis from a single software application requiring a single login

All functionality of Signal Monitoring, Alerts Management, Inventory & Asset Management, Video Streaming & Recall, Video Analytics, and Traffic Data Analysis is available from a single web-based software application, Miovision TrafficLink portal, requiring a single user login.

e. shall support user login via OAuth Login

Miovision TrafficLink portal supports user login via OAuth which includes GSuite (Google) and LinkedIn logins.

f. shall provide a secure means of verifying account registration via email

When users are invited to the Miovision TrafficLink portal by a system administrator, they must verify their registration via email.

g. shall provide a secure means of password reset

Miovision TrafficLink portal supports a secure means of password reset from the login screen.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

h. shall support the addition and management of user accounts for users that are both inside and outside of the organization at no additional cost

Miovision TrafficLink portal does not limit the addition of user accounts. Any user from any agency can be added to a Miovision TrafficLink portal account by the agency's system administrator or by contacting Miovision Support.

i. shall support access to all Telemetry Data, Alert Data, and Vehicle Identification Data stored on the Server

The Miovision TrafficLink portal supports access to all Telemetry Data, Alert Data, and Vehicle Identification Data acquired by the Miovision SmartLink system.

Configuration

a. shall support remote configuration of detection zones and system settings via Communications Service and Software

Detection and count configurations can easily be modified or viewed remotely using TrafficLink. Miovision's secure connection is used to deploy the configuration and to monitor performance.

b. shall allow for configuration anywhere using a computer with an internet connection

Any computer with an internet connection and a supported browser (e.g. modern version of Chrome) can be used to access TrafficLink. Users securely log in to the system and can configure detection from anywhere.

c. shall support roadside installation diagnostic to confirm correct physical setup

The SmartSense display shows connected devices and connectivity issues (e.g. IP conflicts). SmartSense supports roadside diagnostics of configuration as well. A laptop can be plugged into the SmartLink to show a video overlaid with detection zone actuation activity. Zones may be modified and adjusted. For more sophisticated adjustments, the SmartLink can provide direct access to TrafficLink to a laptop plugged in.

d. shall support the configuration of crosswalk detection zones for pedestrian applications

Miovision supports the use of crosswalk detection zones. Currently this data can be consumed via an API from the device to drive applications such as adaptive signal control. Pedestrian actuation or extension is not yet supported.

e. shall support the configuration of turning movement counts via demarcation of entries, and exits, and movements for additional traffic analytics

Miovision TrafficLink uses multimodal video detection to detect, classify, and count vehicle, pedestrian, and bicycle activity at the intersection. Vehicles are tracked through the intersection and their trajectories are classified as specific movements depending on how the entries, exits, and movements are configured.

f. shall support the configuration of detection zones to filter based on vehicle classification including Bicycles, Motorcycles, Light Vehicles, Single-Unit Trucks, Articulated Trucks, and Buses or any

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

combination thereof

By default in the product, detection zones can be configured to actuate on All Vehicles, Bicycles (in beta), or just motorized vehicles. Miovision typically recommends just selecting 'All Vehicles'. For specific classifications (e.g. heavy vehicles, or buses), Miovision is able to deploy customized configurations. These are early stage features.

g. shall store historical versions of detection zone configurations in the cloud that can be restored at any time from anywhere

All iterations of SmartSense detection and TMC configurations deployed from TrafficLink are stored in TrafficLink and can be viewed or restored at any time. Authors of changes are tracked and displayed.

Continuous Traffic Data Collection

a. shall support the processing of turning movement count data for all visible movements at the intersection at all times

Miovision TrafficLink uses multimodal video detection to detect, classify, and count vehicle, pedestrian, and bicycle movements at the intersection, and within detection zones like crosswalks. Turning Movement and volume count data is hosted in a secure cloud environment for on-demand recall of historic data at any time of day, through the TrafficLink web portal. The data is continuously collected.

b. shall support the classification of all vehicles passing through an intersection including Bicycles, Motorcycles, Light Vehicles, Single-Unit Trucks, Articulated Trucks, and Buses

Bicycles, Light Vehicles, Single-Unit Trucks, Articulated Trucks, and Buses are all counted. Motorcycles are counted as 'Light Vehicles'.

c. shall support the processing of crosswalk movement data for Pedestrians.

Accurate direction-specific pedestrian counts are collected on all crosswalks at the intersection.

d. shall support local device-level access to live data stream for advanced traffic control applications and integrations

Distinct movement 'events' are provided on an MQTT API on the device, which can be used for the support of advanced traffic control applications and integrations.

Video Streaming

a. shall support live video streaming from the Camera to desktop browsers without any third party plugins

Video streaming is provided using HLS. No third-party plugins are required.

b. shall support live video streaming from the Camera on tablet browsers using the HLS protocol

Video streaming is provided using HLS. Any tablet browsers which support HLS are capable of streaming video from the camera via TrafficLink.

c. shall support live video streaming of any third-party camera connected over ethernet to the

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Peripheral Interface Hardware that supports non-proprietary codecs and RTSP streaming

Third-party IP cameras with conventional RTSP streams can be easily added to the system and streamed from.

d. shall support live video streaming with an initial load time of no more than 10 seconds

Miovision TrafficLink supports web optimized live video streaming. Initial load time is typically a few seconds.

e. shall support live video streaming with a latency of no more than 10 seconds at a frame rate of at least 15 fps

The full spherical video from the SmartView 360 is provided at 12fps. The detection overlay view (with 5 'panels') is provided at 7.5fps.

f. shall support at least 10 concurrent video streams from a single camera to be viewed in multiple browsers

The system is optimized to support an arbitrary number of video consumers. Many more than 10 concurrent video streams are supported.

g. shall support at least 400 concurrent video streams from all cameras active in the system, to be viewed in multiple browsers

The system is architectured to support an arbitrary number of video consumers, whether from the same or different intersections. 400 concurrent video streams are supported.

Edge Video Recording Retrieval

a. shall support remote retrieval of recorded video content from the Video Capture and Streaming system, stored on the Wireless Data Acquisition, Alerts and Analytics System solid-state drive for at least 7 days

Recorded video can be stored for up to 7 days for recall. If both overlay and plain spherical camera streams are saved, 3.5 days of video are available (with both options).

b. shall support recorded video playback on tablet browsers using the HLS protocol

Video playback is supported on tablet browsers.

c. shall support recorded video playback on desktop browsers without any third party plugins

Video playback is supported on desktop browsers without any third party plugins.

d. shall provide the cloud storage of any retrieved recorded video content for the duration of the software contract

Cloud storage for all recalled video is provided for the duration of the software contract.

e. shall support the download of any retrieved recorded video content in H.264 (MP4) format

Retrieved recorded video may be retrieved as .mp4 files.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

f. shall support the deletion of any retrieved recorded video content

Miovision's team can delete any retrieved video content on request.

Video Real Time Streaming Protocol (RTSP) API

a. shall support access to live video streams of Video Capture and Streaming Systems via Real Time Streaming Protocol (RTSP) for use in third-party IP Camera Management systems

The system will support the use of RTSP for video streaming to third party systems using RTSP. The feature is targeted for release in June.

b. shall support TCP/IP access to all in-field Video Capture and Streaming Systems RTSP endpoints over the agency's private communication network

All SmartViews on the agency's network have their own RTSP endpoints which may be accessed and streamed from.

Video streaming, edge recording, and remote video retrieval service - troubleshooting (1GB/month)

Video Streaming

a. shall support live video streaming from the Video Capture and Streaming System to desktop browsers without any third party plugins

Video streaming is provided using HLS. No third-party plugins are required.

b. shall support live video streaming from the Video Capture and Streaming System on tablet browsers using the HLS protocol

Video streaming is provided using HLS. Any tablet browsers which support HLS are capable of streaming video from the camera via TrafficLink.

c. shall support live video streaming of any third-party camera connected over ethernet to the Peripheral Interface Hardware that supports non-proprietary codecs and RTSP streaming

Third-party IP cameras with conventional RTSP streams can be easily added to the system and streamed from.

d. shall support live video streaming with an initial load time of no more than 10 seconds

Miovision TrafficLink supports web optimized live video streaming. Initial load time is typically a few seconds.

e. shall support live video streaming with a latency of no more than 10 seconds at a frame rate of at least 15 fps

The full spherical video from the SmartView 360 is provided at 12fps. The detection overlay view (with 5 'panels') is provided at 7.5fps.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

f. shall support at least 10 concurrent video streams from a single camera to be viewed in multiple browsers

The system is optimized to support an arbitrary number of video consumers. Many more than 10 concurrent video streams are supported.

g. shall support at least 400 concurrent video streams from all cameras active in the system, to be viewed in multiple browsers

The system is architectured to support an arbitrary number of video consumers, whether from the same or different intersections. 400 concurrent video streams are supported.

Edge Video Recording Retrieval

a. shall support remote retrieval of recorded video content from the Video Capture and Streaming system, stored on the Wireless Data Acquisition, Alerts and Analytics System solid-state drive for at least 7 days

Recorded video can be stored for up to 7 days for recall. If both overlay and plain spherical camera streams are saved, 3.5 days of video are available (with both options).

b. shall support recorded video playback on tablet browsers using the HLS protocol

Video playback is supported on tablet browsers.

c. shall support recorded video playback on desktop browsers without any third party plugins

Video playback is supported on desktop browsers without any third party plugins.

d. shall provide the cloud storage of any retrieved recorded video content for the duration of the software contract

Cloud storage for all recalled video is provided for the duration of the software contract.

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Retrieved recorded video may be retrieved as .mp4 files.

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The system will support the use of RTSP for video streaming to third party systems using RTSP. The feature is targeted for release in June.

d. shall support TCP/IP access to all in-field Video Capture and Streaming Systems RTSP endpoints over the agency's private communication network

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

All SmartViews on the agency's network have their own RTSP endpoints which may be accessed and streamed from.

Warranty

Provide devices with a standard manufacturer's warranty, transferable to the Customer. The device shall carry a warranty on parts and labor for 3 years from the date of shipment. Device Firmware and Software are updated for the life of the product. Software and Web application updates, and security patches, shall be provided by the vendor over the term of the contract.

Trafficlink software is cloud based and will be accessible and supported for the duration of any contract. All enhancements/additions within each subscription are provided at no additional charge through the contract. All security updates are provided on a regular cadence. Hardware devices come with a standard 3 year warranty. Options to purchase an extended warranty also available

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Other Submission Requirements:

A. Proposal Fee (See Section IV) in accordance to specifications and item list

Item Summary

Item	Description	Qty	Unit	Price	Ext Price
1	Communications Hub & Processor*	24	EA	$5,672.00	$136,128.00
	- Includes Signal 4G LTE Cellular Communications*				
2	AI Detection Processor*	24	EA	$10,919.00	$262,056.00
	- Includes all Video Multimodal Detection System Hardware (2 yrs)*				
	- Includes Multimodal Detection and Counting Software (2 yrs)*				
	- Includes ATSPMs, Travel Time and Analytics Software (2 yrs)*				
3	Astro-Brack, Stellar Series, Cable Mount 110" (or equal)	24	EA	$100.00	$2,400.00
4	2070 1C Linux CPU (or equal)	24	EA	$3,200.00	$76,800.00
	- Includes Omni Software (or equal)				
5	Auxiliary Cabinet	24	EA	$450.00	$10,800.00
6	Mounting Pole for Camera	24	EA	$100.00	$2,400.00
7	Equipment Installation*	24	EA	$500.00	$12,000.00
8	Freight	24	LS	$42.00	$1,008.00
				Subtotal	**$503,592.00**

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

"In-Kind" Item Summary (No Cost Items)

Item	Description	Qty	Unit	Price	Ext Price
In-Kind -1	*Miovision SmartLink (No Actual Cost)*	*24*	*EA*	*$3,450.00*	*$82,800.00*
				***Subtotal**	**$82,800.00**

Alternate Items

Item	Description	Qty	Unit	Price	Ext Price
Alt-1	ZincFive UPSTEALTH2 Battery Back-up (or equal)*	24	EA	$5,700.00	$136,800.00
				Subtotal	**$136,800.00**

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Maintenance Agreement Costs

Maintenance Agreement costs

a. A clear understanding of long term (beyond year 2) annual costs for:

(i) Technical maintenance charges

Technical Maintenance (24/7/365) from Northeast Signal and Miovision are free for the life of the product.

(ii) Software maintenance charges

Software updates for all Miovision Hardware are free for the life of the product and are pushed to all devices automatically as long each location has some type of active internet connection. There are Three Cloud-Based Software fees based on Equipment Type after the included 2 years as follows:

SmartLink Site Only (No Detection)

- TrafficLink Performance Software, ATSPMs, Travel Time & Analytics: $880.00/2yrs per location
- TrafficLink Signal Communications and Traffic Operations $137.00/2yrs per location

SmartLink Only Software Total for 2yrs: $1017.00 per location

SmartSense/SmartLink Site (Detection Site)

- TrafficLink Multimodal Detection, Counting & Classification Software $880.00/2yrs per location
- TrafficLink Performance Software, ATSPMs, Travel Time & Analytics: $880.00/2yrs per location
- TrafficLink Signal Communications and Traffic Operations $137.00/2yrs per location

SmartLink and SmartSense Software Total for 2yrs: $1897.00 per location

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Appendix C

NYSERDA Statement of Work

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

New York State Energy Research and Development Authority
("NYSERDA")

AGREEMENT

1. Agreement Number: 153296

2. Contractor: Town of Amherst

3. Project Director: Christopher P. Schregel

4. Effective Date: February 18, 2021

5. Total Amount of Award: $327,034

6. Project Period: February 18, 2021 – May 31, 2022

7. Expiration Date: November 30, 2022

8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement;
- Exhibit E, NYSERDA Report Content Guide 2017;
- Exhibit F, NYSDOT/NYSERDA Research Partnership Agreement; and
- Exhibit G, Additional COVID-19 Terms and Conditions for all NYSERDA Agreements.

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA.

Town of Amherst

Signature:_____

Name_____

Title_____

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

Signature:_____
NYSERDA Authorized Signatory

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Exhibit A: Statement of Work, Schedule and Budget
Smart Signal Implementation in the Town of Amherst
NYSERDA Agreement No. 153296

BACKGROUND/OBJECTIVES

The Town of Amherst (the Contractor) owns and operates 55 three-color traffic signals which are uncoordinated and utilize older signal technologies and timing plans. As a result, congestion and inefficiencies throughout the Town's transportation network cause increased travel times resulting in an increase in greenhouse gas (GHG) emissions.

The goal of this project is to convert 48 signalized intersections into "Smart Signals," which will be capable of providing Automated Traffic Signal Performance Measures (ATSPM) along with communication. Twenty-four of the 48 signals will be converted to a full TrafficLink solution, including 360-degree camera detection that allows for gathering additional data and metrics to gain valuable insight into the transportation network. Deployment shall identify problem areas and bottlenecks easily with the ability to use data to implement new signal timing plans and improve traffic flow. Contractor will integrate new signal timings based on the ATSPM results and metrics, then report measurable results on fuel consumption and greenhouse gas (GHG) emission reductions.

All 48 locations must generate continuous traffic counts, including turning movement counts, volumes, and vehicle classifications which will assist planning and engineering teams. Work includes training and testing. ATSPM data will be shared openly with adjacent municipalities, NYSDOT, and transportation agencies in a manner where regional transportation can have the greatest overall benefit.

DEFINITIONS

ATSPM: Automated Traffic Signal Performance Measures
FHWA: Federal Highway Administration
GBNTRC: Greater Buffalo-Niagara Regional Transportation Council
GHG: Greenhouse Gas
NITTEC: Niagara International Transportation Technology Coalition
NYSDOT: New York State Department of Transportation
NYSERDA: New York State Energy Research and Development Authority
SOW: Statement of Work
SPR: State Planning and Research

The Contractor is defined as:

Town of Amherst, New York
Christopher P. Schregel
1100 N. Forest Road, Williamsville, NY 14221
P: 716-631-7154
cschregel@amherst.ny.us

Subcontractor is defined as:

North East Signal
PO Box 309, 101 W. Main St, Elbridge, NY 13060
P: 315-689-1045
satkins@nesignal.com

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

The Project Sites are defined as:

Maple Road between Niagara Falls Blvd to Transit Road
Wehrle Drive between Harlem Road and Transit Road

The NYS Project Managers are defined as:

Ed Mark
NYS Department of Transportation
50 Wolf Road, Albany, NY 12232
P: 718-938-3869
Edward.Mark@dot.ny.gov

Robyn Marquis
NYSERDA
1359 Broadway, 19th Floor, New York, NY 10018
P: 212-971-5342 x3112 / F: 518-862-1091
Robyn.Marquis@nyserda.ny.gov

TASK 0: PROJECT MANAGEMENT

Responsibility. Regardless of subcontracting arrangements, the Contractor shall be responsible for the timely completion of all the tasks in the SOW per the Project Schedule included herein. The Contractor shall provide all project management activities necessary for the performance of this SOW, as per the Project Schedule and Budget, which shall include the following activities:

- Coordinate the work of the Contractor's employees and those of subcontractors and equipment vendors that are undertaking tasks described in this SOW;
- Ensure control over the Project Budget and adherence to the Project Schedule; and
- Provide all project reporting to the NYS Project Managers as specified in this SOW.

Progress Reporting. The Contractor shall submit periodic Progress Reports, no less frequently than quarterly, to the NYS Project Managers no later than the 15th of the month following each reporting period. The Progress Reports shall include information on the following subjects in the order indicated, with appropriate explanation and discussion:

a. Name of contractor
b. Title of the project.
c. Agreement number.
d. Reporting period.
e. Project progress including a summary of progress, findings, data, analyses, results and field-test results from all tasks carried out in the covered period.
f. Planned work for the next reporting period.
g. Identification of problems.
h. Planned or proposed solutions to identify problems described in (g) above.
i. Ability to meet schedule, reasons for slippage in schedule.
j. Schedule – percentage completed and projected percentage of completion of performance by calendar quarter – may be presented as a bar chart or milestone chart.
k. Budget- analysis of actual costs incurred in relation to the budget.

Project Kick-off Meeting. The Contractor shall hold a Project Kick-off Meeting within thirty days from the contract execution date. The Contractor shall coordinate with the NYS Project Managers to arrange the meeting at a mutually convenient time and place. The Contractor is encouraged to invite representatives of subcontractors and equipment vendors. The purpose of this meeting shall be to finalize the strategies for accomplishing the objectives of this work. In a timely manner, the Contractor shall submit to the NYS Project Managers a brief report summarizing the issues discussed and decisions made, if any, during this meeting.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Interim Status Meetings. The Contractor shall hold Interim Status Meetings as warranted. The Contractor shall coordinate with the NYS Project Managers to arrange the meeting at a mutually convenient time and place. The Contractor is encouraged to invite representatives from NITTEC and GBNRTC. In a timely manner, the Contractor shall submit to the NYS Project Managers a brief report summarizing the issues discussed and decisions made, if any, during this meeting.

Project Completion Meeting. The Contractor shall conduct a Project Completion Meeting, it shall occur within time period covering 15 days prior to and 15 days following the submission of the draft Final Report. The Contractor shall coordinate with the NYS Project Managers to arrange the meeting at a mutually convenient time and place.

SPR Quarterly Status Reports. This project is funded in part by the Federal Highway Administration (FHWA) through NYSDOT's State Planning and Research (SPR) Program. During the course of the project, the Contractor shall provide one-page SPR Quarterly Status Reports on a calendar year basis to the NYS Project Managers to be utilized in updating FHWA on the project's status. The quarterly reports shall be formatted in accordance with Attachment 1 of this Exhibit (*SPR Quarterly Status Report Format*) and are due during the first week of April, July, October, and January. These reports must be provided quarterly starting from the signing date of this agreement until acceptance of the Final Report and Project Close Out.

Subcontracts. The Contractor shall draft and execute a subcontract with North East Signal to perform the installations. The Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. An initial draft and a copy of the executed Subcontract shall be provided to the NYS Project Managers.

Teaming Agreements. The Contractor shall draft and execute Teaming Agreements with NITTEC and with GBNRTC to ensure regional collaboration and facilitate future deployments in the region. Each Teaming Agreement shall clearly identify the role and responsibilities of this project team member to the project efforts and amount of cost share being provided. Estimates of cost share shall be provided by the project team member to be included in the Contractor's invoices. Copies of the executed Teaming Agreements shall be provided to the NYS Project Managers.

Host Site Agreements. The Contractor shall execute a Host Site Agreement with each location that will host technology procured under Task 2. The Host Site Agreement shall clearly define rights and responsibilities including, but not limited to: installation; operation and maintenance; access by the Contractor, Subcontractor, NYSERDA, and NYSDOT; terms; final ownership/disposition; insurance; indemnification (including a provision by which the site owner disclaims any liability against NYS for any damages or losses occurring by virtue of the equipment being installed, operated, or removed); publicity (including, but not limited to; unlimited rights to take, use and publish photographs of the equipment and site; posting of project success information on NYSERDA's and NYSDOT's websites); payments and costs.

Equipment Disposition Plan. The Contractor shall procure under Task 2 the set of technologies (herein "Equipment"). The Equipment titles shall vest in the Town of Amherst upon installation to allow for continued operation beyond the contract term as specified in Exhibit B, Section 2.03.

Contract References. Although this project is contracted directly by NYSERDA, the Project Work is being administered under a NYSDOT/NYSERDA Research Partnership Agreement, Contract Number (C031105) (Exhibit F to this Agreement), which governs authorized work by NYSERDA on behalf of the NYSDOT. In addition to the NYSERDA Agreement Number (153296), the NYSDOT Task Assignment Number (SR-20-10), SPR PIN (SR20.10.882) and the Catalog of Federal Domestic Assistance Number (20.205) must be referenced in all correspondence and invoices submitted for this effort.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Annual Metrics Reports. On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented. Reporting shall commence the first calendar year after the contract was executed. Reports shall be submitted by January 31st for the previous calendar year's activities (i.e. reporting period). The Contractor shall provide metrics in accordance with a web-based form to be provided by NYSERDA.

Task 0 Deliverables:

(1) Written periodic Progress Reports
(2) Project Meetings and Minutes
(3) SPR Quarterly Status Reports
(4) Executed Subcontract
(5) Executed Teaming Agreements
(6) Executed Host Site Agreement(s), as needed
(7) Annual Metrics Reports

TASK 1: PROJECT PREPARATION

The Contractor shall coordinate with the Subcontractor to complete the necessary steps to prepare for equipment purchase and installation, as outlined below. The Contractor shall be responsible for item (a) and shall direct the Subcontractor to perform items (b)-(h).

a. Obtain a work permit from Erie County for all construction actives within County rights-of-way
b. Obtain an electrical permit from the Contractor's Building Department
c. Subcontractor obtain signal plans and signal timings from the Contractor
d. Submit a safety plan that is acceptable to the Contractor
e. Submit all equipment staging areas to the Contractor for review and approval
f. Confirm that equipment be installed per manufacture specifications at the Project Site
g. Subcontractor prepare and submit work zone plans with description of operations to the Contractor and Erie County for their review and approval
h. Submit equipment list for review and approval by the Contractor, prior to purchase

Task 1 Deliverables:

(8) Copies of permit and other required approvals
(9) Technical memo with safety and work zone plans, in PDF format

TASK 2: MATERIALS, SUPPLY, AND EQUIPMENT

The Contractor shall direct the Subcontractor to purchase from suppliers all necessary materials, supplies, and equipment to complete the Subcontractor's scope of work approved in Task 1 (items b-h), and to inventory all purchases to assure correct quantity and items are delivered in working order. The Contractor shall direct the Subcontractor to make such purchases in accordance with Exhibit B, Section 5.02 of this Agreement.

The Contractor shall require the Subcontractor to familiarize themselves with installation and deployment instructions from all suppliers and to review all Project Sites to assure the Subcontractor has the equipment necessary to complete the installation of equipment. If Subcontractor's equipment is insufficient, the Contractor shall ensure, through its Subcontract, that it is the Subcontractor's responsibility to purchase or rent equipment necessary to satisfactorily complete the project.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Task 2 Deliverables:

(10)Proof of equipment purchases, such as receipts, to be included in invoices

(11) Final inventory of purchased equipment, in Excel format

TASK 3: INSTALLATION

The Contractor shall coordinate with the Subcontractor to complete the equipment installation, and shall direct the Subcontractor to:

- Notify the Contractor and County of Erie at least three (3) days prior to on-site work;
- Mobilize at each location/intersection within the Project Site and establish a safe work area for workers, passing motorists, and all other modes of traffic;
- Install signal cabinet infrastructure as needed.

The Contractor shall direct the Subcontractor to install signal controllers, SmartLink Hub/Processor, TrafficLink, communications, processors, SmartView 360 cameras and housings, mounting poles, all wiring and appurtenances in accordance to the itemized bid form awarded by the Contractor, and shall ensure that the Subcontractor installs signal software with testing and provision service with existing signal timings programmed.

The Contractor shall require the Subcontractor to coordinate installations with Contractor's Signal Crews and provide installation instruction, installation training, and maintenance instruction to Town Staff in the field, as needed.

Task 3 Deliverables:

(12) Proof of equipment installations, such as photos of the sites

(13) Interim memo detailing any issues encountered, detailed instruction guide(s), and trainings given, in PDF format

TASK 4: ATSPM INTEGRATION

The Contractor shall oversee the integration of the Automated Traffic Signal Performance Measures (ATSPM) and shall direct the Subcontractor to:

a. Verify communications between networks and validate that the Contractor has access to the ATSPM data files
b. Create traffic signals and applicable configurations within TrafficLink platform
c. Perform end-to-end testing of data ingestion, publish raw data to Miovision TrafficLink, and generate Miovision ATSPM metrics
d. Invite all required users to TrafficLink platform to begin use of system and shall provide admin access to Miovision TrafficLink to list of users provided by the Project Team
e. Provide on-site and virtual training session(s) on Miovision TrafficLink platform with key users
f. Provide a corridor summary by specific metrics and prioritize analysis for training example
g. Identify specific signal performance measures that will benefit from smart signal adjustment and timing changes. Provide an example of an ATSPM report compiled by a Miovision Traffic Engineer. The Subcontractor shall review the analysis with the Project Team and determine where changes are recommended in the system.
h. Invite all required users and Project Team to TrafficLink to begin full use of system

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

i. Provide, in a usable format, data generated to the various project team agencies so that data may be integrated into other systems, simulations, and traffic management software as hosted and operated by NYSDOT, NITTEC, and GBNRTC
j. Provide recommended timing and signal re-configuration to signals and corridors where smart signals have been deployed.
k. Work directly with NYSDOT to integrate Contractor's ATSPMs with NYSDOT's ATSMP efforts to achieve a regional modelling and signal and corridor coordination. This includes openly sharing data as referenced in Task 4i, but also linking communications, modeling, synchronization, analysis, and other traffic-related coordination necessary for a regional, multi-agency ATSPM platform.

The Contractor shall direct the Subcontractor to implement signal timing changes upon approval from the Town of Amherst.

Task 4 Deliverable:

(14) Verification of access to and training for the Miovision platform, which includes a "Clear Guide" user manual, hardware and software manuals, and the Miovision Training Video Hub
(15) Sample ATSPM report and analysis
(16) Interim memo outlining the signal timings and adjustments, in PDF format

TASK 5: DATA COLLECTION PERIOD

Starting immediately after Task 3, the Contractor shall collect one (1) month of collection using smart signal equipment strictly for counting, and not for improving traffic conditions. This is accomplished by using the current signal timing plans and virtual detection that mimics how the signal functions in a pre-project environment.

As part of Task 4, the Contractor shall activate the smart detection technology and collect data for a one (1) month to be used for analysis and identification of signal performance measures that are targeted for improvement.

After recommended timing and signal re-configuration is deployed, the Contractor shall collect one (1) month of data and observation for the Subcontractor to generate before/after traffic reporting using ATSPM, Travel Time and Video Analytic data to measure the impact of any changes made to address traffic congestion, safety, and signal operations.

Task 5 Deliverable:

(17) Collected data, in a usable format (analysis to be included in the Final Report)

****

NOTE: The Contractor shall not submit invoices for expenses greater than $297,034 from cost-reimbursable budget items covered under Tasks 0-5. Payment for Task 6, Final Deliverable, will be treated as a fixed-price milestone of $30,000 to be paid only after acceptance of the final draft of the Final Report by the NYS Project Managers.

****

TASK 6: FINAL DELIVERABLE

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Upon completion of the contract period, the Contractor shall prepare a non-proprietary/non-confidential Final Report, in accordance with Exhibit E: *Report Content Guide* and Attachment 2 to this Exhibit (*NYSDOT Requirements for the SPR Final Report)*, covering all aspects of the work performed under this Agreement; the report shall include information on the following subjects:

- Discussions of the observations and findings and recommendations, if any, from all tasks, and avenues for further improvements, as appropriate;
- Discussions of the project results and lessons learned regarding configuration, capabilities, and benefits of the project; and
- Environmental, and economic benefits, and implementation scenarios associated with such.

All material borrowed or adapted from other sources should be properly identified (i.e., document, source, date, and page). The Contractor must obtain and submit to NYSERDA the copyright owner's written permission to use any illustrations, photographs, tables, figures, or substantial amounts of text from any other publication. For each figure and table, the Contractor must also provide a source line that gives the original source and any language stating permission to reprint that should be published with each respective table or figure.

Federal and New York State law requires that all NYSERDA documents appearing on NYSERDA's website be made accessible. Therefore, authors are required to provide Alt Text for all images in documents published by NYSERDA, in accordance with Section 508 of the Americans with Disabilities Act. Visit NYSERDA's Resources page (nyserda.ny.gov/about/resources) for a more detailed explanation of NYSERDA's responsibilities to ensure accessibility.

A draft version of the Final Report shall be submitted electronically (Word) to the NYS Project Managers, who will provide comments to the Contractor within 30 working days after receipt of the draft. The Contractor shall prepare the Final Report in final form, reflecting these comments. Within 30 working days after receipt of the comments, the Contractor shall submit four (4) bound, color hard copies of the Final Report to the NYSDOT Project Manager and an electronic copy to each of the NYS Project Managers.

Task 6 Deliverables:

(18) Draft version of Final Report, in Word format

(19) Approved Final Report

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

PROJECT SCHEDULE

The project is estimated by the Contractor to require 15 months; individual tasks are shown below. Reasonable modifications to the schedule may be allowed without a formal contract modification, but subject to the written approval of the NYS Project Managers. Month 1 of the Schedule shall be considered the first full month after the Effective Date of the Agreement.

Tasks	Months														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Task 0															
Task 1															
Task 2															
Task 3															
Task 4															
Task 5															
Task 6															

Task 0 – Project Management and Progress Reporting
Task 1 – Project Preparation
Task 2 – Materials, Supplies, & Equipment
Task 3 – Installation
Task 4 – ATSPM Integration
Task 5 – Data Collection Period
Task 6 – Final Deliverable

PROJECT BUDGET

It is understood and agreed that the budget for the Project Work shall be in accordance with the details provided in the Project Budget as presented below and on the following page.

Project Funding. It is understood and agreed that NY State and the Contractor are sharing the costs for the project work to be performed and that the cost share identified in the Budget shall be readily available as described therein. Any additional change of cost share by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld.

Pursuant to the terms of this Agreement, invoices shall set forth total project costs incurred during the reporting period. Costs shall be broken down into NY State funding share and cost share provided by others, and they shall be in a format consistent with the cost categories set forth in the Budget. The Contractor shall be responsible to provide adequate cost documentation for all project cost sharing from all cost sharing entities, and the total cost share per task should be in reasonable agreement with that listed below. NYSERDA reserves the right to limit the amount of progress payment made in any reporting interval to an amount commensurate to the documented cost share incurred.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Funding Source	Task 0	Task	Task 2	Task 3	Task 4	Task 5	Task 6	Cash	In-Kind	Totals
NY State	-	-	289,95	7,078	-		30,000	327,034	-	327,034
Contractor: T. of Amherst	-	-	172,35 1	4,207	-	-	-	176,558	-	176,558
Subcontractor : NE Signal	-	-	27,072	2,400	-	-	-	-	29,472	29,472
Vendor: Miovision	-	-	70,704	-	-	-	-	-	70,704	70,704
Team Member:	1,000	-	-	-	10,000	1,000	-	-	12,000	12,000
Team Member:	942	-	-	-	5000	1,000	-	-	6,942	6,942
Task Total	1,942	0	560,08	13,685	15,000	2,000	30,000	503,592	119,118	**622,710**

First Invoice. In order to be recognized as an "active project" for FHWA tracking purposes, the Contractor should submit an invoice for the first month's activities, including but not limited to efforts associated with the Project Kick-off Meeting and related project accomplishments.

NYSERDA Budget			Solicitation/Contract No. 1		Page 1
Contractor: Town of Amherst PO Box 309, 101 W. Main St., Elbridge, NY 13060			Name of Project: Smart Signal Implementation in the Town of Amherst, TOA Project # 2019.052		
Location (where work is to be performed): Town of Amherst, NY Townwide with emphasis on Maple Road and Wehrle Drive			NYSERDA funding:		$327,034
			Total Project Cost:		$622,710
Cost Element			Total Project Cost:	Funding & Co-funding via NYSERDA	Cost-sharing & Other Co-funding + In-Kind
1. Labor (specify names or titles)	Quantity	Labor Cost/Unit			
*** Labor rates are set using NYS wage rate for a Linemen Technician**					
Total Labor					
2. Direct Materials, Supplies, Equipment, and Other Costs					
Vendor, Part Description, Qty, Unit Price, Cost Basis					
3. Travel			Included		
Total Travel					
4. Final Deliverable			$ 30,000	$ 30,000	
5. Subcontractors/Consultants					
NorthEast Signals:					
Communications Hub & Processor + Cellular Communications			$ 128,019	$ 80,292.47	$ 47,726.11
AI Detection Processor			$ 246,445	$ 154,568.66	$ 91,876.13
Astro-Brack, Stellar Series, Cable Mount 110"			$ 2,257	$ 1,415.59	$ 841.43
2070 1C Linux CPU			$ 72,225	$ 45,298.99	$ 26,925.87
Auxiliary Cabinet			$ 10,157	$ 6,370.17	$ 3,786.45
Mounting Poles for Cameras			$ 2,257	$ 1,415.59	$ 841.43
Equipment Installation			$ 11,285	$ 7,077.97	$ 4,207.17
UPS, Freight Shipping			$ 948	$ 594.55	$ 353.40
NorthEast In-Kind:			$ 29,472		$ 29,472
Miovision			$ 70,704		$ 70,704
GBNRTC			$ 12,000		$ 12,000
NITTEC			$ 6,942		$ 6,942
Total Subcontractors/Consultants			$ 622,710	$ 327,034	$ 295,676
Total Project Cost			**$ 622,710**	**$ 327,034**	**$ 295,676**

X By checking this box I certify that hourly rates included in this budget are the same or less than the hourly rates charged to other government or commercial entities for similar work performed.

Supporting Schedule (Additional Information)		
Element No.	Item Description	Amount
1. Labor	Labor rates are set using NYS wage rate for a Linemen Technician, or $ 52.05/hr	
	Labor Estimate based on 3.3 hours per location	
	Labor costs and contractor(s) subject to competitive bidding	
2. Mat. Costs	Items do not include Materials, Supplies, Equipment, and Other Costs provided by in-kind contrubtions from Contractor and Subcontractor	$ 503,592
	Item costs and contractor(s) subject to competitive bidding	
3. Travel	Travel cost is included in Element #2.	
4. Final	Final Deliverable cost is not provided as it is included in the overall scope of work	
	Final payment at a fixed percentage will be held until final deliverables are satisfactory to both the Town of Amherst and NYSERDA	

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Attachment 1 to Exhibit A: SPR Quarterly Status Report Format

SPR Quarterly Status Report
(insert Reporting Quarter Dates: xx/xx/xx to xx/xx/xx)

Project Title: **C-20-10: Smart Signal Implementation in the Town of Amherst**
Project Manager: Ed Mark, NYSDOT; Robyn Marquis, NYSERDA

Budget: $503,592 Total; $327,034 NYS; $295,676 Co-funding

Project Output:
(insert one or two sentences describing the objective of this project and anticipated outputs)

Desired Outcome:
(insert one or two sentences explaining the relevance of this project to NYSDOT's priority results)
https://www.dot.ny.gov/about-nysdot/mission

Project Schedule:

Stage	Original Schedule	Current Schedule / Date
Funding Approved		
RFP Issued (PON 3345)		
Contract Executed		
Project Completed		

Project Status: as of (insert date of last day of quarter: xx/xx/xx)
(insert one or two sentences describing the overall status of this project as of the date immediately above)

Milestones Accomplished

- x (insert 3 or 4 bullets listing accomplishments for the reporting quarter only – if none, state so)
- x
- x

Planned Activities

- x (insert 3 or 4 bullets listing planned activities for the upcoming quarter)
- x
- x

General Notes (do not include in future reports): Due to the large volume of projects underway, the status report is meant to be streamlined and should be kept to one page, if possible. Typically, the information which should not change from quarter to quarter includes: Project Title; Project Manager; Budget; Project Output; Desired Outcome; and the dates in the Original Schedule column of the Project Schedule Table. All other fields should be updated to reflect activities and/or changes in the reporting quarter. Milestones Accomplished should be reported once and not carried over into successive quarters.

Attachment 2 to Exhibit A: NYSDOT Requirements for the SPR Final Report

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Copies of Final Report – Four (4) color hard copies of a bound, final report is required at the conclusion of the SPR-funded study. An electronic PDF copy of the final report is required, as well. In addition to the final report, a one page document, summarizing the project and project findings, shall be provided for technical transfer purposes. This is required in PDF format only.

Required Organization for the Final Report

Title Page (front cover) - that contains:

- The SPR Project ID number (C#) assigned by the Research & Policy Studies Section of the Policy & Planning Division;
- The name of the SPR-funded study as stated in the Task Assignment (contract);
- The words "Final Report;"
- The date (month & year) the final report is completed;
- The name(s) of the Consultant(s) / Principal Investigator(s), along with the name(s) of the organization(s) they represent and their address(es); and,
- If the final report has a security classification, it shall be noted on the title page.

Disclaimer (inside cover) - as follows:

DISCLAIMER

This report was funded in part through grant(s) from the Federal Highway Administration, United States Department of Transportation, under the State Planning and Research Program, Section 505 of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the United States Department of Transportation, the Federal Highway Administration or the New York State Department of Transportation. This report does not constitute a standard, specification, regulation, product endorsement, or an endorsement of manufacturers.

Form DOT F 1700.7 – complete the standard form *Technical Report Documentation Page* used throughout the country to summarize federally funded transportation projects.

Table of Contents

Executive Summary - a non-technical summary of the planning and/or research and its findings.

Introduction – a discussion of the problem, its background, and a concise history of research previously completed on the topic, and a discussion of what NYSDOT policies, procedures, and practices are currently in place related to the research topic.

Research Method – a description of the methods used in conducting the research.

Findings and Conclusions – a discussion on the analysis of the data (findings) and the conclusions reached based on the findings. Suggestions for additional research, if appropriate, would appear in this section.

Statement on Implementation – a brief discussion on what would need to occur to introduce the results into practice, and a discussion on possible technology transfer activities.

Appendices – as appropriate

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Cheryl M. Glanton, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Major Equipment: An article of non-expendable, tangible personal property, which stands alone, is complete in itself, and does not lose its identity having a useful life of more than one year and an acquisition cost that equals or exceeds $5,000.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Purchases of Major Equipment exceeding $50,000 (in the aggregate) shall be subject to the review and approval of the New York State Department of Transportation (NYSDOT). Upon installation title shall vest in Town of Amherst to all Major Equipment purchased hereunder.

Upon the request of NYSERDA, the Contractor shall execute, acknowledge, deliver and perform, or cause to be executed, acknowledged, delivered or performed, all such bills of sale, assignments, conveyances or other documents or acts as NYSERDA or NYSDOT may reasonably request in order to assure the better vesting in and confirming to NYSDOT, its successor and assigns, of title to and possession of such equipment.

Title shall vest in the Contractor to any equipment purchased under this Agreement that does not qualify as Major Equipment and has not been identified by the Project Manager for NYSDOT to retain title in.

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms.
It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the Work to be performed.
In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement for the cost elements identified in the Budget to be funded with NYSERDA funds, subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing. NYSERDA's payments shall be on a reimbursement basis, and shall be paid only to the extent that Cash-based Expenses are incurred by the

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Contractor in performance of the Work in accordance with the provisions of this Agreement, and the following:

(a) Billing Rates: The Contractor shall be reimbursed for the services performed by its employees under the terms of this Agreement at the lesser of employee's billing rate set forth in the Budget or the employee's billing rate applicable at the time the Work is performed. Such billing rates shall be inclusive of actual Cash-based Expenses in the form of wages paid the employee, fringe benefits, overhead, general and administrative (G&A), and other indirect costs. Contractor hereby warrants and guarantees that the billing rates charged herein are Contractor's customary billing rates for performance of work of the type described in the Statement of Work attached hereto.

(b) Direct Charges: To the extent Cash-based Expenses are incurred by the Contractor, the Contractor shall be reimbursed for reasonable and necessary actual direct costs incurred (e.g., equipment, supplies, travel and other costs directly associated with the performance of the Agreement) to the extent required in the performance of the Work and to the extent such costs are anticipated in the Budget. Travel, lodging, meals and incidental expenses shall be reimbursed for reasonable and necessary costs incurred. Costs should generally not exceed the daily per diem rates published in the Federal Travel Regulations. Reimbursement for the use of personal vehicles shall be limited to the Internal Revenue Service business standard mileage rate in effect at the time the expense was incurred.

Section 4.02. Progress Payments.

(a) Invoicing: The Contractor may submit invoices for progress payments no more than once each month and no less than once each calendar quarter for Work performed during such period. Invoices shall be submitted electronically to NYSERDA's online invoice system at: https://services.nyserda.ny.gov/Invoices/ or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials. If electronic submission is not possible, invoices may be addressed to NYSERDA, "Attention: Accounts Payable." Such invoices shall reference the purchase order number, which will be generated and provided to the Contractor upon contract execution, and the Agreement number shown at Item 1 on page 1 of this Agreement. Invoices shall be inclusive of the total project costs incurred, delineated into NYSERDA's Funding share and the Cost-Share and Other Co-funding share, if applicable, and they shall be in a format consistent with the cost categories set forth in the Budget. Invoices shall be itemized and provide reasonable documentation for the above to provide evidence of costs incurred. If a wage rate or billing rate is used, Contractor must certify on its invoice that such rate represents the lesser of: (i) the actual rate at the time the Work was performed, and (ii) the rate listed for each such employee listed in the Budget. NYSERDA may adjust amounts payable to correlate the proportion of NYSERDA's funding share paid to the proportion of the Work completed. Proper final invoices must be paid by NYSERDA prior to the Expiration Date of the contract.

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Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this

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Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than $50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at $100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review

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and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule: Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

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Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information; Confidentiality.

(a) NYSERDA shall have the right to use, duplicate, or disclose Contract Information, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) The Contractor shall have the right to use Contract Information for its private purposes, subject to the provisions of this Agreement.

(c) NYSERDA shall have no rights to any Proprietary Information.

(d) No information shall be treated by NYSERDA as confidential unless such information is clearly so marked by Contractor at the time it is disclosed to NYSERDA; see Exhibit C regarding NYSERDA's obligations under the Freedom of Information Law. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, be considered confidential or Proprietary Information.

(e) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

(f) In conjunction with Contractor's performance of the Project, NYSERDA or other entities may furnish Contractor with certain information concerning the Work that is collected and stored by, or on behalf of, NYSERDA and is either non-public, confidential or proprietary in nature as classified per the policies and procedures outlined in the New York State Information Classification Policy (NYS-S14-002[7]) and the New York State Information Security Controls Standard[8] (the "Information"), identified as such by the Project Manager in writing.

The Information will be kept confidential and will not, without NYSERDA's prior written consent, be disclosed by Contractor, Contractor's agents, employees, contractors or professional advisors, in any manner whatsoever, in whole or in part, and will not be used by Contractor, Contractor's agents, employees, contractors or professional advisors other than in connection with the Work. Contractor agrees to transmit the Information only to Contractor's agents, employees, contractors and

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professional advisors who need to know the Information for that purpose and who are informed by Contractor of the confidential nature of the Information and who will agree in writing to be bound by the terms and conditions of this Agreement.

Contractor shall conform to requirements of the New York State Information Technology Services (ITS) Information Security Policy (NYS-P03-0029) and any amendments thereto, to maintain the security of and to prevent unauthorized access to Information that is maintained in electronic form on your systems. Such measures shall include:

a. Access Control on Servers, Systems, Apps, Databases, i.e., role-based permissions, authentication, authorization, and password policy;
b. Network Security, i.e., isolation of Information, secure V-LANS, Firewalls;
c. Patch Management, i.e., formal patch cycles and maintenance process;
d. Malware Prevention, i.e., anti-virus, anti-spyware, vulnerability assessments, penetration testing, audits;
e. Encryption of Information in transit and Information in storage on desktops, backups, and removable media;
f. Change Control to ensure that new and modified system software are authorized, tested, and implemented accurately;
g. Security Event Logging/Monitoring that provides real time alerting of security events
h. IDS, WS, Website Monitoring of websites for compromise indicators which indicates website defacements, compromises or inappropriate content (Application/Host/Network IDS and IPS);
i. Web Application scanning that is performed on code and application in compliance with Open Web Application Security project (OWASP) and SANS (SysAdmin, Audit, Network, and Security) Institute standards.

Contractor will keep a record of the location of the Information. At the conclusion of the Project Period, Contractor will return to NYSERDA all the Information and/or provide proof to NYSERDA that the Information was destroyed. Contractor also agrees to submit to an audit of its data security/destruction practices by NYSERDA or its representative during the contract term and for up to two (2) years following the expiration of the Agreement.

(g) If, in the course of performance of the Agreement, Contractor or Subcontractors (if any) encounter any information in NYSERDA's Salesforce or other database platforms that a reasonable person would identify as unrelated to the Agreement or otherwise inadvertently produced to Contractor or Subcontractors, Contractor shall notify NYSERDA immediately and neither Contractor nor Subcontractor shall use such inadvertently produced information for its own use. Any Contractor access to NYSERDA information shall be used solely for NYSERDA-related matters. This shall include, but not be limited to, access to the Salesforce CRM.

Article IX

Warranties and Guarantees

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Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

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(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA (http://www.nyserda.ny.gov/-/media/Files/About/Board-Governance/NYSERDA-Code-of-Conduct-Contractors.pdf); and

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles.

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA, NYSDOT, and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

Article XI

Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts

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specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

(a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA, NYSDOT, and the State of New York as additional insureds;

(b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and

(c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of $1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, $1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and $1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

(b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof.
In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of

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up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

(i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or

(ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

(i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided,

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however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (b) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. 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 NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

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Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as

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to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. State Requirements: The Contractor shall ensure that funds appropriated for the purposes set forth in the Agreement are expended in accordance with State requirements governing as outlined in Exhibit F, NYSDOT/NYSERDA Research Partnership Agreement

Section 14.04. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.05. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA
Name: Cheryl M. Glanton
Title: Director of Contract Management
Address: 17 Columbia Circle, Albany, New York 12203
Facsimile Number: (518) 862-1091
E-Mail Address: Cheryl.Glanton@nyserda.ny.gov
Personal Delivery: Reception desk at the above address

Town of Amherst
Name: Christopher P. Schregel
Title: Contractor

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Address: 5583 Main Street, Williamsville, NY, 14221-5488
Facsimile Number:
E-Mail Address: cschregel@amherst.ny.us

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 15.04. Conflicting Terms. This Agreement is subject to Exhibit F, NYSDOT/NYSERDA Research Partnership Agreement, attached hereto and made a part hereof. In the event of a conflict between the terms of this Exhibit B and Exhibit F, Exhibit F shall prevail

Article XVI

Publicity

Section 16.01. Publicity.

(a) Publicity, which includes, but is not limited to: news conferences, news releases, public announcements, advertising, brochures, reports, discussions or presentations at conferences or meetings; and/or any document or forum that includes any reference to New York State, NYSDOT, or NYSERDA, may not be released without the prior written approval of NYSDOT and NYSERDA.

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(b) Any such Publicity or publication, presentation, or announcement shall:

(i) Acknowledge the support of NYSDOT, NYSERDA, and, if funded with Federal funds, the applicable Federal funding agency; and

(ii) 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, NYSDOT, NYSERDA, or if funded with Federal funds, the applicable Federal funding agency.

Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Agreement (but are not deliverable under the Agreement), provided that the Contractor first submits such manuscripts to NYSDOT and NYSERDA forty-five (45) calendar days prior to submission for consideration to a publisher in order for NYSDOT and NYSERDA to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as NYSDOT and NYSEDA deem appropriate. All derivative publications shall follow the same acknowledgements and disclaimers as described in this Section 16.01. Publicity hereof.

Furthermore, a legal notice in the nature of a disclaimer to be provided shall be affixed to any official product of work or any portion thereof distributed as a result of any project identified in an authorized project for which New York State, NYSDOT, NYSERDA, or the FHWA are providing funding. This is applicable to the release of information regarding scientific or technical developments made or conceived in the course of or under this Agreement.

Article XVII

Executory Clause

Section 17.01. Executory Clause. The Contractor hereby acknowledges that this Agreement utilizes funds obtained from the NYS Department of Transportation ("NYSDOT"). In accordance with Section 41 of the State Finance Law, NYSDOT's liability to NYSERDA to provide funds for this Agreement is limited to funds appropriated and available. Contractor further acknowledges and agrees that NYSERDA shall have no liability under this Agreement to the Contractor or to anyone else beyond funds appropriated and available for this Agreement.

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EXHIBIT C

REVISED 12/19

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. 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 because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement 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 Agreement 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 Agreement. If this is a building service Agreement 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 Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

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3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds $5,000, the Contractor agrees, as a material condition of the Agreement, 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 Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner

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to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (http://www.dos.ny.gov/about/foil2.html) and NYSERDA's Regulations, Part 501 http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. 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 Contractor 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.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and 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 NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be

made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. 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
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
http://www.esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

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NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total 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.

16. 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall 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).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement

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the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding $100,000 for the purchase of goods and services:

a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).

b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).

c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. By entering into this Contract, Contractor certifies 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: list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such 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 the contract will be required to certify that it is not on the Prohibited Entities List before NYSDOT may approve a request for Assignment of Contract.

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 ("DERA"), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology ("BART"). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records

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where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: https://www.dec.ny.gov/regs/2492.html.

22. 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, regardless of whether the original of said contract is in existence.

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EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx))

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

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(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; or

(3) suspected improprieties of any kind.

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(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

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(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars ($10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal

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action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

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Exhibit E

New York State Energy Research and Development Authority (NYSERDA)

2017 Report Content Guide

Revised 8/26/16

(Replaces the 2016 NYSERDA Report Content Guide)

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This Report Content Guide should be used in conjunction with the following documents, which are available at nyserda.ny.gov/Doing-Business-with-NYSERDA:

- 2017 NYSERDA Report Formatting Guide
- 2017 NYSERDA Marketing's Template for Reports (including example)

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1 Purpose

This document explains how to prepare and submit a report to the New York State Energy Research and Development Authority (NYSERDA). It includes details on the elements of the report, specifications for formatting and accessibility, and information on electronic submission. Please follow these instructions unless your NYSERDA contract specifies otherwise.

NYSERDA will publish the finished report deliverable online and/or in print unless the NYSERDA Project Manager approves special circumstances. Please direct questions about technical content and submission deadlines to your NYSERDA Project Manager. For questions related to formatting and electronic submission of the report, contact Diane Welch in NYSERDA Marketing at 518-862-1090, ext. 3276 or dlw@nyserda.ny.gov

2 Required Elements

Section 6 includes a checklist of the required elements. This section contains details about the items that are required in all reports (unless noted as optional). Items should appear and be paginated in the following sequence:

? Title page (no page number):

- Include title of report, draft or final, prepared for NYSERDA, NYSERDA Project Manager (name and title), prepared by name of organization, individuals and affiliation, report number (NYSERDA will provide during editing), contract number and date report submitted.

? Notice (small Roman numerals for page numbers i.e., ii):

- Option 1—When NYSERDA is the project's sole sponsor, this notice must be used:

Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority (hereafter "NYSERDA"). The opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, NYSERDA, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. NYSERDA, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage

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resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email print@nyserda.ny.gov.

Information contained in this document, such as web page addresses, are current at the time of publication.

- Option 2—When there are project co-sponsors in addition to NYSERDA, use the following notice instead:

Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority and the [Insert Co-Sponsor's Name] (hereafter the "Sponsors"). The opinions expressed in this report do not necessarily reflect those of the Sponsors or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, the Sponsors, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. The Sponsors, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of the reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email print@nyserda.ny.gov

Information contained in this document, such as web page addresses, are current at the time of publication.

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? Abstract and Keywords (optional; small Roman numerals for page numbers):

- The Abstract is a brief, approximately 200-word description of project objectives, investigative methods used, and research conclusions or applications. This information will be used when NYSERDA registers the report with the New York State Library and the Library of Congress. A list of keywords that describe the project and identify the major research concept should be submitted with the report. Four to six precise descriptors are generally sufficient and will be used for indexing, registering and distributing the report.

? Acknowledgments (optional; small Roman numerals for page numbers):

- If included, the Acknowledgments page precedes the Table of Contents and is generally no longer than two paragraphs in length.

? Table of Contents (small Roman numerals for page numbers):

- The Table of Contents should list front matter material (except the Table of Contents) and titles and section numbers for heading levels one through four. Additional levels should not be used in the report. If the heading styles are applied in Word, the list can be automatically generated.

? List of Figures (small Roman numerals for page numbers).

- If the report contains three or more figures, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)

? List of Tables (small Roman numerals for page numbers).

- If the report contains three or more tables, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)

? Acronyms and Abbreviations List (small Roman numerals for page numbers):

- All acronyms and abbreviations should be spelled out and followed by the acronym or abbreviation in parentheses on first use.
- First reference to NYSERDA in text should be "the New York State Energy Research and Development Authority (NYSERDA)." Subsequent references should read simply "NYSERDA."
- When referring to New York State, use "New York State" on first use and abbreviate "the State" for subsequent uses.
- Use a one- or two-column layout for the list, but do not use a table.

? Executive Summary or Summary (optional; ES-1 or S-1 etc. for page numbers of Executive Summary and Summary, respectively):

- An Executive Summary is two pages in length maximum. A Summary is a shorter version of the report and varies in length but less than 10 percent of the main report is a good guideline.

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- Main Text (sequentially numbered pages i.e., 1, 2, 3 etc. preferred, but chapter-page numbering is acceptable).
- Figures and tables with sequential numbering (Figure 1, Figure 2, etc. preferred but sequential chapter-number are acceptable), callouts in text (i.e., Figure 1 shows...) and Alternative Text to comply with ADA Accessibility are required. Refer to ADA guidelines for the best way to represent data with reference to colors. Preferences for tables are listed in this document.
    - Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text near callout is acceptable. Do not use wrap text.
- References Cited and Bibliography information (as needed; continue sequential page numbering):
    - References Cited vs. Bibliography: References Cited has specific references called out in text to document sources of specific information, and a bibliography is a list of sources used to compile a document but does not have callouts for specific facts in the text.
    - Endnote style for reference citations is preferred but footnotes are acceptable.
    - Format of reference callout in text for footnote or endnote is the author-date callout in text (i.e., Wood and Stone 2010).
    - Full reference citations listed alphabetically by the last name of the first author.
    - Citation format is based on Chapter 15 (Documentation II: Author-Date References) of The Chicago Manual of Style (16th edition).
    - Use the following format to refer to reports published by NYSERDA:

      New York State Energy Research and Development Authority (NYSERDA). Year of publication. "Title of Report," NYSERDA Report Number xx-yy. Prepared by organization, company or individual names and city/state location (optional). nyserda.ny.gov/publications
- Appendices (optional; A-1 etc for Appendix A, B-1 etc for Appendix B page numbering):
    - In NYSERDA reports, Appendices should be called appendices and not Attachments. Attachments are used to append a document to an appendix. (Attachments may have different definitions in emails and legal documents.)
- Alterative text that describes figures and tables to meet Accessibility requirements. (A separate Word file is fine—see Section 2.2 for more details).

2.1 Copyright for Intellectual Property

All material borrowed or adapted from other sources should be properly identified (i.e., document, source, date, and page). The contractor must obtain and submit to NYSERDA the copyright owner's written permission to use any illustrations, photographs, tables, figures, or substantial amounts of text from any other publication.

For each figure and table, the contractor must also provide a source line that gives the original source and any language stating permission to reprint that should be published with each respective table or figure.

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2.2 Proprietary or Confidential Information

Propriety or confidential information must be clearly labeled in the report submission as "proprietary" or "confidential." To the extent possible, the information should be contained within one section or appendix that can be easily removed prior to publishing. Consult your NYSERDA Project Manager with any questions.

2.3 Americans with Disabilities Act (ADA) Accessibility Compliance

As a State Authority, NYSERDA is obligated to ensure that all documents published on NYSERDA's website are accessible, pursuant to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220 August 7, 1998).

To meet the needs of persons with visual or mobility disabilities, reports must be in a format that allows for conversion of written words of an electronic document into speech, thus allowing the person with a disability to hear the text. The formatting of these documents is critical to the success of the conversion from text to speech. Screen reading software will read the document as one long series of paragraphs with no differentiation for new topics unless properly formatted with Heading Styles. (Imagine reading a textbook with no difference in text from one paragraph to the next.)

Reports submitted to NYSERDA must meet the following requirements:

- Use numbered headings in the document up to Level 4 (i.e., 1.1.1.1).
- Pick one of the formatting options outlined in Section 3 of this document.
- Provide short titles for all tables, images, and figures.
- Provide Alternative Text (also known as alt-text) that describes the visual elements of each image and figure—and does not just repeat the title or caption. Include alt text for any tables that are inserted as images.
    - Write out links in documents that will be printed. Write the sentence so that the URL is not at the end and followed by a period. See the last bulleted item for an example ("Visit....").
    - Avoid linking to "click here" or including extremely long URLs. For web-only documents, use contextual links, such as linking NYSERDA's website to "NYSERDA" instead of putting a long URL in text.
    - Visit nyserda.ny.gov/Doing-Business-with-NYSERDA for more information about how to make a document accessible.

3 Formatting

Contractors have two options for the format of a submitted document:

Option 1—NYSERDA does the formatting

- Contractor emails to NYSERDA Project Manager a Word file of all report components with all text in Times New Roman 10 pt font.

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- File should include outline level numbering with each section head (1 is Level 1 Heading, 1.1 is Level 2 Heading, 1.1.1 is Level 3 Heading, 1.1.1.1 is Level 4 Heading), not to exceed Level 4.
- Each figure and table should have a call-out in the main text (i.e., Figure 1 shows... or According to Figure 1,... or (Figure 1) at the end of a sentence).
- Figures and tables along with their titles and sources (and captions if necessary) should be grouped together at the back of the file or supplied in a separate file. Contractor can request inline or back-of-report placement of figures.
- NYSERDA will format the document according to the 2016 NYSERDA Marketing's Template for Reports.

Option 2—Contractor does the formatting

- Visit nyserda.ny.gov/Doing-Business-with-NYSERDA to download:
  - Report template (2016 NYSERDA Marketing's Template for Reports).
  - Details about report formatting (2016 NYSERDA Report Formatting Guide).
- Apply each of the Word Styles in the template to the elements of the document as appropriate, such as apply Heading 1 to all first-level headings, Body Text to all body text and References to reference materials. Place figures and captions after each respective call-out OR in order at the back of the report. Do not hyperlink websites.

4 Submitting a Report to NYSERDA

No print drafts of the report are required. An electronic Word version of the draft report should be emailed to the NYSERDA Project Manager. Contact the Project Manager regarding how to transfer large files. The contractor is responsible for satisfactorily addressing comments from NYSERDA and other stakeholders. When making corrections, the contractor must ensure that technical content is not compromised. After editorial corrections have been made, the contractor must email to the Project Manager a Word version of the final report. NYSERDA will consider high-resolution image submissions for report covers.

5 Contacts

- The NYSERDA Project Manager should be the contractor's primary point of contact.
- For additional questions, contact Diane Welch in NYSERDA Marketing at dlw@nyserda.ny.gov or 518-862-1090 x3276.
- Contractors can also email print@nyserda.ny.gov or call 518-862-1090 and ask for Marketing.

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6 Required Elements Checklist

The following elements should be included in reports, unless noted as optional, along with the style of page numbers is listed in parentheses:

- ? Title page (no page number).
- ? Notice (small Roman numeral page numbers, i.e., ii).
- ? Abstract
- ? Keywords (optional; small Roman numerals).
- ? Acknowledgments (optional; small Roman numerals).
- ? Table of Contents (small Roman numerals).
- ? List of Figures (small Roman numerals).
- ? List of Tables (small Roman numerals).
- ? Acronyms and Abbreviations List (small Roman numerals).
- ? Executive Summary or Summary (optional; ES-1 or S-1 etc).
- ? Main Text (pages sequentially numbered i.e., 1, 2, 3 etc.).
- ? Figures and tables with sequential numbering (Figure 1, Figure 2, etc.), callouts in text (i.e., Figure 1 shows...), and Alt Text for ADA Accessibility.
    - ○ Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text after first callout are acceptable. Do not wrap text.
- ? References Cited and Bibliography information.
- ? Appendices (optional; page numbering is A-1 etc. for Appendix A, B-1 etc. for Appendix B).
- ? Copyright information for intellectual property (i.e., images, figures, tables or large pieces of text that have been previously published)—include written permission from the copyright holder at the end of the document and use appropriate language in the captions of the images, figures and tables such as "Reprinted with permission from [publisher's name]."
- ? Alternative text that describes each image and figure (include Alt text for tables that are included as images) —and does not just repeat the title or caption. (See Section 2.3 for more information.) The text should be listed at the end of the document or provided in a separate file.

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EXHIBIT F
NYSDOT/NYSERDA RESEARCH PARTNERSHIP AGREEMENT

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

F. A. NO.: _____ P.I.N.:_____

COMPTROLLER'S CONTRACT NO. C031105

PROJECT: NYSDOT/NYSERDA RESEARCH PARTNERSHIP AGREEMENT

This Agreement made this ____ day of _____, 2013 pursuant to Section 14 of the Transportation Law, by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as the **"STATE"**) acting by and through the **New York State Department of Transportation** (**"NYSDOT"**), with offices at 50 Wolf Road, in the County of Albany, State of New York 12232, and the **New York State Energy Research and Development Authority** (**"NYSERDA", or "Consultant"**), a New York public benefit corporation having its principal office at 17 Columbia Circle, Albany, New York 12203-6399, collectively known as the **"Parties"**.

WHEREAS, on October 30, 2012, **NYSDOT** received approval from the NYS Office of the State Comptroller to enter into a single-source justified Agreement with **NYSERDA**; and

WHEREAS, the **Parties** have collaborated on seven jointly-funded transportation research and demonstration solicitations (Program Opportunity Notices (PONs) 1028, 1173, 1239, 1554, 2078, 2314, and 2618) over the past seven state fiscal years (2006/2007, 2007/2008, 2008/2009, 2009/2010, 2010/2011, 2011/2012, and 2012/2013); and

WHEREAS, the **Parties** desire to issue a joint PON annually over the next five state fiscal years (2013/2014, 2014/2015, 2015/2016, 2016/2017 and 2017/2018); and

WHEREAS, **NYSDOT** desires to participate in the joint PONs and share a portion of the cost, not-to-exceed $2,000,000 per year over the next five state fiscal years; and

WHEREAS, **NYSERDA** desires to participate in the joint PONs and share a portion of the cost, which share shall not be less than 50% of the **NYSDOT** share annually.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, the **Parties** do hereby agree as follows:

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1. **PERFORMANCE OF SERVICES.** **NYSERDA** AND **NYSDOT** shall jointly develop and **NYSERDA** shall issue an annual transportation research and demonstration solicitation (PONs, which contain multiple Projects, some for NYSDOT's benefit and some for NYSERDA's benefit) and **NYSERDA**, working closely with **NYSDOT** staff, shall perform the tasks listed in Schedule A, Scope of Services to progress NYSDOT-funded Projects approved under each PON, which is annexed hereto and made a part hereof.

Based on PON proposals received, the Work shall be performed via approved Projects by the Consultant's Contractors, who have been competitively selected and awarded a research and demonstration contract ("Contract") in accordance with **NYSERDA** guidelines under future PONs under this Agreement and shall be under the administration of **NYSERDA**.

NYSDOT will have the option of providing a Co-Project Manager to assist in the project management of the NYSDOT-funded Project Work performed under the Contracts awarded under future PONs under this Agreement.

For PON projects receiving **NYSDOT** funding, **NYSDOT** shall issue project-specific Task Assignments (NYSDOT-funded Projects) to **NYSERDA** quantifying the Work to be completed and funding to be provided.

2. **COST OF PON CO-FUNDING.** **NYSDOT'S** portion of the total cost of the five PONs under this Agreement is estimated not-to-exceed $2,000,000 per year, said amount to be paid per Section 3 of this Agreement.

3. **PAYMENT.** Funds paid under this Agreement by **NYSDOT** to **NYSERDA** may be used only for Work performed under Projects developed under future PONs under this Agreement.

3.1 **NYSERDA** shall pay for the Work performed under Contracts awarded under future PONs issued pursuant to this Agreement and **NYSDOT** shall reimburse **NYSERDA** quarterly for approved payments made on **NYSDOT**'s behalf.

3.2 **NYSDOT** shall pay its portion of the total cost of PON Co-funding under Section 2 of this Agreement, which includes the amounts set forth in Sections 3.5 and 3.6, in quarterly installments to **NYSERDA** within 30 days of the receipt from **NYSERDA** of an invoice for Work performed under this Agreement for approved NYSDOT-funded Projects.

3.3 **NYSERDA** acknowledges that it will not receive payment on any invoices unless **NYSERDA** complies with the State Comptroller's electronic payment deposit procedures. (See www.osc.state.ny.us/epay/index.htm or call 518-474-4032). Payment for invoices will only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner of Transportation.

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3.4 The **maximum aggregate amount payable** (MAP) by **NYSDOT** to **NYSERDA** hereunder for the performance and completion of the Work is **$10,000,000** unless increased by a Supplemental Agreement. It is understood and agreed that the **NYSDOT** is under no obligation to make a minimum number of Projects and will only reimburse **NYSERDA** for approved costs incurred in the performance of authorized and approved Projects. All funding is subject to the continued availability and authorization of federal, state and third party funds for this purpose. **NYSDOT** makes no guarantee that all or any of the identified funds will be spent.

3.5 Subject to the MAP as provided in Section 3.4 above, and to the extent such costs are allowable under Federal Highway Administration's State Planning and Research (SPR) grant funds made available to **NYSDOT** for this Agreement, **NYSDOT** shall reimburse **NYSERDA** for the actual proportionate share of assessment cost levied against and paid by **NYSERDA** to the State of New York under NY Public Authorities Law, §2975: "Recovery of state governmental costs from public authorities and public benefit corporations" for the Work provided under this Agreement. For the first annual term of this Agreement covering State fiscal year 2013/2014, the proportionate share of assessment costs is established as two percent (2.0%) of approved invoices paid by NYSERDA for NYSDOT-funded Projects. The public authority recovery fee percentage may be adjusted annually per NYS Division of the Budget's direction, but shall be capped at no higher than five percent (5%).

3.6 Subject to the above MAP under Section 3.4, and excepting the proportionate share of assessment costs in consideration of this Agreement and as full compensation for any and all other direct and indirect costs, charges or expenses incurred by **NYSERDA for the life of this Agreement**, including, but not limited to labor, fringe benefits, direct non-salary costs and their indirect costs, and associated with the administration and operation of future PON activities, in any one twelve month period commencing with the term of this Agreement set forth in Article 6, **NYSDOT** shall reimburse **NYSERDA** as follows: a fixed five and three-quarters percent (5.75%) of approved invoices paid by NYSERDA for NYSDOT-funded Projects to cover any and all such other direct and indirect costs, charges, or expenses, including but not limited to labor, fringe benefits, direct non-salary costs and indirect costs. NYSERDA shall annually provide NYSDOT with a description and accounting of its services provided to NYSDOT via the fixed 5.75% administrative fee.

4. CONTRACT TERMS FOR PON CONTRACTORS

NYSERDA shall require the following terms in its contracts with the selected PON Contractors, or its subconsultant(s)/subcontractor(s) performing the Work under approved NYSDOT-funded Projects from the various research and demonstration PONs and **NYSERDA** shall ensure compliance therewith as follows:

4.1 INTERCHANGE OF DATA. All technical data in regard to services provided under this Agreement by the Contractor whether existing in the offices of the

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Contractor or existing in the offices of the STATE shall be made available to the **NYSDOT** and **NYSERDA** without expense to such other party.

4.2 DISPOSITION OF DATA. At the time of completion of Work, the Contractor and **NYSERDA** shall make available to **NYSDOT** all documents and data pertaining to the work or to services provided by the Contractor which materials at all times shall be the property of the **NYSERDA** and **NYSDOT** jointly. It is agreed that the Contractor may maintain copies of all documents and data. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Contractor shall make available to the **NYSDOT** and **NYSERDA** the aforementioned data and material.

4.3 DISCLAIMER. A legal Notice and Disclaimer (below) shall be required by **NYSERDA** and affixed by the Contractor to any official product of Work or any portion thereof distributed as a result of any project identified in an authorized Contract for which **NYSDOT** is providing funding under this Agreement. In addition to acknowledging **NYSERDA** and **NYSDOT** as the cosponsor of the effort, the notice shall state that the published or otherwise produced material represents the position of the author(s) and not necessarily that of the **NYSDOT**, **NYSERDA** and the **STATE**: that the product or report does not constitute a standard, specification, or regulation and that the **NYSDOT**, **NYSERDA** and the **STATE** assumes no liability for contents or use thereof. All interim products will be considered "DRAFT" documents.

NOTICE

This report was prepared by _____ in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority and the New York State Department of Transportation (hereafter the "Sponsors"). The opinions expressed in this report do not necessarily reflect those of the Sponsors or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, the Sponsors and the State of New York make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. The Sponsors, the State of New York, and the Consultant make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

DISCLAIMER

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This report was funded in part through grant(s) from the Federal Highway Administration, United States Department of Transportation, under the State Planning and Research Program, Section 505 of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the United States Department of Transportation, the Federal Highway Administration or the New York State Department of Transportation. This report does not constitute a standard, specification, regulation, product endorsement, or an endorsement of manufacturers.

4.4 PUBLICITY (Applies to Contracts solely funded by NYSDOT).

Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures, reports; discussions or presentations at conferences or meeting; and/or the inclusion of State and/or NYSDOT materials, the State's name, NYSDOT's name, or other references to the State, or **NYSDOT** in any document or forum. Publicity regarding this project may not be released without prior written approval from **NYSDOT.**

Any publications, presentations or announcements of conferences, meeting or trainings which are funded in whole or in part through any activity supported under this AGREEMENT may not be published, presented or announced without the prior approval of the NYSDOT. Any such publication, presentation, or announcement shall:

- Acknowledge the support of **NYSDOT** and, if funded with Federal funds, the applicable Federal funding agency; and
- State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Consultant and do not necessarily represent the opinions, interpretations, or policy of the State, or **NYSDOT**, or if funded with Federal funds, the applicable Federal funding agency.

Notwithstanding the above, the Consultant may submit for publication, scholarly or academic publications that derive from activity under the Project (but are not deliverable under the Agreement), provided that the Consultant first submits such manuscripts to **NYSDOT** forty-five (45) calendar days prior to submission for consideration to a publisher in order for NYSDOT to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as NYSDOT deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimers as described in this Section 4.4 (Publicity) hereof.

Furthermore, per Section 4.3, Disclaimer, above, a legal notice in the nature of a disclaimer shall be affixed to any official product of work or any portion thereof distributed as a result of any project identified in an authorized task order assignment for which the STATE/NYSDOT and the FHWA are providing funding. This is applicable to the release

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of information regarding scientific or technical developments made or conceived in the course of or under this Agreement.

4.5 TITLE TO EQUIPMENT (Applies to Contracts solely funded by NYSDOT.

Major Equipment is an article of non-expendable, tangible personal property which stands alone is complete in itself, and does not lose its identity having a useful life of more than one year and an acquisition cost that equals or exceeds $5,000. The purchases of equipment are primarily intended to support research under each PON. Purchases of Major Equipment exceeding $50,000 (in the aggregate) for a particular Contract shall be subject to review and approval of **NYSDOT**.

Title shall vest in the **STATE** to all Major Equipment purchased in the performance of authorized, NYSDOT-funded PON Projects under a contract with NYSERDA and is paid by **NYSDOT** hereunder. Upon the request of **NYSDOT**, the Consultant shall, where necessary, execute, acknowledge, deliver and perform, or cause to be executed, acknowledged, delivered or performed, all such bills of sale, assignments, conveyances or other documents or acts as the **STATE** may reasonably request in order to assure the better vesting in and confirming to the **STATE**, its successor and assigns, of title to and possession of such equipment.

DISPOSITION OF MAJOR EQUIPMENT UPON COMPLETION OF A PROJECT. As directed in the Task Assignment: 1. The **STATE** may elect to take title to Major Equipment purchased under PON Contracts and **NYSDOT** will be responsible for all charges required for the delivery and set up of these items at the **NYSDOT's** designated destination. 2. **NYSDOT** may waive its title to Major Equipment and require the Consultant to transfer title to a responsible Third Party for beneficial re-use at no charge to **NYSDOT** or the Third Party if such is in the best interest of the **STATE**.

5. **ENTIRE AGREEMENT/CHANGES**. This Agreement may be amended or supplemented only by a written instrument signed by duly authorized representatives of both **Parties**. This Agreement shall be governed by and construed in accordance with the laws of New York State.

6. **TERM OF THE AGREEMENT.** The Term of this Agreement shall be five years (Active Term) commencing on **July 1, 2013** and ending on **June 30, 2018** for the co-funding of joint PONs, with two additional years (Maintenance Term) to complete Contracts awarded under PONs initiated during the first five years and with no new PONs to be issued or covered by this Agreement after the initial Active Term has expired.

NYSDOT shall have the sole option of extending this Agreement for an additional three year period extending the Active Term and prior to the Maintenance Term with no new PONs to be issued or covered by this Agreement after the three year term extension has expired. In the event **NYSDOT** elects to exercise its right to extend this Agreement, **NYSDOT** will provide a thirty (30) day advance notice of its intent to **NYSERDA**. Any

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extension to the term of this Agreement shall be subject to the agreement of the **Parties** hereto and the approval of the Office of the State Comptroller.

7. **DOCUMENTS FORMING THE AGREEMENT.** The Agreement documents shall be deemed to include:

- This Agreement, including signature page and notary page;
- SCHEDULE A (SCOPE OF SERVICES, including EXHIBITS);
- SCHEDULE B (BUDGET);
- The provisions required by law to be inserted in the AGREEMENT as set forth in APPENDIX A, APPENDIX A-1, APPENDIX B and APPENDIX C attached;
- Exhibit A (Consultant Disclosure Form B); and
- The State's Single-Source Justified NYS Contract Reporter Exemption Request for C031105 (dated September 14, 2012; added via reference) and OSC's approval (dated October 30, 2012; added via reference).

8. **ORDER OF PRECEDENCE.** In the event of any conflict, uncertainty or inconsistency in content, language or requirements within this Agreement, the meaning or interpretation of the Agreement shall be in accordance with following order of precedence:

1. APPENDIX A;
2. APPENDIX A-1. APPENDIX B and APPENDIX C;
3. Terms and Conditions for C031107;
4. SCHEDULE A;
5. SCHEDULE B;
6. EXHIBIT A; and
7. The State's Single-Source Justified NYS Contract Reporter Exemption Request for C031105.

9. **INSPECTION.** The duly authorized representatives of the **NYSDOT**, and on federally aided projects, representatives of the Federal Highway Administration, shall have the right at all times to inspect the work of **NYSERDA**.

10. **TERMINATION.** The **NYSDOT** AND **NYSERDA** shall each have the absolute right to terminate this Agreement, on sixty (60) days written notice, and such action shall in no event be deemed a breach of contract. In the event of termination, final payment shall be made based on the percentage of Work satisfactorily completed by **NYSERDA**, as determinate by the **NYSDOT**. All Contracts issued by **NYSERDA** under PONs issued pursuant to this Agreement must have a Right to Terminate For Convenience clause. In the event **NYSERDA** or **NYSDOT** terminates this Agreement as provided under this section, the terminating party shall be responsible for any reasonable additional cost incurred due to the exercise of such termination for convenience right.

11. **CODE OF ETHICS.** **NYSERDA** specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officer's Law, as amended, establishing a Code of Ethics for State officers and employees.

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NYSERDA shall not engage, on a full or part-time or other basis any professional or technical personnel who are or have been at any time during the period of this Agreement in the employ of the Federal Highway Administration or the highway organizations of any public employer, except regularly retired employees, without the consent of the public employer of such person.

12. **TRANSFER OF AGREEMENT.** **NYSERDA** specifically agrees, as required by the State Finance Law Section 138, that they are prohibited by law from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of their right, title or interest therein, or their power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the **STATE**.

If this provision of the law be violated, the **STATE** shall revoke and annul the Agreement and the **STATE** shall be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom **NYSERDA** shall assign, transfer, convey, sublet or otherwise dispose of the Agreement, and such transferee shall forfeit and lose all moneys therefore assigned under said Agreement.

13. **INSURANCE.** **NYSERDA** shall require the selected PON Contractor for NYSDOT-funded Projects to obtain insurance for the Work performed under this Agreement in of the type and amount of coverage as mutually agreed between **NYSDOT** and **NYSERDA**. In addition. **NYSERDA** shall also require such insurance obtained by the Contractor to name **NYSDOT** and the State of New York as additional Insured under such policies.

14. **INDEMNIFICATION.** **NYSERDA** shall require the selected PON Contractor for NYSDOT-funded Projects to indemnify **NYSERDA**, **NYSDOT** and the State of New York for the Work performed under this Agreement for cost, damages, and claims, upon such as mutually-agreed-upon between **NYSDOT** and **NYSERDA**.

15. **CERTIFICATION REQUIRED BY 49CFR, PART 29.** The signatory to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

A. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
B. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
C. Does not have a proposed debarment pending; and
D. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
E. EXCEPTIONS: - None.

16. **CERTIFICATION FOR FEDERAL-AID CONTRACTS.** The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

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A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

17. **NOTICES.**

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation:

Contact Person's Name: William A. Howe, Contract #C031105
Title: Director
Address: NYSDOT Contract Management Bur., 50 Wolf Road, 6th Fl., Albany, NY 12232
Telephone Number: 518-457-2600
Facsimile Number: 518-457-2874
E-Mail Address: bill.howe@dot.ny.gov

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NYSERDA:

Contact Person's Name: Jeffrey J. Pitkin, Contract #C031105
Title: Treasurer and Internal Control Officer
Address: NYSERDA, 17 Columbia Circle, Albany, NY 12203-6399
Telephone Number: 518-862-1090
Facsimile Number: 518-862-1091
E-Mail Address: jjp@nyserda.ny.gov

B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

C. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. **IRAN Divestment Act**. **NYSERDA** shall require the following term in its contracts with the CONSULTANT, or its subconsultant(s)/subcontractor(s) performing the Work under the various research and demonstration PONs, "the CONSULTANT or CONTRACTOR"): as follows:

By entering into this Contract, Contractor certifies 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: list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such 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 the contract will be required to certify that it is not on the Prohibited Entities List before **NYSDOT** may approve a request for Assignment of Contract.

During the term of the Contract, should **NYSDOT** receive information that a person (as defined in State Finance Law Section 165-a) is in violation of the above-referenced certifications, **NYSDOT** 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 **NYSDOT** shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

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NYSDOT reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

21. **INCLUSION OF APPENDIX A.** **NYSERDA** shall comply with the Appendix A - Standard State Clauses for New York State Contracts as applicable to this Agreement; and **NYSERDA** shall include Appendix A in its contracts with selected PON Contractors or its subconsultant(s)/subcontractor(s) performing NYSDOT-funded Project Work under the various research and demonstration PONs.

22. **RESPONSIBILITY PROVISIONS.**

General Responsibility. The Consultant shall, at all times during the Agreement, remain responsible. The Consultant agrees, if requested by the Commissioner of NYSDOT or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Suspension of Work (for Non-Responsibility). The Commissioner of NYSDOT (or his or her designee), in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement at any time when he or she discovers information that calls into question the responsibility of the Consultant. In the event of such suspension, the Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Consultant shall comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of NYSDOT (or his or her designee) issues a written notice authorizing the resumption of performance under the Agreement.

Termination (for Non-Responsibility). Upon written notice to the Consultant, and a reasonable opportunity to be heard with appropriate NYSDOT or staff, the Agreement may be terminated by Commissioner of NYSDOT (or his or her designee) at the Consultant's expense where the Consultant is determined by the Commissioner of NYSDOT (or his or her designee) to be non-responsible. In such event, the Commissioner of NYSDOT (or his or her designee) may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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IN WITNESS WHEREOF, **this Contract #C031105** has been executed by the **STATE**, acting by and through the Commissioner of Transportation, and by **NYSERDA**, acting by its duly authorized representative, effective the day and year first written above. In addition to the acceptance of this Agreement, I also certify that original copies of this signature page shall be attached to all other exact copies of this Agreement.

RECOMMENDED BY:

FOR THE PEOPLE OF THE STATE OF NEW YORK:

_____

CONTRACT MANAGEMENT
DATE: _____

By: _____
William A. Howe, Director, Contract Mgt. Bur.
DEPARTMENT OF TRANSPORTATION
DATE: _____

By: _____
Jeffrey J. Pitkin, Treasurer
NEW YORK STATE ENERGY RESEARCH & DEVELOPMENT AUTHORITY
DATE: _____

APPROVALS

ATTORNEY GENERAL

THOMAS P. DINAPOLI
STATE COMPTROLLER

By: _____

Date: _____

Acknowledgement for Contract #C031105

State of New York)

County of) ss.:

On the _____ day of _____ in the year 2013, before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

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NOTARY PUBLIC

My Commission Expires: _____

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 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 (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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 $10,000, 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 is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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 because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. 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

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of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or 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 (2NYCRR 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.

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(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 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 section. 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.

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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.

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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
Email: opa@esd.ny.gov

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
New York, NY 10017
Telephone: 212-803-2414
Email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

The Omnibus Procurement Act of 1992 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;

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(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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall 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).

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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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.

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APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

2. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

3.

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontactor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX B

REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally-aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its "Procedures for Locally Administered Federal-Aid Projects" (available through NYSDOT's web site at: www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be

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treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency 1 the New York State Department of Transportation, the New York State Comptroller=s Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSITANCE

The Catalog of Federal Domestic Assistance (CFDA 2), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:
20.215 Highway Training and Education
20.219 Recreational Trails Program
20.XXX Highway Planning and Construction - Highways for LIFE;
20.XXX Surface Transportation Research and Development;
20.500 Federal Transit-Capital Investment Grants
20.505 Federal Transit-Metropolitan Planning Grants
20.507 Federal Transit-Formula Grants
20.509 Formula Grants for Other Than Urbanized Areas
20.600 State and Community Highway Safety
23.003 Appalachian Development Highway System
23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

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[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.
[2] www.cfda.gov/

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(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

March 2013

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APPENDIX C

SPECIAL EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

Specific Equal Employment Opportunity Responsibilities

1. GENERAL (a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Federal Executive Order 11246, Federal Executive Order 11375, and NYS Executive Order 45, are set forth in required Contract Provisions (Form PR-1273 or 1316, as appropriate) and those Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. Non-discrimination and affirmative action are also required by the State Labor Law, Section 220-e, as amended, and the Regulations of the NYS Department of Transportation relative to federally-assisted programs (Title 49, Code of Federal Regulations, Part 21 and Section 21.5), including employment practices when the agreement covers a program set forth in Appendix B of the Regulations. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for projects activities under this contract.

(b) The CONSULTANT will work with the STATE and the Federal Government in carrying out equal employment opportunity obligations and in their review of their activities under this contract.

(c) The CONSULTANT and all their sub-consultants and/or sub-contractors holding sub-contracts of $10,000 or more will comply with the following minimum specific requirements of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to contractors and sub-contractors.) The CONSULTANT will include these requirements in every sub-contract with such modification of language as is necessary to make them binding on the sub-contractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY The CONSULTANT, their sub-consultant and or sub-contractor or any person acting on behalf of the CONSULTANT or sub-consultant and or sub-contractor will accept as their operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, national origin, age, disability or marital status, and to promote the full realization of equal employment opportunity through a positive continuing program. "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, or during consideration for employment, without regard to their race, religion, sex, or color, national origin, age, disability or marital status. Such non-discriminatory action shall include, but not be limited to: employment, job assignment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICER The CONSULTANT will designate and make known to the New York State Department of Transportation contracting officers an Equal Employment Opportunity Officer and a Minority Business Enterprise officer (hereinafter referred to as the EEO Officer and M.B.E. Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY (a) All members of the CONSULTANT's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONSULTANT's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the CONSULTANT's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory (first level of supervision and above) or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the CONSULTANT's equal employment opportunity obligations within thirty days following their reporting for duty with the CONSULTANT.

(3) All personnel who are engaged in direct recruitment for the project will be instructed in the CONSULTANT's procedures for locating and hiring minority group employees by the EEO Officer or appropriate company official. (Minority group referred to herein shall mean Black, Hispanic, Asian/Pacific Islander, American Indian/Alaskan.)

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(b) In order to make the CONSULTANT's equal employment opportunity policy known to all employees, prospective employees and potential sources or employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the CONSULTANT will take the following actions:
(1) Notices and posters setting forth the CONSULTANT'S equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The CONSULTANT's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

(c) In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a sub-contract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this agreement and the Regulations relative to non-discrimination.

5. RECRUITMENT (a) When advertising for employees, the CONSULTANT will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived. These advertisements shall state that all qualified applicants will be afforded equal employment opportunity without regard to race, religion, sex, color, national origin, age, disability or marital status.

(b) The CONSULTANT will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the CONSULTANT's EEO Officer will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the CONSULTANT for employment consideration. In the event the CONSULTANT has a valid bargaining agreement providing for exclusive hiring hall referrals, the CONSULTANT is expected to observe the provisions of that agreement to the extent that the system permits the CONSULTANT's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the CONSULTANT to do the same, such implementation violates Executive Order 11246.

(c) The CONSULTANT will encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. PERSONNEL ACTIONS Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age, disability or marital status. The following procedures shall be followed:

(a) The CONSULTANT will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(b) The CONSULTANT will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory practices.

(c) The CONSULTANT will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONSULTANT will promptly take corrective action. If the review indicated that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

(d) The CONSULTANT will promptly investigate all complaints of alleged discrimination made in connection with obligations under this agreement, will attempt to resolve such complaints, and will take appropriate corrective action within 15 days. All subsequent corrective actions or decisions will also be documented and forwarded to the NYS Department of Transportation Compliance Officer within 7 days after such action has taken place. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONSULTANT will inform every complainant of the results and all of their avenues of appeal should the complaint be denied.

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7. TRAINING AND PROMOTION (a) The CONSULTANT will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

(b) Consistent with the CONSULTANT's work force requirements and as permissible under the Federal and State regulations, the CONSULTANT shall make full use of training programs; i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. In the event the Training Special Provision is provided under this contract, this subparagraph is superseded thereby.

c) The CONSULTANT will advise employees and applicants for employment of available training programs and entrance requirements for each.

(d) The CONSULTANT will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS If the CONSULTANT relies in whole or in part upon unions as a source of employees, the CONSULTANT will use their best effort to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and, to effect referrals by such unions of minority and female employees. The CONSULTANT will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights, advising such labor union or representative of the CONSULTANT's compliance and with the non-discrimination clauses. Actions by the CONSULTANT, either directly or through a CONSULTANT's association acting as agent, will include the procedures set forth below:

(a) The CONSULTANT will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

(b) The CONSULTANT will use their best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, disability or marital status.

(c) The CONSULTANT is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union, and such labor union refuses to furnish such information to the CONSULTANT. The CONSULTANT shall so certify to the STATE and shall set forth what efforts have been made to obtain such information. Further, if the CONSULTANT was directed to do so by the contracting agency as part of the bid or negotiations of this contract, the CONSULTANT shall request such labor union or representative to furnish him with a written statement that such labor union or representative accepts the non-discrimination clauses and will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the CONSULTANT shall promptly notify the State Division of Human Rights and set forth what efforts have been made to obtain such information.

(d) In the event the union is unable to provide the CONSULTANT with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the CONSULTANT will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, disability or marital status, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the CONSULTANT has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the CONSULTANT from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONSULTANT shall immediately notify the New York State Department of Transportation.

9. AFFIRMATIVE ACTION IN SUBCONTRACTING (a) The CONSULTANT will not discriminate on the grounds of race, religion, sex, color, national origin, age, disability or marital status in the selection of subcontractors, including procurements and leases of equipment.

(b) If the CONSULTANT determines to use a subcontractor as part of this agreement, affirmative action shall be taken to increase the participation of minority business firms in that work. As part of that affirmative action, the CONSULTANT will identify and contact minority business firms and solicit proposals for the work to be subcontracted

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

The STATE will provide a list of names of minority business firms to the CONSULTANT. Another source that should be contacted for a list of minority business firms is the Governor's Office of Minority & Women's Business Development (GOMWBD).

(c) The CONSULTANT will document the affirmative action steps taken to comply with paragraph 9b. Such documentation will be provided at the time or submittal of a formal proposal to the State's Contracts Bureau.

(d) By execution of this agreement, the CONSULTANT certifies that the affirmative action steps in 9a, 9b & 9c above were taken when soliciting proposals for the work in this agreement indicated to be subcontracted and that these steps will be taken should any work be subcontracted in the future.

(e) The CONSULTANT will insure binding subcontractor and vendor compliance with their EEO obligations. The CONSULTANT will take such actions in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation with a subcontractor or a vendor as a result of such direction by the contracting agency, the CONSULTANT shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

10. RECORDS AND REPORTS (a) The CONSULTANT will keep such records as are necessary to determine compliance with the CONSULTANT's equal employment opportunity obligations. The records kept by the CONSULTANT will be designed to indicate:

(1) The number of minority and non-minority group members and women employed in each work classification on the project, where required by the NYS D.O.T Compliance Officer.
(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to CONSULTANTS who rely in whole or in part on unions as a source of their work force).
(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
(5) Compliance with all other requirements in these provisions such as meetings, instructions, employment efforts, etc.

(b) The CONSULTANT will comply with Sections 291-299 of the Executive Law and Civil Rights Law and will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by State or Federal officials to be pertinent to ascertain compliance with such Regulations, orders and instructions. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State and the Federal Highway Administration.

(c) Failure to comply with these Special EEO Provisions may be considered unsatisfactory performance and may subject the agreement to termination under the termination article of this agreement. Non-compliance may result in the CONSULTANT's being declared ineligible for future agreements made by or on behalf of the STATE or a public authority or agency of the STATE, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the CONSULTANT and an opportunity has been afforded them to be heard publicly before the State Commissioner of Human Rights or official designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided for by law. These may include, but are not limited to:

(1) withholding of payments to the CONSULTANT under the agreement until the CONSULTANT complies, and/or
(2) cancellation, termination or suspensions of the agreement in whole or in part.

11. TRAINING SPECIAL PROVISIONS This Training Special Provision supersedes paragraph 7.b above and is in implementation of 23 CFR Subpart A, Section 230.111 & Executive Order 11246.

As part of the CONSULTANT's equal employment opportunity affirmative action program training shall be provided as follows:

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

The CONSULTANT shall provide on-the-job training aimed at developing full competence in the job classification involved.

The number of months of training to be provided under these special provisions is previously stated in this Agreement.

In the event that the CONSULTANT subcontracts a portion of the contract work, it shall be determined how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the CONSULTANT shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The CONSULTANT shall also insure that this training special provision is made applicable to such subcontract.

The number of trainees shall be distributed among the work classifications on the basis of the CONSULTANT's needs. Along with their proposal, the CONSULTANT shall submit to the New York State Department of Transportation for approval the proposed number of trainees to be trained in each selected classification, their estimated salaries and a training schedule. The salaries to be paid trainees shall not be less that 75 percent of the average hourly rate approved in the agreement for the classification to be trained. During the period from the beginning of the project to its completion, the trainee shall receive reasonable salary increases commensurate to the abilities and effort exerted by the trainee. The training schedule required should indicate the start of work and appropriate incremental salary steps in accord with the above.

Training and upgrading the proficiency of minorities and women is a primary objective of this Training Special Provision. Accordingly, the CONSULTANT shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The CONSULTANT will be responsible for demonstrating the steps that have been taken in pursuance thereof, prior to a determination as to whether the CONSULTANT is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training program or in a classification in which they have been employed. The CONSULTANT should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the CONSULTANT's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training schedule developed by the CONSULTANT and approved by the State and Federal Highway Administration. The State and the Federal Highway Administration shall approve a program if it reasonably calculated to meet the equal employment opportunity obligations of the CONSULTANT and to assist in qualifying the average trainee toward proficiency in the classification concerned by the end of the training period. Approval of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. Training is permissible in lower level management positions. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The CONSULTANT will be reimbursed for the cost of any and all training under the payment terms of this agreement. This can include offsite training cost as discussed above. All offsite training must be defined in the training schedule. All costs claimed or calculated for training must be directly related to the work defined in the scope of this agreement and/or added by supplemental agreement.

The CONSULTANT must demonstrate their best efforts and evidence good faith in hiring trainees for positions in the classification in which they have completed training.

The CONSULTANT shall furnish the trainee a copy of the program they will follow in the training. The CONSULTANT shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The CONSULTANT will provide for the maintenance of records and furnish periodic reports documenting their performance under this Training Special Provision.

Updated December 2012

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

EXHIBIT A

State Consultant Services Contractor's Annual Employment Report

FORM B

OSC Use Only:
Reporting Code:
Category Code:

State Consultant Services
Contractor's Annual Employment Report

Report Period: April 1, to March 31,

Contracting State Agency Name: Transportation Agency Code: 3900283
Contract Number: C031105
Contract Term: July 1, 2013 to June 30, 2018
Contractor Name: New York State Energy Research & Development Authority
Contractor Address: 17 Columbia Circle, Albany, New York 12203-6399
Description of Services Being Provided: NYSDOT/NYSERDA Research Partnership Agreement

Scope of Contract (Choose one that best fits):

Analysis ☐ Evaluation ☐ Research ☒ Training ☐
Data Processing ☐ Computer Programming ☐ Other IT consulting ☐
Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐
Health Services ☐ Mental Health Services ☐
Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

O*NET Employment Category Number and O*NET Job Title	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	$ 0.00
Grand Total			

Name of person who prepared this report:
Preparer's Signature:_____
Title: Phone #:
Date Prepared: / /

Use additional pages if necessary) Page of

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

CONTRACT NO. C031105
NYSDOT/NYSERDA RESEARCH PARTNERSHIP AGREEMENT

SCHEDULE A

SCOPE OF SERVICES

I. INTRODUCTION

Under Comptroller's Contract Numbers C012668 and C030749, the New York State Department of Transportation (the "Department") has maintained a longstanding contractual relationship with the New York State Energy and Research Development Authority ("NYSERDA") that has enabled the joint funding of transportation research and demonstration projects. C012668 was structured as a five-year agreement with a three-year extension and expired in February 2009. C030749 was structured as a three year agreement and expired on December 31, 2012.

This Agreement establishes a follow-on contractual relationship for a period of seven years between the Department and NYSERDA to pool a portion of their research funds in order to conduct mutually beneficial transportation research and demonstration projects. In all cases, the parties conducting the research or performing the demonstration will be competitively selected following NYSERDA's approved procedures.

II. PARTNERSHIP OBJECTIVES AND SCOPE

Partnership Objectives

The purpose of the partnership is to leverage limited funding streams to conduct mutually beneficial transportation research and demonstration projects and maximize the benefits achieved by the funded research. This partnership is expected to develop effective ways to preserve and maintain the State's existing multi-modal transportation system and assets; improve overall transportation system integration, energy efficiency and economics; advance livability and sustainability; and foster better interaction and technology transfer within the research community.

Working in partnership allows NYSERDA to learn of the near and long term needs of the Department. The insights gained by NYSERDA in working with numerous Department Program Managers will be lost without a new contract that continues the partnership. The Department benefits by being able to join research projects selected by NYSERDA through its normal transportation research program. The insights gained in being part of the research helps the Department develop policies, procedures and otherwise implement the research results.

Without the ability to pool funds for a common purpose, the New York State transportation research conducted will be independent at best and uncoordinated at worst. Opportunities

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

to link research to the practical needs of the Department and to provide researchers with access to information and transportation infrastructure will be hindered. The ability of Department staff to guide cutting edge research and improve its applicability for implementation will also be diminished.

Partnership Scope

An annual transportation research and demonstration solicitation shall be developed jointly with the Department and issued by NYSERDA. The solicitation shall be broadly structured to attract proposals with the highest potential of improving the energy efficiency of the existing multi-modal transportation system in New York State. Additionally, the following activities shall be accomplished to support the development and administration of the joint research program.

Task 1. Solicitation Development

Working closely with Department staff, NYSERDA shall draft an annual solicitation to attract cost-shared proposals that support the research and demonstration of cutting edge transportation technologies in New York State. The solicitation shall follow NYSERDA's approved procurement practices and clearly identify program and proposal requirements, as well as evaluation criteria and benefits sought.

Task 2. Solicitation Administration

Upon development of the joint solicitation and with close collaboration from Department staff, NYSERDA shall follow approved procurement practices to perform the following:

- issue the Solicitation with appropriate web postings and through listing in the NYS Contract Reporter;
- widely advertise and market the Solicitation through targeted mailings, as well as web-based distribution via relevant electronic newsletters;
- receive the ensuing proposals maintaining chain of custody and confidentiality;
- establish a Technical Evaluation Panel (TEP) and distribute the proposals and evaluation materials;
- conduct a TEP meeting to jointly score and rank the proposals;
- thoroughly document the evaluation process and the findings of the TEP;
- allocate available funding in line with the TEP findings; and
- issue letters to the proposers informing them of the solicitation results.

Task 3. Contract Management

Upon completion of the solicitation process and with close collaboration from Department staff, NYSERDA shall follow approved procurement practices to perform the following:

- negotiate a final Statement of Work, Schedule and Budget with each funded proposer, incorporating any recommendations of the TEP;

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

- execute a contract between NYSERDA and the funded proposer;
- establish a Department co-manager for each funded project;
- conduct site visits, receive and review progress reports and invoices;
- identify potential problems and initiate appropriate action;
- provide technical and business related value-added to projects;
- pay approved invoices within NYSERDA's Prompt Pay 30-day window;
- invoice the Department quarterly for a prorated portion of the paid invoices; and
- receive, review and approve Final Reports and provide them to Department staff.

Partnership Schedule

Services shall be provided over a seven year period of performance. The Term of this Agreement shall be five years (60 months) for the co-funding of joint solicitations with two additional years (24 months) to complete projects initiated during the first five years with no new solicitations issued under this Agreement after the initial 60 month term has expired.

Partnership Budget

Each solicitation is planned for up to $3,000,000 with the Department's annual commitment being planned not-to-exceed $2,000,000 and NYSERDA's annual commitment being planned at 50% of the Department's funding not-to-exceed $1,000,000. All funding shall be subject to the continued availability and authorization of federal, state and third party funds for this purpose. The Department makes no guarantee that all or any of the identified funds will be spent.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

CONTRACT NO. C031105
NYSDOT/NYSERDA RESEARCH PARTNERSHIP AGREEMENT

SCHEDULE B

BUDGET

SFY 2013/2014.....	$ 2,000,000
SFY 2014/2015.....	$ 2,000,000
SFY 2015/2016.....	$ 2,000,000
SFY 2016/2017.....	$ 2,000,000
SFY 2017/2018.....	$ 2,000,000
Total Budget.....	$10,000,000

NOTE: Funds programmed before the expiration of the contract term on June 30, 2018, have two additional years to be expended. No new funds may be programmed or added to the contract after the contract expiration date on June 30, 2018, unless the Active Term is extended by a Supplemental Agreement.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Exhibit G *(5/26/20)*

ADDITIONAL COVID-19 TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

In response to the ongoing COVID-19 pandemic, beginning in March 2020, Governor Cuomo issued a series of Executive Orders addressing various categories of business activities, including, but not limited to, construction, manufacturing, administrative, and professional services. In addition, Empire State Development (ESD) was authorized to develop *Guidance for Determining Whether a Business Enterprise is Subject to a Workforce Reduction Under Recent Executive Orders*. Although much of NYSERDA's clean energy efforts involve construction activity, NYSERDA engages in many other activities that are affected by State COVID-19 directives and requirements.

The State has also established a series of metrics required to begin a phased reopening plan. The phase-in plan prioritizes businesses considered to have a greater economic impact and inherently low risks of infection for the workers and customers, followed by other businesses considered to have less economic impact, and those that present a higher risk of infection spread.[3] Pursuant to Executive Order 202.31 and "NY Forward," New York will reopen on a regional basis as each region meets the criteria necessary to protect public health.

For New York State regions and approved activities that have been deemed reopened pursuant to the State's Regional Monitoring Dashboard, and in light of the paramount importance placed on health and safety at this time, NYSERDA hereby directs and requires that NYSERDA contractors performing clean energy activity pursuant to a NYSERDA contract or program to comply with all Executive Orders addressing the COVID-19 pandemic, and in all events, NYSERDA contractors are expected to continue to comply with all relevant State, federal and local rules. All contractors are also accountable for staying current with any updates to these requirements. COVID-19 related guidance and references can be found on NYSERDA's website at: https://www.nyserda.ny.gov/ny/COVID-19-Response, and is hereby deemed incorporated herein, as may be updated from time to time.

Phase I of reopening does include all construction activity. All NYSERDA contractors specifically engaging in construction activity are required to, without limitation, adhere to and attest to the New York State Department of Health (NYS DOH) *Interim Guidance for Construction Activities During the COVID-19 Public Health Emergency* prior to commencing work on NYSERDA clean energy construction projects. The attestation is embedded within the

[3] In accordance with ESD's current Essential Business Guidance and subject to all relevant health and safety requirements, NYSERDA is hereby allowing its contractors performing program work pursuant to a NYSERDA contract or program to undertake the following activities on a Statewide basis:

- electric power generation and storage-related development, construction, operation or maintenance, except with respect to new solar projects on residential sites (which residential projects must continue to follow the regional reopening);
- electric vehicle (EV) charging station installation, operation and maintenance at commercial and government sites; and
- activity by a single worker who is the sole worker on a project site.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Guidance Document and NYSERDA advises that contractors maintain a copy of such attestation for their records. Also, as included in the NYS DOH Construction Guidance, for all contractors performing construction activities, completed safety plans must be conspicuously posted on a project site. The State has provided a template to assist in developing Business Safety Plans, which is available through the NY Forward website as well as NYSERDA's COVID-19 webpage. While these plans are not required to be submitted to NYSERDA or a State agency for approval, they must be retained on the premises of the business or construction site and must made available to the NYS DOH or local health or safety authorities in the event of an inspection.

In accordance with Executive Order 202.31, business activities may only commence for New York State regions that have been deemed reopened and is limited to only those activities approved for reopening. For state regions and activities that remain on PAUSE, or for reopened areas that revert back to PAUSE, NYSERDA continues to direct a pause in work until that region is re-opened for all NYSERDA contractors performing program activity pursuant to a NYSERDA contract or program, requiring in-person presence at a project site, that is not explicitly permitted under State directives or guidance.

During this time of uncertainty, NYSERDA is committed to working collaboratively with its Contractors to address contractual obligations when performance under the contract may be suspended or delayed due to COVID-19-related limitations in business activity that are beyond the reasonable control of either NYSERDA or the Contractor.

NYSERDA takes health and safety issues of its contractors and program participants very seriously and will strictly enforce compliance with Executive Order 202.31, and any relevant subsequent Executive Orders, and this guidance, as well as existing contractual obligations that require NYSERDA's contractors to comply with all general and special Federal, State, municipal and local laws, ordinances and regulations that may in any way affect the performance of agreements executed with NYSERDA. Accordingly, non-compliance may give rise to disciplinary action, which may include, without limitation:

- orders to stop work;
- immediate termination of the Agreement;
- a determination of ineligibility to participate in one or more NYSERDA program efforts, on either a temporary or permanent basis;
- reporting of non-compliant activity to enforcement authorities, including but not limited to the NY Forward online complaint submission form, which will result in investigation and, if credible, enforcement.

This guidance supersedes all previously issued guidance and shall be deemed to modify any applicable provisions in any NYSERDA contract, program rule, guideline, manual, solicitation or other applicable document or agreement.

Attachment: Smart Signal Proposal (RES-2021-315 : Proposal for Smart Signal Implementation, Phase 1)

Name	X	Y
BH-09 / TMW-09	1084021.2681	1077959.9488
BH-08	1083984.4706	1077968.8037
BH-07	1083973.4510	1077985.5301
BH-11	1083995.6868	1077992.8109
BH-01	1084009.8551	1078002.8467
BH-10	1084033.2717	1078015.0468
BH-02	1084018.9069	1078017.0146
BH-03	1083993.7190	1078017.0146
BH-06	1083974.2380	1077997.5333
BH-05 / TMW-05	1083965.7764	1078008.1596
BH-04	1083976.9930	1078016.0307

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23045 **RESOLUTION 2021-316** **ADOPTED**

Award of 2021-22 Purchasing Maintenance Materials Bids (Sections 1-7)

The Highway Department respectfully requests that the Purchasing Maintenance Materials Bids, Section 1 through 7 be awarded to the lowest bidders within specifications as follows:

SECTION 1 : AGGREGATE MATERIAL , PLANT MIXED ASPHALT CONCRETE, PATCHING MATERIAL, HAULING AND LIQUID BITUMINOUS MATERIAL:

1-1 CRS # 2438 COUNTY LINE STONE COMPANY
1-2 CRS # 2439 NEW ENTERPRISE STONE AND LIME COMPANY
1-3 CRS # 2440 LAFARGE NORTH AMERICA (LOCKPORT)
1-4 CRS # 2441 CAMBRIA ASPHALT
1-5 CRS # 2442 LAFARGE NORTH AMERICAN (FREEDOM)
1-6 CRS # 2443 SUIT KOTE CORPORATION

SECTION 2 : PIPE, VARIOUS SIZES, INCLUDING CONCRETE, METAL, HDPE, PIPE LINER, FITTINGS, COUPLERS AND FLEXIBLE FERNCOS:

2-7 CRS # 2444 LOCK CITY SUPPLY INC.
2-8 CRS # 2445 K & S CONTRACTORS SUPPLY INC.

SECTION 3 : GEO-TEXTILE MATERIAL, SNOW FENCES AND ADA (DETECTABLE WARNING SURFACE TILE) AND GRASS PAVERS:

3-9 CRS # 2446 BUFFALO CONCRETE ACCESSORIES LLC

SECTION 4 : GRASS SEED, FERTILIZER (STARTER), TOPSOIL, SANDY LOAM, SOD, BALL DIAMOND MIXES AND FIELD MATERIALS, ENGINEERED WOOD FIBER (EWF) AND RUBBERIZED SAFETY MATERIALS (CHIPS) FOR PLAYGROUNDS:

4-10 CRS # 2447 BUFFALO ORCHARD PARK TOPSOIL INC.
4-11 CRS # 2448 SITEONE LANDSCAPE SUPPLY LLC.
4-12 CRS # 2449 LAKESIDE SOD SUPPLY COMPANY
4-13 CRS # 2450 LEO BRENON TOPSOIL

SECTION 5 : CONCRETE BUILDING MATERIALS:

5-14 CRS # 2451 UNITED MATERIAL, LLC.

5-15 CRS # 2452 BUFFALO CONCRETE ACCESSORIES LLC.

SECTION 6 : PRE-CAST CONCRETE MANHOLES, ROUND FRAMES/COVERS, PRE CAST CATCH BASINS, RECTANGULAR FRAMES/GRATES AND MANHOLE RINGS (STEEL AND PLASTIC), FLAPGATES, BARRIER BLOCKS:

6-16 CRS # 2453 KISTNER CONCRETE PRODUCTS INC.
6-17 CRS # 2454 K & S CONTRACTORS SUPPLY INC.
6-18 CRS # 2455 EJ USA INC.
6-19 CRS # 2456 BIHR LANDSCAPE INC.
6-20 CRS # 2457 BUFFALO REDI-MIX (NESL)
6-21 CRS # 2458 F W WEBB COMPANY

SECTION 7 : SIGN MATERIAL (ALUM. SHEETING), 3M PRODUCTS, TRAFFIC CONTROL EQUIPMENT (ELECTRICAL SYSTEMS) AND TRAFFIC SAFETY SIGNS, STOP SIGNS AND POLES:

7-22 CRS # 2459 EASTERN METAL OF ELMIRA
7-23 CRS # 2460 VULCAN INC.
7-24 CRS # 2461 3-M PRODUCTS COMPANY
7-25 CRS # 2462 TRAFFIC SYSTEMS INC.
7-26 CRS # 2463 NORTHEAST SIGNAL INC.
7-27 CRS # 2464 TRAFFIC PARTS INC.

Additional specifications and details are provided and attached per each section and bidder bid tab.

NOW THEREFORE BE IT RESOLVED, that the AMHERST TOWN BOARD authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the contract routing system (CRS) and the Town Attorney approval.

4/5/2021
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23050 **RESOLUTION 2021-317** **ADOPTED**

Award of 2021-2022 Construction Bids (Sections 8 - 15)

The Highway Department respectfully requests that the Construction Bids, Section 8 through 15, be awarded to the lowest bidders within specifications as follows:

SECTION 8 : PLANE AND TEXTURIZE-SCARIFYING AND COLD MILLING EXISTING ROAD SURFACES:

8-1 CRS # 2502 HIGHWAY REHABILITATION CORPORATION
8-2 CRS # 2503 MUNICIPAL MILLING AND MAINTENANCE LLC

SECTION 9 : CASUAL BLACK TOP REPAIR, NOVA CHIP, MICRO-RESURFACING, CRACK FILL APPLIED, BLACKTOP SEALER APPLIED AND BITUMINOUS LIQUID MATERIAL APPLIED:

9-3 CRS # 2504 SUIT KOTE CORPORATION
9-4 CRS # 2505 MIDLAND ASPHALT MATERIALS INC.
9-5 CRS # 2506 AMHERST SEALER INC

SECTION 10 : ROAD RESURFACING:

10-6 CRS # 2507 AMHERST PAVING INC.

SECTION 11 : BIKE PATH AND TRAILWAY REHABILITATION:

11-7 CRS # 2508 AMHERST PAVING INC.
11-8 CRS # 2509 D & H PAVING LLC

SECTION 12 : CATCH BASIN REPAIR:

12-9 CRS # 2510 CAMPOBELLO CONSTRUCTION

SECTION 13 : CURBING, SIDEWALK, DRIVEWAY APRONS, ADA HANDICAP RAMPS AND CONCRETE / CURB CUTTING:

13-12 CRS # 2512 CVF CONCRETE CONSTRUCTION COMPANY

SECTION 14 : PLANT MIXED CONCRETE:

14-13 CRS # 2513 LAFARGE NORTH AMERICA INC.
14-14 CRS # 2514 NEW ENTERPRISE REDIMIX

SECTION 15 : ROAD STRIPING:

15-15 CRS # 2515 ACCENT STRIPE INC.

Additional specifications and details are provided and attached per each section and bidder bid tab.

NOW THEREFORE BE IT RESOLVED, that the AMHERST TOWN BOARD authorizes the Amherst Town Supervisor to sign each contract listed above and approval of these contracts are contingent upon the successful completion of the contract routing system (CRS) and the Town Attorney approval.

4/5/2021
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23063 **RESOLUTION 2021-318** **ADOPTED**

Contract Extension-Frey the Wheelman Company - CRS #2523

WHEREAS, Bid # 2018040 Highway Department Heavy Duty Truck Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-367; and

NOW, THEREFORE, BE IT RESOLVED, the contract extension term will be dated from approval date through April 1, 2023; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Frey the Wheelman, DBA Frey Heavy Duty, 805 Rein Road, Cheektowaga, NY 14225, subject to the contract routing system and the approval of the Town Attorney.

4/5/2021
Consent

FINANCIAL IMPACT:

Town Wide

Various TBD

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

AGREEMENT

Let this document stand as an Agreement extension between FREY THE WHEELMAN, INC. and the Town of Amherst permitting the Town of Amherst to participate in the purchase of heavy duty truck parts.

FREY THE WHEELMAN, INC. d/b/a FREY HEAVY DUTY
805 Rein Road, Cheektowaga, NY 14225
BID # 2018040
from 4/1/2019 through 4/1/2021 AND EXTENDED TO 4/1/2023.

for heavy duty truck parts and services per Town of Amherst BID # 2018040 tab.

Agreed to and Accepted by:
FREY THE WHEELMAN, INC.
d/b/a FREY HEAVY DUTY

By: John R Gasecki
Signature

John R Gasecki
Print Name

Branch Manager
Title

Date: 3/19/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

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:

Frey Heavy Duty
Print Name of Company

By: John R Gasiecki
Signature

John R Gasiecki
Printed name

Date: 3/19/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New Yo provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Unde Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility und Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it wil 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 see to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must ce at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohib entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informa that a person is in violation of the above-referenced certification, the Town will offer the perso opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in investment which is in violation of the Act within 90 days after the determination of such violation, t the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seel 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 en that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursu responsibility review with respect to any entity that is awarded a Contract/Lease and appears on prohibited entities list after Contract/Lease award.

Company Name: FREY HEAVY Duty

Signature: John R Gasiecki

Print Name: John R Gasiecki

Title: Branch Manager

Date: 3/21/21

Sworn To Before Me This

21 Day of March, 2021

Cheryl A. Deth

Notary Public

CHERYL A. DETH
Notary Public State of New York
Qualified in Erie County
My Commission Expires 11-3-22

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Deb Rhude
Eisnor Insurance Agency Inc 4787 Clinton St. PO Box 482 Clark Mills NY 13321	PHONE (A/C, No, Ext): (315) 853-8800 FAX (A/C, No): E-MAIL ADDRESS: debbie@eisnorinsurance.com
INSURED FREY THE WHEELMAN, INC, DBA: FREY LUBE & FREY HEAVY DUTY 805 REIN RD CHEEKTOWAGA NY 14225	INSURER(S) AFFORDING COVERAGE INSURER A : Erie Insurance Company INSURER B : Erie Insurance Property & Casualty Co. INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL211602209 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	Q37 5150348 NY	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each Occurrence Prop	$ 1,000,000 $ $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	Q01 5140251	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) SUMSL	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N	N	Q25 5170208 NY	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	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	Q85 5104715	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	GARAGE LIABILITY -CUSTOMER AUTO COMP & COLLISION	N	N	Q01 5180194 NY7	01/01/2021	01/01/2022	COMPREHENSIVE COLLISION	100,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TOWN OF AMHERST IS LISTED AS ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS. INSURED OFFICERS ARE INCLUDED ON THE WORKERS COMPENSATION POLICY.

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deborah J Rhude

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Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) FREY THE WHEELMAN, INC DBA: FREY HEAVY DUTY 805 REIN RD CHEEKTOWAGA, NY 14225	**1b. Business Telephone Number of Insured** 716-633-3830 **1c. NYS Unemployment Insurance Employer Registration Number of Insured**
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	**1d. Federal Employer Identification Number of Insured or Social Security Number** 141907425
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE, NY 14221-5499	**3a. Name of Insurance Carrier** ERIE INSURANCE COMPANY **3b. Policy Number of entity listed in box "1a"** Q855104715 **3c. Policy effective period** 01/01/2021 to 01/01/2022 **3d. The Proprietor, Partners or Executive Officers are** ☑ **included.** (Only check box if all partners/officers included) **all excluded or certain partners/officers excluded.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for worke compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will se this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the covera indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this fo is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earli***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a n Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandato coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenc above and that the named insured has the coverage as depicted on this form.

Approved by: MARC CIPRIANI
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Marc Cipriani 01/06/2021
(Signature) (Date)

Title: DEPARTMENT MANAGER

Telephone Number of authorized representative or licensed agent of insurance carrier: (800) 458-0811

Please Note: *Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are N authorized to issue it.*

C-105.2 (9-07)

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

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)
FREY THE WHEELMAN INC (VARIOUS NEW YORK LOCS)

805 REIN ROAD
CHEEKTOWAGA, NY 14225

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-633-3830

1c. Federal Employer Identification Number of Insured or Social Security Number
141907425

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF AMHERST
5583 MAIN ST
WILLAIMSVILLE, NY 14221-5499

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL594815

3c. Policy effective period
01/01/2021 to 12/31/2021

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the name insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/6/2021 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

DB-12

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME FREY THE WHEELMAN, INC. DBA FREY HEAVY DUTY

ADDRESS OF PRINCIPAL OFFICE:

STREET 805 REIN RD.

CITY CHEEKTOWAGA STATE NY

ZIP 14225 AREA CODE 716 PHONE 633-3830

Check one: CORPORATION X PARTNERSHIP ____ INDIVIDUAL ____

FEDERAL ID NUMBER: 14-1907425

E-MAIL ADDRESS: JGASIECKI@FREYHD.COM JOHN

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

If foreign corporation, state if authorized to do business in the State of New York:

YES ____ NO ____

TRADE NAMES: ____

ADDRESS OF LOCAL OFFICE:

STREET 805 REIN RD.

CITY CHEEKTOWAGA STATE NY

ZIP 14225 AREA CODE 716 PHONE 633-3830

NAMES AND ADDRESSES OF PARTNERS:

(Rev. 7/2017)

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

CONTRACT

This agreement is hereby acknowledged and performance of this Contract will be undertaken in accordance with the specifications and pricing on which the below mentioned bid dated November 1, 2018 was submitted. I hereby state that I have authority to execute this document on behalf of Frey The Wheelman, Inc. d/b/a Frey Heavy Duty.

Name of Bid: **Heavy Duty Truck Parts**
Vendor Name: **Frey The Wheelman, Inc. d/b/a Frey Heavy Duty**
805 Rein Road
Cheektowaga, New York 14225

Town Board Approval: March 18, 2019
Town Board Resolution #: 2019-367

Authority for execution on behalf of the Town of Amherst: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on March 18, 2019, 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 of Amherst. 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 the Town of Amherst.

Agreed to and Accepted by:

Frey The Wheelman, Inc.
d/b/a Frey Heavy Duty

By: _____
Signature

John R Gasiecki
Printed name

Branch Manager
Title

Date: 3/29/19

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa,
Supervisor

Date: 4/1/19

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

4-1-2019

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

Jeffery C Zeplowitz
Deputy Town Clerk

Meeting: 03/18/19 07:00 PM
Department: Contract Compliance
Initiated by: **Lawrence Graner**
Co-Sponsored by:

DOC ID: 20105 **RESOLUTION 2019-367** **ADOPTED**

Award Bid #2018040 Heavy Duty Truck Parts CRS #1269 and #1270

FREY

FLEET

WHEREAS, the Contract Compliance and Administration Department received bids on November 1, 2018 for Bid #2018040 - Heavy Duty Truck Parts; and

WHEREAS, the bid process resulted in responses from seven (7) vendors, as per the attached bid tabulation form.

THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid as follows: Fleet Pride, 1696 Walden Ave, Cheektowaga, NY 14225, Items: Section A: 1, 1a, 2, 2a, 3-5, 5a, 6, 6a, 6b, 7-14; Section B: 1-3; Section C: 1, Section D: 1-2, Section E: 1-2, Section F: 1-3, Section G: 1-4, Section H: 1-3; Section I: 1-4, Section J: 1-2, Section K: 1-6, Section L: 1-2, Section M: 1-5, Section N: 1 and Section O: 1-14. To Frey the Wheelman, DBA Frey Heavy Duty, 805 Rein Road, Cheektowaga, NY 14225, Section A: Items 1, 1a, 2, 3-5, 5a, 6, 6b, 7-10, 12; Section B: Items 1-3; Section D: Items D1, 3-4; Section E: Item 1; Section G: Item 2; Section H: Items 1-2; Section I: Items 1, 3-4; Section J: Items 1-2; Section K: Item 2; Section L: Items 1-2; Section M: Items 1-3, 6; Section N: Item 1; Section O: Items 2, 5 & 9; and

BE IT FURTHER RESOLVED, departments must obtain quotes from both vendors for any item sections that were dual awarded and purchase using the lowest cost quote; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Fleet Pride and Frey the Wheelman, DBA Frey Heavy Duty.

3/18/2019
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Spoth, Bucki, Berger, Lavin

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

Bid #2018040 Heavy Duty Truck Parts

Resolution 2019-367

Item #	Vendor Name:	Buffalo Truck Center		Fleet Maintenance		D & W Diesel		Tracey Road Equip.		Fleet Pride		Frey the Wheelman		Kenworth	
		Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price
A	BRAKE PARTS														
1	Meritor – Brake and related parts	O	List- 30%	M	List -20%			M	10%	D	55%	M	61%		
1a	Meritor reline cast shoes with R403 lining only		NO BID	M	List -20%			M	10%	D	50%	M	61%	M	-10%
2	Haldex – Brake and related parts	O	List - 35%	M	List -20%					D	45%	M	51%	M	-10%
2a	All other stamped steel reline shoes with ABEX 685 lining by Federal Mogul		NO BID							D	40%				
3	WABCO – Brake and related parts		NO BID					M	10%	D	55%	M	61%	M	-10%
4	Euclid – Brake and related parts		NO BID					M	10%	D	50%	M	56%		
5	*Webb - Brake and related parts*	O	List - 25%	M	List -20%			M	10%	D	50%	M	52.5%		
5a	Drums, Rotors and Hubs	O	List - 25%					M	10%	D	50%	M	52.5%		
6	Gunite/Accuride - Drums, rotors and hubs, slack adjusters	O	List - 40%	M	List -20%			M	10%	D	50%	M	53.19%		
6a	OTR-Replacement Parts		NO BID							D	10%		See Notes		
6b	Federal Mogul-Replacement Parts		NO BID	M	List -20%					D	40%	M	50%		
7	Federal Mogul –BCA-National - Bearings and wheel seals		NO BID							D	40%	M	50%		
8	Redneck - Brake and related parts		NO BID							D	30%	M	50%		
9	Dexter - Brake and related parts		NO BID							D	30%	M	50%		
10	Stemco - Wheel Ends and Seals	O	List - 30%	M	List -20%			M	10%	D	40%	M	45%	M	-10%
11	Bendix Formula Blue - Hydraulic Brake and related parts		NO BID	M	List -20%			M	10%	D	35%				
12	Sealco - Brake, valves and related parts		NO BID					M	10%	D	40%	M	50%		
13	MGM - Brake, chambers and related parts	O	List - 25%	M	List -20%			M	10%	D	40%			M	-10%
14	Centric - Brake, and related parts		Left Blank					M	10%	D	45%				
B	BRAKE AIR VALVES AND DRYERS														
1	Wabco - Valves, dryers and related parts		NO BID	M	List -20%			M	10%	D	55%	M	61%	M	-10%
2	Haldex - Valves, dryers and related parts	O	List - 35%	M	List -20%			M	10%	D	45%	M	51%	M	-10%
3	Bendix - Valves, dryers and related parts	O	List - 35%	M	List -20%			M	10%	D	40%	M	46%	M	-10%
C	Cables														
1	Cablecraft - Push-pull and control cables		NO BID							D	35%				

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

Bid #2018040 Heavy Duty Truck Parts

Item #	Vendor Name:	Buffalo Truck Center		Fleet Maintenance		D & W Diesel		Tracey Road Equip.		Fleet Pride		Frey the Wheelman		Kenworth	
		Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price
D	Clutches														
1	Eaton - Clutches and related parts	O	List - 25%					M	10%	D	40%	M	41%	M	-10%
2	Meritor - Clutches and related parts	O	List - 30%	M	List -20%			M	10%	D	55%				
3	Clutch rebuilding Labor per hour $_____		NO BID					N/A	N/A				$65.00		
4	Clutch rebuilding parts discount off list _____%		NO BID					N/A	N/A				41%		
E	ENGINE STARTING AIDS														
1	Phillips zero start - Block heaters	O	List - 35%	M	List -20%			M	15%	D	30%	M	40%	M	-10%
2	Kat's - Block heaters		NO BID							D	30%				
F	EXHAUST														
1	Nelson - Mufflers and related parts		NO BID	M	List -20%					D	30%			M	-10%
2	Flexatube - Exhaust related parts		NO BID							D	30%				
3	Donaldson – Integrated Filtration Parts	O	List - 30%	M	List -20%			M	15%	D	30%				
G	FAN CLUTCHES, STARTERS AND ALTERNATORS														
1	Kysor - Fan clutches and related parts		NO BID	M	List -20%	M	50%	M	10%	D	51%				
2	DELCO/REMY Components	O	List - 20%	M	List -20%	M	VC + 25%	M	10%	D	56%	M	58%	M	-10%
3	Horton - Fan clutches and related parts		NO BID	M	List -20%	M	35%	M	10%	D	36%			M	-10%
4	Leece- Neville Components		NO BID	M	List -20%	M	56%	M	10%		60%				
H	FRONT END PARTS														
1	Meritor - Front end components	O	List - 30%	M	List -20%			M	10%	D	55%	M	61%	M	-10%
2	Euclid - Front end components		NO BID					M	10%	D	50%	M	56%		
3	Superwinch - Lockout hubs		NO BID							D	25%				
I	LIGHTING AND MIRRORS														
1	Grote - Lighting	O	List - 20%	M	List -20%			M	10%	D	35%	M	50%	M	-10%
2	Velvac - Mirrors	O	List - 10%	M	List -20%			M	10%	D	40%				
3	Truck Lite - Lighting	O	List - 40%	M	List -20%			M	10%	D	50%	M	57%	M	-10%
4	Retrac - Mirrors		NO BID					M	10%	D	30%	M	36%		
J	PINTLE HOOKS AND RELATED														
1	Buyers - Buyers products		NO BID							D	30%	M	40%		

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

Bid #2018040 Heavy Duty Truck Parts

	Vendor Name:	Buffalo Truck Center		Fleet Maintenance		D & W Diesel		Tracey Road Equip.		Fleet Pride		Frey the Wheelman		Kenworth	
Item #		Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price
2	Holland - Couplers	O	List - 10%	M	List -20%			M	10%	D	30%	M	40%		
K	PUMPS AND POWER TAKE OFFS														
1	Chelsea – Pumps, PTO's and related products	O	List - 25%			M	55%	M	5%	D	56%				
2	Munice – Pumps, PTO's and related products	O	List - 15%					M	5%	D	30%	M	40%		
3	Commercial – Hydraulic Pumps and related parts		NO BID			M	30%	M	5%	D	30%				
4	Vickers – Pumps and related parts		NO BID							D	40%				
5	Gresen Pumps and related parts		NO BID							D	40%				
6	Gates – Hydraulic hose and fittings		NO BID	M	List -20%			M	5%	D	45%				
L	SUSPENSION														
1	Meritor - Suspension components	O	List - 30%	M	List -20%			M	10%	D	55%	M	61%	M	-10%
2	Euclid - Suspension components		NO BID					M	10%	D	50%	M	56%		
M	UNIVERSAL JOINTS														
1	Meritor - Universal joints	O	List - 30%	M	List -20%			M	5%	D	55%	M	63%	M	-10%
2	Spicer - Universal joints	O	List - 25%	M	List -20%			M	5%	D	50%	M	63%	M	-10%
3	Neapco - Universal joints		NO BID					M	5%	D	50%	M	63%		
4	Bondioli Agricultural - Shafts		NO BID					M	5%	D	30%				
5	Weasler Agricultural - Shafts		NO BID					M	5%	D	20%				
6	*Labor Rate per Hour for rebuilding drive shafts* $_____		NO BID					N/A	N/A		$74.00		$50.00		
N	WHEELS														
1	Accuride - Wheels and related		NO BID	M	List -20%			M	15%	D	45%	M	57%		
2	Motor Wheel - Wheels and related		NO BID												
O	DRIVELINE AND DRIVESHAFT COMPONENTS														
1	Allison Components		NO BID	M	List -20%					D	50%				
2	Arvin - Meritor Components	O	List - 30%					M	10%	D	55%	M	63%		
3	Borg – Warner Components	O	List - 20%	M	List -20%			M	10%	D	50%				
4	Clark Components		NO BID							D	50%				
5	Dana – Spicer Components	O	List - 25%	M	List -20%			M	Left Blank	D	50%	M	63%	M	-10%

Packet Pg. 606

12.M.3.a

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

Bid #2018040 Heavy Duty Truck Parts

Item #	Vendor Name:	Buffalo Truck Center		Fleet Maintenance		D & W Diesel		Tracey Road Equip.		Fleet Pride		Frey the Wheelman		Kenworth	
		Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price
6	Fuller – Eaton Components	O	List - 30%	M	List -20%			M	10%	D	26%			M	-10%
7	Marmon Components		NO BID	M	List -20%					D	50%				
8	Meritor Components	O	List - 30%	M	List -20%			M	10%	D	55%				
9	New Process/New Venture Components		NO BID							D	50%	M	63%		
10	OTR Components		NO BID							D	10%				
11	Pro Gear Components		NO BID							D	50%				
12	Rockwell Components		NO BID	M	List -20%			M	10%	D	50%				
13	Weller Components		NO BID	M	List -20%			M	10%	D	50%			M	-10%
14	Z F Transmission and Components		NO BID							D	50%				

NOTES:
Buffalo Truck Center - O: Mack Trucks Inc. List Price Parts Book
Fleet Maintenance - M - Manufacturers List
Tracey Road Equipment - M - Manufacturers List
Fleet Pride - D - Distributor List
Frey the Wheelman - Manufacturers List Item A 6a OTR Parts - note "Private Label"
Kenworth - M - Manufacturers List

Bid will be awarded as identified above. For all dual awards, any department that utilizes this bid award, MUST obtain a quote from both vendors based upon the discounts in the bid and order from the lowest cost quote. Quote must show the discounts identified above. Quotes should be submitted with each invoice

Packet Pg. 607

12.M.3.a

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

ORIG.

TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM NO 2018040B

ADDENDUM TO

INVITATION TO BID

Bid #2018040

Heavy Duty Truck Parts

Bids, as stated below, will be received and publicly opened by the Purchasing Department in accordance with the attached specification. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

Town of Amherst
Contract Compliance & Administration Department
Attention: Lawrence K. Graner
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 2018040

OPENING DATE: ~~October 25, 2018 at 12:45 pm~~ November 1, 2018 at 12:45 pm

FOR: Heavy Duty Truck Parts

NAME OF BIDDER: _____

The following pages, exhibits and/or attachments are attached to and made a part of the original Bid specifications, and part of any agreement entered into pursuant to this Bid.

Lawrence K. Graner
Director of Contract Compliance & Administration

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM NO 2018040B

The opening date for this bid has been changed to November 1, 2018 at 12:45 pm.

In reference to the wording at the bottom of the price sheet on page 5:

**Type of Pricing to be Provided column:

Please define which proof of pricing will be provided in by entering the following in the above column: Enter M for Manufacturer List, Enter D for Distributor List or O for Other (please identify).

For O (Other), Cost Plus is acceptable if one of the other pricing options is not available.

Example - Vendor Cost (+) plus a markup of _____ (%) Percent.

- Vendor cost is what the awarded vendor actually paid.
- To verify vendor cost the TOA will need a copy of the awarded vendors original purchase receipt or system print-out at time of invoicing.
- Unless otherwise agreed all freight cost for delivery of requested parts and material shall be figured into this percentage markup.

All other terms, conditions and specifications remain unchanged.

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

ORIG

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

INVITATION TO BID # 2018040

Heavy Duty Truck Parts

Bids, as stated below, will be received and publicly opened by the Contract Compliance & Administration Department in accordance with the attached specifications. FAX / electronically submitted bids will not be accepted.

Bid Instructions:

- **Four (4) copies of the proposal are required.**
- **All four (4) bid packets may be placed in one sealed envelope.**
- **In each of the four (4) bid packets being submitted, EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**
- **If you are submitting bids for more than one job, please put in separate envelopes, marked with the Bid number.**

Please submit to:

Town of Amherst
Contract Compliance & Administration – 2nd Floor
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 2018040

OPENING DATE October 25 2018 TIME: 12:45 PM

FOR: Heavy Duty Truck Parts

NAME OF BIDDER: _____

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope. Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X	EXHIBIT "A"	- Assignment of Public Contracts
N/A	EXHIBIT "D"	- Bid Bond (Formal Bid) **5%**
X	EXHIBIT "F"	- Agreement Addendum
X	EXHIBIT "G"	- Non-Collusive Bidding Certification
X	EXHIBIT "I"	- Certification of Compliance with the Iran Divestment Act
N/A	EXHIBIT "W"	- Prevailing Wage Schedule

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

NOTICE TO BIDDERS

Town of Amherst
Contract Compliance & Administration Department

Bid #2018045
Heavy Duty Truck Parts

Sealed proposals for the above mentioned project in the Town of Amherst, NY will be received by the Contract Compliance & Administration Office in the Municipal Building, Williamsville, NY 14221 on or before 12:45 PM local time on October 25, 2018.

Specifications may be obtained via e-mail to khalton@amherst.ny.us or examined at the Contract Compliance & Administration Office of the Town of Amherst between the hours of 8:00 AM and 4:00 PM through October 25, 2018, excluding Saturdays, Sundays and Holidays.

By Order of the Town Board
Town of Amherst, New York

Lawrence K. Graner
Director of Contract Compliance & Administration

October 10, 2018

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

Through this Bid, the Town of Amherst seeks to establish an Agreement for purchase of Heavy Duty Truck Replacement Parts at a discounted rate off list price.

Winning vendor must provide the Town of Amherst with a Manufacturers price list either in the form of a CD or printed upon notice of award. Effective dates of pricing must be noted.

Billing must reflect the correct list price and appropriate percentage discount.

No additional charges will be considered.

CONTRACT TERM:

The Town of Amherst is awarding a two-year term contract from the date of contract execution. This contract may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst.

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to lgraner@amherst.ny.us with a copy to khalton@amherst.ny.us. Please include Bid #2018040 Heavy Duty Truck Parts in the e-mail subject line. Replies will be issued by Addenda and emailed to all parties recorded as having received the proposal documents. Questions received within 5 days of the bid opening will not be responded to.

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM NO 2018040B

Town of Amherst

Contract Compliance & Administration Department
BID SPECIFICATIONS

ITEM NO	CATALOG NO/DESCRIPTION	Price List Type provided See below**	% Discount off List Price identified
	Price Per NYS Contract **if Applicable**		
	NYS Contract #_____		
A	**BRAKE PARTS**		
1	Meritor – Brake and related parts	MAN	61
1a	Meritor reline cast shoes **with R403 lining only**	MAN	61
2	Haldex – Brake and related parts	MAN	51
2a	All other stamped steel reline shoes with **ABEX 685 lining by Federal Mogul**		
3	WABCO – Brake and related parts	MAN	61
4	Euclid – Brake and related parts	MAN	56
5	Webb - Brake and related parts	MAN	52.5
5a	Drums, Rotors and Hubs	MAN	52.5
6	Gunite/Accuride - Drums, rotors and hubs, slack adjusters	MAN	53.19
6a	OTR-Replacement Parts – Private Label –		
6b	Federal Mogul-Replacement Parts	MAN	50
7	Federal Mogul –BCA-National - Bearings and wheel seals	MAN	50
8	Redneck - Brake and related parts	MAN	50
9	Dexter - Brake and related parts	MAN	50
10	Stemco - Wheel Ends and Seals	MAN	45
11	Bendix Formula Blue - Hydraulic Brake and related parts		
12	Sealco - Brake, valves and related parts	MAN	50
13	MGM - Brake, chambers and related parts		
14	Centric - Brake, and related parts		
B	**BRAKE AIR VALVES AND DRYERS**	MAN	61
1	Wabco - Valves, dryers and related parts	↓	↓
2	Haldex - Valves, dryers and related parts	MAN	51
3	Bendix - Valves, dryers and related parts	MAN	46
C	**Cables**		
1	Cablecraft - Push-pull and control cables		
D	**Clutches**		
1	Eaton - Clutches and related parts	MAN	41
2	Meritor - Clutches and related parts		
3	Clutch rebuilding Labor per hour $ 65.00		
4	Clutch rebuilding parts discount off list 41 %		
E	**ENGINE STARTING AIDS**		
1	Phillips zero start - Block heaters	MAN	40
2	Kat's - Block heaters		
F	**EXHAUST**		
1	Nelson - Mufflers and related parts		
2	Flexatube - Exhaust related parts		
3	Donaldson – Integrated Filtration Parts		

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM NO 2018040B

G	**FAN CLUTCHES, STARTERS AND ALTERNATORS**		
1	Kysor - Fan clutches and related parts		
2	DELCO/REMY Components	MAN	58
3	Horton - Fan clutches and related parts		
4	Leece- Neville Components		
H	**FRONT END PARTS**		
1	Meritor - Front end components	MAN	61
2	Euclid - Front end components	MAN	56
3	Superwinch - Lockout hubs		
I	**LIGHTING AND MIRRORS**		
1	Grote - Lighting	MAN	50
2	Velvac - Mirrors		
3	Truck Lite - Lighting	MAN	57
4	Retrac - Mirrors	MAN	36
J	**PINTLE HOOKS AND RELATED**		
1	Buyers - Buyers products	MAN	40
2	Holland - Couplers	MAN	40
K	**PUMPS AND POWER TAKE OFFS**		
1	Chelsea – Pumps, PTO's and related products		
2	Munice – Pumps, PTO's and related products	MAN	40
3	Commercial – Hydraulic Pumps and related parts		
4	Vickers – Pumps and related parts		
5	Gresen Pumps and related parts		
6	Gates – Hydraulic hose and fittings		
L	**SUSPENSION**		
1	Meritor - Suspension components	MAN	61
2	Euclid - Suspension components	MAN	56
M	**UNIVERSAL JOINTS**		
1	Meritor - Universal joints	MAN	63
2	Spicer - Universal joints	MAN	63
3	Neapco - Universal joints	MAN	63
4	Bondioli Agricultural - Shafts		
5	Weasler Agricultural - Shafts		
6	Labor Rate per Hour for rebuilding drive shafts $ 50.00		
N	**WHEELS**		
1	Accuride - Wheels and related	MAN	57
2	Motor Wheel - Wheels and related		
O	**DRIVE LINE AND DRIVE SHAFT COMPONENTS**		
1	Allison Components		
2	Arvin - Meritor Components	MAN	63
3	Borg – Warner Components		
4	Clark Components		
5	Dana – Spicer Components	MAN	63
6	Fuller – Eaton Components		
7	Marmon Components		
8	Meritor Components		
9	New Process/New Venture Components	MAN	63
10	OTR Components		
11	Pro Gear Components		
12	Rockwell Components		
13	Weller Components		
14	Z F Transmission and Components		
	No Additional Charges Will Be Allowed		

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM NO 2018040B

**Type of Pricing to be Provided column:

Please define which proof of pricing will be provided in by entering the following in the above column:
Enter M for Manufacturer List, Enter D for Distributor List or O for Other (please identify).

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: Khalton@amherst.ny.us

NAME OF BIDDER: FREY HEAVY DUTY

Attachment: FREY EXT (RES-2021-318 : Contract Extension-Frey the Wheelman Company-CRS#2523)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23068 **RESOLUTION 2021-319** **ADOPTED**

Contract Extension - Ferguson Electric Construction Company CRS #2528

WHEREAS, Bid # 2019006 Highway Department Emergency Signal Repair allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-369; and

NOW, THEREFORE, BE IT RESOLVED, the contract extension term will be dated from approval date through April 10, 2023: and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Ferguson Electric Construction Company, 321 Ellicott Street, Buffalo, NY 14203, subject to the contract routing system and the approval of the Town Attorney.

4/5/2021
Consent

FINANCIAL IMPACT:

Account A3310 : 4430

Amount TBD

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

4-10-2021

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

Jeffery C Zeplowitz
Deputy Town Clerk

Meeting: 03/18/19 07:00 PM
Department: Contract Compliance
Initiated by: **Lawrence Graner**
Co-Sponsored by:

DOC ID: 20115 A

RESOLUTION 2019-369

ADOPTED

Award Bid #2019006 Emergency Signal Repair CRS #1278

WHEREAS, the Contract Compliance & Administration Department received proposals on February 28, 2019 for Bid #2019006 Emergency Signal Repair; and

WHEREAS, the bid process resulted in a response from two (2) vendors, as identified on the attached bid analysis.

THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance & Administration Department to award Bid #2019006 for Emergency Signal Repair to Ferguson Electric Construction Co., Inc.; and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign the contract with Ferguson Electric Construction Co., Inc. pending successful completion of the contract routing system.

3/18/2019
Consent

FINANCIAL IMPACT:

Account A3310: 4430

Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Spoth, Bucki, Berger, Lavin

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

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:

Ferguson Electric Construction Co., Inc.
Print Name of Company

By: _____
Signature

Kevin T. Roland, PE, President, Service
Printed name

Date: 03/25/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New Yo provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility unde Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will 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 seel to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must cer at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohib entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informat that a person is in violation of the above-referenced certification, the Town will offer the person opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in investment which is in violation of the Act within 90 days after the determination of such violation, t the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seek 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 en that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursu responsibility review with respect to any entity that is awarded a Contract/Lease and appears on prohibited entities list after Contract/Lease award.

Company Name: Ferguson Electric Construction Co., Inc.

Signature: [signature]

Print Name: KEVIN T. ROLAND

Title: Kevin T. Roland, PE, President, Service

Date: 03/25/2021

Sworn To Before Me This

25th Day of March, 2021

[signature]

Notary Public

BRIDGET WILLADSEN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WI6340684
Qualified in Erie County
My Commission Expires 04-25-2024

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

FERGELE-01

12.M.4.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POL BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR 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 endo If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A stateme this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walsh Duffield Companies, Inc. 801 Main St. Buffalo, NY 14203	CONTACT NAME: Yvonne E. Graser PHONE (A/C, No, Ext): (716) 362-7333 FAX (A/C, No): (716) 847-13 E-MAIL ADDRESS: ygraser@walshduffield.com
INSURED Ferguson Electric Construction Co Inc. 333 Ellicott Street Buffalo, NY 14203	INSURER(S) AFFORDING COVERAGE — NA INSURER A : Travelers Indemnity Company — 25658 INSURER B : Phoenix Ins. Co. — 25623 INSURER C : Old Republic Insurance Co. — 24147 INSURER D : AXA Equitable Life — 62944 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		DT1NCO2J441682IND	4/1/2021	4/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,0 $ 3 $ $ 2,0 $ 4,0 $ 4,0
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			8108M9582492126G	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,0 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP1N8314222126	4/1/2021	4/1/2022	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,0 $ $ 5,0
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		MWC30710921	4/1/2021	4/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,0 $ 1,0 $ 1,0
D	NY Disability			GS-888470-315 1096	1/1/2021	12/31/2021	Statutory	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job FEC #66304

The Town of Amherst is additional Insured(s) on a primary and non-contributory basis with respect to work performed if required by signed written cont PER BLANKET ADDITIONAL INSURED FORM BELOW, to the extent provided therein. A Waiver of Subrogation applies in favor of the Certificate Holder required by signed written contract.

PER FORM:
General Liability:
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEF THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Edward F. Walsh Jr.

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Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAG

1a. Legal Name & Address of Insured (use street address only) **Ferguson Electric Construction Co Inc** **333 Ellicott Street** **Buffalo, NY 14203** Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured **(716) 852-2010** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0430730
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Town of Amherst; Building Department** **5583 Main Street** **Williamsville, NY 14221** **RE: Electrican License**	3a. Name of Insurance Carrier **Old Republic Insurance Co.** 3b. Policy Number of Entity Listed in Box "1a" **MWC30710921** 3c. Policy effective period 4/1/2021 to 4/1/2022 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation unde the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the e listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F Walsh Jr. 3/11/2021
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-3820

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized issue it.

C-105.2 (9-15)

www.wcb.ny.gov

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

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) **Ferguson Electric Construction Co. Inc.** **333 Ellicott Street** **Buffalo, New York 14203** Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured **(716) 852-2010** 1c. Federal Employer Identification Number of Insured or Social Security Number **16-0430730**
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Town of Amherst; Building Department** **5583 Main Street** **Williamsville, New York 14221**	3a. Name of Insurance Carrier **Equitable Financial Life Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" **002035** 3c. Policy effective period **01/01/2021** to **12/31/2021**

4. Policy provides the following benefits:
   - [X] A. Both disability and paid family leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid family leave benefits only.
5. Policy covers:
   - [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

03/19/2021 — John Sugar

Date Signed — By (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (800) 999-3309 Name and Title John Sugar, Chief Operating Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

DB-120.1 (10-17)

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME Ferguson Electric Construction Co., Inc.

ADDRESS OF PRINCIPAL OFFICE:

STREET 333 Ellicott Street

CITY Buffalo STATE NY

ZIP 14203 AREA CODE 716 PHONE 852-2010

Check one: CORPORATION X PARTNERSHIP ____ INDIVIDUAL ____

FEDERAL ID NUMBER: 16-0430730

E-MAIL ADDRESS: aveanes@fergusonelectric.com

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

If foreign corporation, state if authorized to do business in the State of New York: N/A

YES ____ NO ____

TRADE NAMES: ____

ADDRESS OF LOCAL OFFICE:

STREET 333 Ellicott Street

CITY Buffalo STATE NY

ZIP 14203 AREA CODE 716 PHONE 852-2010

NAMES AND ADDRESSES OF PARTNERS:

Angelo A. Veanes, President	333 Ellicott Street, Buffalo NY 14203
Kevin M. Mislin, Vice President	333 Ellicott Street, Buffalo NY 14203
James D. Schneider, P.E., Vice President	333 Ellicott Street, Buffalo NY 14203
Jeffrey H. Lattimer, CFO	333 Ellicott Street, Buffalo NY 14203

(Rev. 7/2017)

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

CONTRACT

This agreement is hereby acknowledged and performance of this Contract will be undertaken in accordance with the specifications and pricing on which the below mentioned bid dated February 28, 2019 was submitted. I hereby state that I have authority to execute this document on behalf of Ferguson Electric Construction Co., Inc.

Name of Bid: **Emergency Signal Repair**
Vendor Name: **Ferguson Electric Construction Co., Inc.**
333 Ellicott Street
Buffalo, New York 14203

Town Board Approval: March 18, 2019
Town Board Resolution #: 2019-369

Authority for execution on behalf of the Town of Amherst: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on March 18, 2019, 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 of Amherst. 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 the Town of Amherst.

Agreed to and Accepted by:

Ferguson Electric Construction Co., Inc.

By: _____
Signature

Angelo A. Veanes
Printed name

President
Title

Date: 4/2/19

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa,
Supervisor

Date: 4/10/19

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

= Low Bidder

Bid #2019006 Emergency Signal Repair

			Vendor Name:	Ferguson Electric		CATCO	
Item #	Quantity	U/M		Unit Price	Total	Unit Price	Total
			HOURLY LABOR RATES AND TRUCK RATES – PER HOUR				
1	1	Hour	Foreman Rate per hour	$120.00	$120.00	$116.63	$116.63
2	1	Hour	Lineman/Electrician Rate per ho	$110.00	$110.00	$107.86	$107.86
3	1	Hour	Laborer Rate per hour	$95.00	$95.00	$82.96	$82.96
4	1	Hour	Platform Truck Rate per hour	N/A	N/A	$120.00	$120.00
5	1	Hour	Bucket Truck (if needed to replace Platform) Rate per hour	$45.00	$45.00	$138.87	$138.87
			BID RATES FOR INDIVIDUAL EMERGENCY CALL-OUT				
6	4	Hour	Lineman/Electrician Rate per ho	$180.00	$720.00	$160.00	$640.00
7	4	Hour	Laborer Rate per hour	$140.00	$560.00	$125.00	$500.00
8	4	Hour	Platform Truck Rate per hour	$45.00	$180.00	$160.00	$640.00
9			Total Bid for individual (4) Hours Lines 6 through 8		$1,460.00	$445.00	$1,780.00
10			**PARTS & MATERIAL RATE – MATERIALS / PARTS COST PLUS RATE**		15%		20%

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

INVITATION TO BID # 2019006

Emergency Signal Repair

Bids, as stated below, will be received and publicly opened by the Contract Compliance & Administration Department in accordance with the attached specifications. FAX / electronically submitted bids will not be accepted.

Bid Instructions:

- **Four (4) copies of the proposal are required.**
- **All four (4) bid packets may be placed in one sealed envelope.**
- **In each of the four (4) bid packets being submitted, EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**
- **If you are submitting bids for more than one job, please put in separate envelopes, marked with the Bid number.**

Please submit to:

Town of Amherst
Contract Compliance & Administration – 2nd Floor
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 2019006

OPENING DATE February 28, 2019 TIME: 12:00 PM

FOR: Emergency Signal Repair

NAME OF BIDDER: Ferguson Electric Construction Co., Inc.

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope. Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X	EXHIBIT "A"	- Assignment of Public Contracts
N/A	EXHIBIT "D"	- Bid Bond (Formal Bid) **5%**
X	EXHIBIT "F"	- Agreement Addendum
X	EXHIBIT "G"	- Non-Collusive Bidding Certification
X	EXHIBIT "I"	- Certification of Compliance with the Iran Divestment Act
X	EXHIBIT "W"	- Prevailing Wage Schedule

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

NOTICE TO BIDDERS

Town of Amherst
Contract Compliance & Administration Department

Bid #2019006
Emergency Signal Repair

Sealed proposals for the above mentioned project in the Town of Amherst, NY will be received by the Contract Compliance & Administration Office in the Municipal Building, Williamsville, NY 14221 on or before 12:00 PM local time on February 28, 2019.

Specifications may be obtained via e-mail to khalton@amherst.ny.us or examined at the Contract Compliance & Administration Office of the Town of Amherst between the hours of 8:00 AM and 4:00 PM through the opening date, excluding Saturdays, Sundays and Holidays.

By Order of the Town Board
Town of Amherst, New York

Lawrence K. Graner
Director of Contract Compliance & Administration

February 13, 2019

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

Town of Amherst

Contract Compliance & Administration Department

BID SPECIFICATIONS

ITEM NO	QTY	U/M	CATALOG NO/DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Price Per NYS Contract **if Applicable**		
			NYS Contract #_____		
			HOURLY LABOR RATES AND TRUCK RATES – PER HOUR		
1	1	Hour	Foreman Rate per hour	$120.00	$120.00
2	1	Hour	Lineman/Electrician Rate per hour	$110.00	$110.00
3	1	Hour	Laborer Rate per hour	$95.00	$95.00
4	1	Hour	Platform Truck Rate per hour	N/A	N/A
5	1	Hour	Bucket Truck (if needed to replace Platform) Rate per hour	$45.00	$45.00
			BID RATES FOR INDIVIDUAL EMERGENCY CALL-OUT		
6	4	HOURS	Lineman/Electrician Rate per hour	$180.00	$720.00
7	4	HOURS	Laborer Rate per hour	$140.00	$560.00
8	4	HOURS	Platform Truck Rate per hour	$45.00	$180.00
9			Total Bid for individual Emergency Call-Out Based on Four (4) Hours Lines 6 through 8		$1,460.00
10			**PARTS & MATERIAL RATE – MATERIALS / PARTS COST PLUS RATE**		
			All parts and materials to be billed at suppliers invoice plus this mark-up of : This will be charged to the Town of Amherst as follows: **VENDOR COST*PLUS MARKUP PERCENTAGE.**	15%	
			***To verify cost vendor will need to send a copy of the original purchase receipt at time of invoicing.**		
			TOTAL NET BID DELIVERED INSIDE		
			No Additional Charges Will Be Allowed		

NAME OF BIDDER: Ferguson Electric Construction Co., Inc.

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

EMERGENCY SIGNAL CALL – OUT BID SPECIFICATIONS

1. Contractors must have insurance and provide Certificate of Insurance with proper coverage, limits and language as per the Town of Amherst requirements (Contractor sample attached).

2. Contractor must provide an hourly labor rate list including Foreman, Lineman and Laborers as set forth per the NYS Prevailing Wages. Certified payroll will be required for payment.

3. Contractor must provide rates for straight time, overtime, Sundays and Holidays. Contractor must provide rates for truck needed to complete the job: platform or bucket.

4. Contractor must be available 24/7 during the contract period and supply their own vehicles, tools, work zones, safety equipment, etc.

5. We are requesting at least two (2) employees with one being a licensed lineman/electrician for each individual incident.

6. Contractor will supply all new parts and materials, if not available from the Town of Amherst to complete the job. Contractor will provide itemized invoice listing parts to be reimbursed. Old parts/materials will be returned to the Highway Signal Department. Parts will be billed at Suppliers invoice plus markup %. To verify price, vendor must supply copy of original purchase receipt at the time of invoicing.

7. Software must be "Voyage" software to comply with the Town of Amherst Controllers.

8. Contractor must supply documentation of work completed and supplies used on each incident including timeline.

9. Contractor must at completion of repair, notify the Highway Department that the signal is repaired and working properly.

10. Emergency call-in procedure: we are requesting a time table from call-in" time to a two (2) hour response on location. Work shall be completed in a timely fashion. The contractor will be paid no less than a minimum of (4) hours per incident.

11. All Contractor employees must have proper training and comply with all NYSDOT and MUTCD safety rules and regulations. BID CONTRACT WILL BE GOOD FOR TWO (2) YEARS FROM THE TIME OF AWARD!

12. The bid will be determined by the rates for labor and truck rates per "individual emergency incident".

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

CONTRACT TERM:

The Town of Amherst is awarding a two-year term contract from the date of contract execution. This contract may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst.

BID RESULTS

Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: Khalton@amherst.ny.us

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to lgraner@amherst.ny.us with a copy to khalton@amherst.ny.us. Please include Bid #2019006 Emergency Signal Repair in the e-mail subject line. Replies will be issued by Addenda and emailed to all parties recorded as having received the proposal documents. Questions received within 5 days of the bid opening will not be responded to.

Attachment: FERGUSON (RES-2021-319 : Contract Extension - Ferguson Electric Construction Company CRS# 2528)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23079 **RESOLUTION 2021-320** **ADOPTED**

Contract Extension - Fleet Pride Company - CRS #2533

WHEREAS, Bid # 2018040 Highway Department Heavy Duty Truck Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions; and

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2019-367; and

NOW, THEREFORE, BE IT RESOLVED, the contract extension term will be dated from approval date through April 1, 2023; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Fleet Pride Company, 1696 Walden Avenue, Cheektowaga, NY 14225, subject to the contract routing system and the approval of the Town Attorney.

4/5/2021
Consent

FINANCIAL IMPACT:

Town Wide

Various

TBD

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

AGREEMENT

Let this document stand as an Agreement extension between FLEET PRIDE COMPANY and the Town of Amherst permitting the Town of Amherst to participate in the purchase of heavy duty truck parts.

Fleet Pride, 1696 Walden Avenue, Cheektowaga, NY 14225
BID # 2018040
from 4/1/2019 through 4/1/2021 AND EXTENDED TO 4/1/2023.

for heavy duty truck parts and services per Town of Amherst BID # 2018040 tab.

Agreed to and Accepted by:

Fleet Pride Company

By: _____
Signature

John Miller
Print Name

BM
Title

Date: 3-30-21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

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:

Fleet Pride
Print Name of Company

By: _____
Signature

John Miller
Printed name

Date: 3-30-21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under th Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Thi list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will no utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Fleet Pride

Signature:

Print Name: Town Miller

Title: B.M

Date: 3-30-21

ETHAN DUFFY
Notary Public - State of New York
No. 01DU6396903
Qualified in Erie County
My Commission Expires Aug. 26, 2023

Sworn To Before Me This
30 Day of March, 2021

Notary Public

Revised 4.2017

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/30/2020

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Fastlane Holding Company, Inc Fleetpride, Inc. FPC Holdings, Inc. Fleet Pride Corporation 600 E. Las Colinas Blvd. Suite 400 Irving TX 75039 USA	INSURER A: Zurich American Ins Co	16535
	INSURER B: American Zurich Ins Co	40142
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570081582123 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL0651088322	04/01/2020	04/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $500,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 6510882-22	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WC651088122	04/01/2020	04/01/2021	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221 USA

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

Aon Risk Services Central, Inc.

Holder Identifier :

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
FleetPride, Inc. 1696 Walden Avenue Cheektowaga NY 14225 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	469-249-7676 1c. NYS Unemployment Insurance Employer Registration Number of Insured 05-558208 1d. Federal Employer Identification Number of Insured or Social Security Number 46-1362791
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville NY 14221	3a. Name of Insurance Carrier American Zurich Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 651088122 3c. Policy effective period 04/01/2020 to 04/01/2021 3d. The Proprietor, Partners or Executive Officers are ■ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3 on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancell due to nonpayment of premiums or within 30 days IF there are reasons other than the nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this certificate. (These notices may be sent by regular mail) Otherwise, this Certific is valid for one year after this form is approved by the insurance carrier or the licensed agent, or until the policy expiration date listed in b "3c", whichever is earlier.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Tracy Williams
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Tracy Williams 4/30/2020
(Signature) (Date)

Title: Strategic Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 312-381-1893

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NO authorized to issue it.

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME FLEET PRIDE

ADDRESS OF PRINCIPAL OFFICE:

STREET 600 LAS COLINAS BLVD EAST

CITY IRVING STATE TX

ZIP 75039 AREA CODE 469 PHONE 249-7500

Check one: CORPORATION X PARTNERSHIP ____ INDIVIDUAL ____

FEDERAL ID NUMBER: 63-0681070

E-MAIL ADDRESS: JOHN.MILLER@FLEETPRIDE.COM

INCORPORATED UNDER THE LAWS OF THE STATE OF TEXAS

If foreign corporation, state if authorized to do business in the State of New York:

YES ____ NO ____

TRADE NAMES: FLEET PRIDE

ADDRESS OF LOCAL OFFICE:

STREET 1696 Walden Ave

CITY Cheektowaga STATE NY

ZIP 14225 AREA CODE 716 PHONE 895-1111

NAMES AND ADDRESSES OF PARTNERS:

(Rev. 7/2017)

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

CONTRACT

This agreement is hereby acknowledged and performance of this Contract will be undertaken in accordance with the specifications and pricing on which the below mentioned bid dated November 1, 2018 was submitted. I hereby state that I have authority to execute this document on behalf of Fleet Pride.

Name of Bid: **Heavy Duty Truck Parts**
Vendor Name: **Fleet Pride**
1696 Walden Avenue
Cheektowaga, New York 14225

Town Board Approval: March 18, 2019
Town Board Resolution #: 2019-367

Authority for execution on behalf of the Town of Amherst: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on March 18, 2019, 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 of Amherst. 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 the Town of Amherst.

Agreed to and Accepted by:

Fleet Pride

By: John Miller
Signature

John Miller
Printed name

Branch Manager
Title

Date: 3-20-19

Agreed to and Accepted by:

Town of Amherst

By:
Brian J. Kulpa,
Supervisor

Date: 3/22/19

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

ORIG

TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM NO 2018040B

ADDENDUM TO

INVITATION TO BID

Bid #2018040

Heavy Duty Truck Parts

Bids, as stated below, will be received and publicly opened by the Purchasing Department in accordance with the attached specification. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

Town of Amherst
Contract Compliance & Administration Department
Attention: Lawrence K. Graner
5583 Main Street
Williamsville, New York 14221

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 2018040

OPENING DATE: ~~October 25, 2018 at 12:45 pm~~ November 1, 2018 at 12:45 pm

FOR: Heavy Duty Truck Parts

NAME OF BIDDER: Fleet Pride

The following pages, exhibits and/or attachments are attached to and made a part of the original Bid specifications, and part of any agreement entered into pursuant to this Bid.

Lawrence K. Graner
Director of Contract Compliance & Administration

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

TOWN OF AMHERST
AMHERST, NEW YORK

ADDENDUM NO 2018040B

The opening date for this bid has been changed to November 1, 2018 at 12:45 pm.

In reference to the wording at the bottom of the price sheet on page 5:

**Type of Pricing to be Provided column:

Please define which proof of pricing will be provided in by entering the following in the above column: Enter M for Manufacturer List, Enter D for Distributor List or O for Other (please identify).

For O (Other), Cost Plus is acceptable if one of the other pricing options is not available.

Example - Vendor Cost (+) plus a markup of _____ (%) Percent.

- Vendor cost is what the awarded vendor actually paid.
- To verify vendor cost the TOA will need a copy of the awarded vendors original purchase receipt or system print-out at time of invoicing.
- Unless otherwise agreed all freight cost for delivery of requested parts and material shall be figured into this percentage markup.

All other terms, conditions and specifications remain unchanged.

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

Town of Amherst

Contract Compliance & Administration Department
BID SPECIFICATIONS

ITEM NO	CATALOG NO/DESCRIPTION	Price List Type provided See below**	% Discount off List Price identified
	Price Per NYS Contract **if Applicable**		
	NYS Contract #_____		
A	**BRAKE PARTS**		
1	Meritor – Brake and related parts	D	55
1a	Meritor reline cast shoes **with R403 lining only**	D	50
2	Haldex – Brake and related parts	D	45
2a	All other stamped steel reline shoes with **ABEX 685 lining by Federal Mogul**	D	40
3	WABCO – Brake and related parts	D	55
4	Euclid – Brake and related parts	D	50
5	Webb - Brake and related parts	D	50
5a	Drums, Rotors and Hubs	D	50
6	Gunite/Accuride - Drums, rotors and hubs, slack adjusters	D	50
6a	OTR-Replacement Parts	D	10
6b	Federal Mogul-Replacement Parts	D	40
7	Federal Mogul –BCA-National - Bearings and wheel seals	D	40
8	Redneck - Brake and related parts	D	30
9	Dexter - Brake and related parts	D	30
10	Stemco - Wheel Ends and Seals	D	40
11	Bendix Formula Blue - Hydraulic Brake and related parts	D	35
12	Sealco - Brake, valves and related parts	D	40
13	MGM - Brake, chambers and related parts	D	40
14	Centric - Brake, and related parts	D	45
B	**BRAKE AIR VALVES AND DRYERS**		
1	Wabco - Valves, dryers and related parts	D	55
2	Haldex - Valves, dryers and related parts	D	45
3	Bendix - Valves, dryers and related parts	D	40
C	**Cables**		
1	Cablecraft - Push-pull and control cables	D	35
D	**Clutches**		
1	Eaton - Clutches and related parts	D	40
2	Meritor - Clutches and related parts	D	55
3	Clutch rebuilding Labor per hour $_____		
4	Clutch rebuilding parts discount off list _____%		
E	**ENGINE STARTING AIDS**		
1	Phillips zero start - Block heaters	D	30
2	Kat's - Block heaters	D	30
F	**EXHAUST**		
1	Nelson - Mufflers and related parts	D	30
2	Flexatube - Exhaust related parts	D	30
3	Donaldson – Integrated Filtration Parts	D	30

FLEETPRIDE
1696 WALDEN AVE
CHEEKTOWAGA, NY 14225

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

G	**FAN CLUTCHES, STARTERS AND ALTERNATORS**		
1	Kysor - Fan clutches and related parts	D	51
2	DELCO/REMY Components	D	56
3	Horton - Fan clutches and related parts	D	36
4	Leece- Neville Components	D	60
H	**FRONT END PARTS**		
1	Meritor - Front end components	D	55
2	Euclid - Front end components	D	50
3	Superwinch - Lockout hubs	D	25
I	**LIGHTING AND MIRRORS**		
1	Grote - Lighting	D	35
2	Velvac - Mirrors	D	40
3	Truck Lite - Lighting	D	50
4	Retrac - Mirrors	D	30
J	**PINTLE HOOKS AND RELATED**		
1	Buyers - Buyers products	D	30
2	Holland - Couplers	D	30
K	**PUMPS AND POWER TAKE OFFS**		
1	Chelsea – Pumps, PTO's and related products	D	56
2	Munice – Pumps, PTO's and related products	D	30
3	Commercial – Hydraulic Pumps and related parts	D	30
4	Vickers – Pumps and related parts	D	40
5	Gresen Pumps and related parts	D	40
6	Gates – Hydraulic hose and fittings	D	45
L	**SUSPENSION**		
1	Meritor - Suspension components	D	55
2	Euclid - Suspension components	D	50
M	**UNIVERSAL JOINTS**		
1	Meritor - Universal joints	D	55
2	Spicer - Universal joints	D	50
3	Neapco - Universal joints	D	50
4	Bondioli Agricultural - Shafts	D	30
5	Weasler Agricultural - Shafts	D	20
6	Labor Rate per Hour for rebuilding drive shafts $ 74.00		
N	**WHEELS**		
1	Accuride - Wheels and related	D	45
2	Motor Wheel - Wheels and related		

FLEETPRIDE
1696 WALDEN AVE
CHEEKTOWAGA, NY 14225

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

O	DRIVE LINE AND DRIVE SHAFT COMPONENTS		
1	Allison Components	D	50
2	Arvin - Meritor Components	D	55
3	Borg – Warner Components	D	50
4	Clark Components	D	50
5	Dana – Spicer Components	D	50
6	Fuller – Eaton Components	D	26
7	Marmon Components	D	50
8	Meritor Components	D	55
9	New Process/New Venture Components	D	50
10	OTR Components	D	10
11	Pro Gear Components	D	50
12	Rockwell Components	D	50
13	Weller Components	D	50
14	Z F Transmission and Components	D	50
	No Additional Charges Will Be Allowed		

**Type of Pricing to be Provided column:

Please define which proof of pricing will be provided in by entering the following in the above column: Enter M for Manufacturer List, Enter D for Distributor List or O for Other (please identify).

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to: Khalton@amherst.ny.us

FLEETPRIDE
1696 WALDEN AVE
CHEEKTOWAGA, NY 14225

NAME OF BIDDER:_____

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

Through this Bid, the Town of Amherst seeks to establish an Agreement for purchase of Heavy Duty Truck Replacement Parts at a discounted rate off list price.

Winning vendor must provide the Town of Amherst with a Manufacturers price list either in the form of a CD or printed upon notice of award. Effective dates of pricing must be noted.

Billing must reflect the correct list price and appropriate percentage discount.

No additional charges will be considered.

CONTRACT TERM:

The Town of Amherst is awarding a two-year term contract from the date of contract execution. This contract may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst.

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to lgraner@amherst.ny.us with a copy to khalton@amherst.ny.us. Please include Bid #2018040 Heavy Duty Truck Parts in the e-mail subject line. Replies will be issued by Addenda and emailed to all parties recorded as having received the proposal documents. Questions received within 5 days of the bid opening will not be responded to.

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

4-1-2019

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

Jeffery C Zeplowitz
Deputy Town Clerk

Meeting: 03/18/19 07:00 PM
Department: Contract Compliance
Initiated by: **Lawrence Graner**
Co-Sponsored by:

DOC ID: 20105 **RESOLUTION 2019-367** **ADOPTED**

Award Bid #2018040 Heavy Duty Truck Parts CRS #1269 and #1270

FREY

FLEET

WHEREAS, the Contract Compliance and Administration Department received bids on November 1, 2018 for Bid #2018040 - Heavy Duty Truck Parts; and

WHEREAS, the bid process resulted in responses from seven (7) vendors, as per the attached bid tabulation form.

THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid as follows: Fleet Pride, 1696 Walden Ave, Cheektowaga, NY 14225, Items: Section A: 1, 1a, 2, 2a, 3-5, 5a, 6, 6a, 6b, 7-14; Section B: 1-3; Section C: 1, Section D: 1-2, Section E: 1-2, Section F: 1-3, Section G: 1-4, Section H: 1-3; Section I: 1-4, Section J: 1-2, Section K: 1-6, Section L: 1-2, Section M: 1-5, Section N: 1 and Section O: 1-14. To Frey the Wheelman, DBA Frey Heavy Duty, 805 Rein Road, Cheektowaga, NY 14225, Section A: Items 1, 1a, 2, 3-5, 5a, 6, 6b, 7-10, 12; Section B: Items 1-3; Section D: Items D1, 3-4; Section E: Item 1; Section G: Item 2; Section H: Items 1-2; Section I: Items 1, 3-4; Section J: Items 1-2; Section K: Item 2; Section L: Items 1-2; Section M: Items 1-3, 6; Section N: Item 1; Section O: Items 2, 5 & 9; and

BE IT FURTHER RESOLVED, departments must obtain quotes from both vendors for any item sections that were dual awarded and purchase using the lowest cost quote; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Fleet Pride and Frey the Wheelman, DBA Frey Heavy Duty.

3/18/2019
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Spoth, Bucki, Berger, Lavin

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

Bid #2018040 Heavy Duty Truck Parts

Resolution 2019-367

Item #	Vendor Name:	Buffalo Truck Center		Fleet Maintenance		D & W Diesel		Tracey Road Equip.		Fleet Pride		Frey the Wheelman		Kenworth	
		Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price
A	BRAKE PARTS														
1	Meritor – Brake and related parts	O	List- 30%	M	List -20%			M	10%	D	55%	M	61%		
1a	Meritor reline cast shoes with R403 lining only		NO BID	M	List -20%			M	10%	D	50%	M	61%	M	-10%
2	Haldex – Brake and related parts	O	List - 35%	M	List -20%					D	45%	M	51%	M	-10%
2a	All other stamped steel reline shoes with ABEX 685 lining by Federal Mogul		NO BID							D	40%				
3	WABCO – Brake and related parts		NO BID					M	10%	D	55%	M	61%	M	-10%
4	Euclid – Brake and related parts		NO BID					M	10%	D	50%	M	56%		
5	*Webb - Brake and related parts*	O	List - 25%	M	List -20%			M	10%	D	50%	M	52.5%		
5a	Drums, Rotors and Hubs	O	List - 25%					M	10%	D	50%	M	52.5%		
6	Gunite/Accuride - Drums, rotors and hubs, slack adjusters	O	List - 40%	M	List -20%			M	10%	D	50%	M	53.19%		
6a	OTR-Replacement Parts		NO BID							D	10%		See Notes		
6b	Federal Mogul-Replacement Parts		NO BID	M	List -20%					D	40%	M	50%		
7	Federal Mogul –BCA-National - Bearings and wheel seals		NO BID							D	40%	M	50%		
8	Redneck - Brake and related parts		NO BID							D	30%	M	50%		
9	Dexter - Brake and related parts		NO BID							D	30%	M	50%		
10	Stemco - Wheel Ends and Seals	O	List - 30%	M	List -20%			M	10%	D	40%	M	45%	M	-10%
11	Bendix Formula Blue - Hydraulic Brake and related parts		NO BID	M	List -20%			M	10%	D	35%				
12	Sealco - Brake, valves and related parts		NO BID					M	10%	D	40%	M	50%		
13	MGM - Brake, chambers and related parts	O	List - 25%	M	List -20%			M	10%	D	40%			M	-10%
14	Centric - Brake, and related parts		Left Blank					M	10%	D	45%				
B	BRAKE AIR VALVES AND DRYERS														
1	Wabco - Valves, dryers and related parts		NO BID	M	List -20%			M	10%	D	55%	M	61%	M	-10%
2	Haldex - Valves, dryers and related parts	O	List - 35%	M	List -20%			M	10%	D	45%	M	51%	M	-10%
3	Bendix - Valves, dryers and related parts	O	List - 35%	M	List -20%			M	10%	D	40%	M	46%	M	-10%
C	Cables														
1	Cablecraft - Push-pull and control cables		NO BID							D	35%				

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

Bid #2018040 Heavy Duty Truck Parts

Item #	Vendor Name:	Buffalo Truck Center		Fleet Maintenance		D & W Diesel		Tracey Road Equip.		Fleet Pride		Frey the Wheelman		Kenworth	
		Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price
D	**CLUTCHES**														
1	Eaton - Clutches and related parts	O	List - 25%					M	10%	D	40%	M	41%	M	-10%
2	Meritor - Clutches and related parts	O	List - 30%	M	List -20%			M	10%	D	55%				
3	Clutch rebuilding Labor per hour $_____		NO BID					N/A	N/A				$65.00		
4	Clutch rebuilding parts discount off list _____%		NO BID					N/A	N/A				41%		
E	**ENGINE STARTING AIDS**														
1	Phillips zero start - Block heaters	O	List - 35%	M	List -20%			M	15%	D	30%	M	40%	M	-10%
2	Kat's - Block heaters		NO BID							D	30%				
F	**EXHAUST**														
1	Nelson - Mufflers and related parts		NO BID	M	List -20%					D	30%			M	-10%
2	Flexatube - Exhaust related parts		NO BID							D	30%				
3	Donaldson – Integrated Filtration Parts	O	List - 30%	M	List -20%			M	15%	D	30%				
G	**FAN CLUTCHES, STARTERS AND ALTERNATORS**														
1	Kysor - Fan clutches and related parts		NO BID	M	List -20%	M	50%	M	10%	D	51%				
2	DELCO/REMY Components	O	List - 20%	M	List -20%	M	VC + 25%	M	10%	D	56%	M	58%	M	-10%
3	Horton - Fan clutches and related parts		NO BID	M	List -20%	M	35%	M	10%	D	36%			M	-10%
4	~~Leece- Neville Components~~		NO BID	M	List -20%	M	56%	M	10%		60%				
H	**FRONT END PARTS**														
1	Meritor - Front end components	O	List - 30%	M	List -20%			M	10%	D	55%	M	61%	M	-10%
2	Euclid - Front end components		NO BID					M	10%	D	50%	M	56%		
3	Superwinch - Lockout hubs		NO BID							D	25%				
I	**LIGHTING AND MIRRORS**														
1	Grote - Lighting	O	List - 20%	M	List -20%			M	10%	D	35%	M	50%	M	-10%
2	Velvac - Mirrors	O	List - 10%	M	List -20%			M	10%	D	40%				
3	Truck Lite - Lighting	O	List - 40%	M	List -20%			M	10%	D	50%	M	57%	M	-10%
4	Retrac - Mirrors		NO BID					M	10%	D	30%	M	36%		
J	**RINGS, HOOKS AND RELATED**														
1	Buyers - Buyers products		NO BID							D	30%	M	40%		

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

Bid #2018040 Heavy Duty Truck Parts

	Vendor Name:	Buffalo Truck Center		Fleet Maintenance		D & W Diesel		Tracey Road Equip.		Fleet Pride		Frey the Wheelman		Kenworth	
Item #		Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price
2	Holland - Couplers	O	List - 10%	M	List -20%			M	10%	D	30%	M	40%		
K	PUMPS AND POWER TAKE OFFS														
1	Chelsea – Pumps, PTO's and related products	O	List - 25%			M	55%	M	5%	D	56%				
2	Munice – Pumps, PTO's and related products	O	List - 15%					M	5%	D	30%	M	40%		
3	Commercial – Hydraulic Pumps and related parts		NO BID			M	30%	M	5%	D	30%				
4	Vickers – Pumps and related parts		NO BID							D	40%				
5	Gresen Pumps and related parts		NO BID							D	40%				
6	Gates – Hydraulic hose and fittings		NO BID	M	List -20%			M	5%	D	45%				
L	SUSPENSION														
1	Meritor - Suspension components	O	List - 30%	M	List -20%			M	10%	D	55%	M	61%	M	-10%
2	Euclid - Suspension components		NO BID					M	10%	D	50%	M	56%		
M	UNIVERSAL JOINTS														
1	Meritor - Universal joints	O	List - 30%	M	List -20%			M	5%	D	55%	M	63%	M	-10%
2	Spicer - Universal joints	O	List - 25%	M	List -20%			M	5%	D	50%	M	63%	M	-10%
3	Neapco - Universal joints		NO BID					M	5%	D	50%	M	63%		
4	Bondioli Agricultural - Shafts		NO BID					M	5%	D	30%				
5	Weasler Agricultural - Shafts		NO BID					M	5%	D	20%				
6	*Labor Rate per Hour for rebuilding drive shafts* $_____		NO BID					N/A	N/A		$74.00		$50.00		
N	WHEELS														
1	Accuride - Wheels and related		NO BID	M	List -20%			M	15%	D	45%	M	57%		
2	Motor Wheel - Wheels and related		NO BID												
O	DRIVELINE AND DRIVE SHAFT COMPONENTS														
1	Allison Components		NO BID	M	List -20%					D	50%				
2	Arvin - Meritor Components	O	List - 30%					M	10%	D	55%	M	63%		
3	Borg – Warner Components	O	List - 20%	M	List -20%			M	10%	D	50%				
4	Clark Components		NO BID							D	50%				
5	Dana – Spicer Components	O	List - 25%	M	List -20%			M	Left Blank	D	50%	M	63%	M	-10%

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

Bid #2018040 Heavy Duty Truck Parts

	Vendor Name:	Buffalo Truck Center		Fleet Maintenance		D & W Diesel		Tracey Road Equip.		Fleet Pride		Frey the Wheelman		Kenworth	
Item #		Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price	Price List Type provided	% Discount off List Price
6	Fuller – Eaton Components	O	List - 30%	M	List -20%			M	10%	D	26%			M	-10%
7	Marmon Components		NO BID	M	List -20%					D	50%				
8	Meritor Components	O	List - 30%	M	List -20%			M	10%	D	55%				
9	New Process/New Venture Components		NO BID							D	50%	M	63%		
10	OTR Components		NO BID							D	10%				
11	Pro Gear Components		NO BID							D	50%				
12	Rockwell Components		NO BID	M	List -20%			M	10%	D	50%				
13	Weller Components		NO BID	M	List -20%			M	10%	D	50%			M	-10%
14	Z F Transmission and Components		NO BID							D	50%				

NOTES:
Buffalo Truck Center - O: Mack Trucks Inc. List Price Parts Book
Fleet Maintenance - M - Manufacturers List
Tracey Road Equipment - M - Manufacturers List
Fleet Pride - D - Distributor List
Frey the Wheelman - Manufacturers List Item A 6a OTR Parts - note "Private Label"
Kenworth - M - Manufacturers List

Bid will be awarded as identified above. For all dual awards, any department that utilizes this bid award, MUST obtain a quote from both vendors based upon the discounts in the bid and order from the lowest cost quote. Quote must show the discounts identified above. Quotes should be submitted with each invoice

Packet Pg. 653

12.M.5.a

Attachment: FLEET PRIDE EXT (RES-2021-320 : Contract Extension - Fleet Pride Company - CRS# 2533)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 22997 **RESOLUTION 2021-321** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective April 6, 2021, Temporary, $13.00 ph, Step 1 for Iris Izydorczak.

Due to reduced availability of current part-time staff and COVID-19 protocols.

4/5/2021
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23059 **RESOLUTION 2021-322** **ADOPTED**

Public Safety Dispatcher, 2 Positions, Police Department

Please appoint two (2) Public Safety Dispatchers to the Police Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective April 6, 2021 at an annual salary of $47,180, Grade 13, Step A for Stephen Wisniewski & James Schaab-Rozbicki.

These appointments fill budgeted vacancies from a resignation and retirement.

4/5/2021
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23061 **RESOLUTION 2021-323** **ADOPTED**

Vendor Name Change - Self Funding Inc. to CIC Group, Inc.

Whereas, the Town of Amherst entered into a contract with Self Funding Inc. on December 2, 2019 (Town Board Resolution #2019-1317) to provide Workers' Compensation consulting services and

Whereas, this contract does not expire until December 31, 2022 (CRS #1765) and

Whereas, CIC Group Inc. is now the parent corporation to Self Funding Inc., handling all billing and administrative issue for Self Funding Inc. and

Therefore Be It Resolved, that the Amherst Town Board authorizes the re-assignment of the current contract between the Town of Amherst and CIC Group, Inc. (CRS #2498), under the same terms and conditions.

4/5/2021
Consent

FINANCIAL IMPACT:

No Impact.

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

CIC GROUP

RECEIVED
MAR 17 2021
TOWN OF AMHERST
HUMAN RESOURCES

March 11, 2021

Pamela DeVillier
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Re: **Self Funding, Inc.**

Dear Ms. DeVillier:

As you are aware, the Town of Amherst entered into a contract with Self Funding, Inc. dated 12/2/19 that outlined the terms of services to be provided to the Town.

Recently, Self Funding, Inc. underwent some corporate re-organization. CIC Group, Inc. is now the parent corporation to Self Funding, Inc., with CIC Group handling all billing and administrative issues for Self Funding. The ownership and management of CIC Group is the same as it was under Self Funding. A copy of the stock transfer agreement outlining this re-organization is included for your reference.

CIC Group, Inc. looks forward to continuing to provide the services and abide by the terms & conditions of the Town's contract with Self Funding. CIC Group will gladly execute any amendments or addendums to the contract to facilitate and/or formalize the name change. Any required amendments and addendums will be executed by CIC Group's President (Gina Teresi) or Vice President (Timothy McMullen). I have also included an executed copy of the Iran Divestment Act Certification for your records.

Very truly yours,

Gina Teresi

Gina Teresi, President
CIC Group, Inc.

enc.

Attachment: SELF FUNDING INC. TO CIC GROUP,INC-03262021122824 (RES-2021-323 : Vendor Name Change - Self Funding Inc. to CIC Group,

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23069 **RESOLUTION 2021-324** **ADOPTED**

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 6, 2021 at an hourly rate of $16.68, Step A for Anthony Fiorella.

This is a vacant position.

4/5/2021
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23071 **RESOLUTION 2021-325** **ADOPTED**

Motor Equipment Operator/Engineering

Please appoint a Motor Equipment Operator to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 6, 2021 at an hourly rate of $20.18, Grade III, Step 1 for Michael Lowe, Jr.

This is a promotion for a current employee serving as a Maintenance Worker.

4/5/2021
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23075 **RESOLUTION 2021-326** **ADOPTED**

Recreation Attendant "A"

Please appoint a Recreation Attendant "A" to the Youth & Recreation Department, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 6, 2021 at an hourly rate of $16.68, Step A for Linda Jenkins.

Contingent upon completing all pre-employment requirements.

This is a vacancy due to an employee resigning.

4/5/2021
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 23067 **RESOLUTION 2021-327** **ADOPTED**

Request to Schedule a Public Hearing Z-2020-11, Snyder Mixed-Use Rezoning

Request to schedule a Public Hearing on May 3, 2021 on the proposed Snyder Mixed-Use Rezoning Request, Z-2020-11.

4/5/2021
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 23105 **RESOLUTION 2021-328** **ADOPTED**

Authorize the Supervisor to Sign an Agreement with Sutton Architecture, PLLC. to Provide Architectural Services for Construction of a New Single-Family Home 44 Sunset Ct, Amherst, NY 14228 CRS #2520

WHEREAS, the Town of Amherst Community Development Program is developing a new single-family home on 44 Sunset Court, Amherst NY 14228 as part of Amherst's HOME Acquisition/New Construction/Resale program; and,

WHEREAS, architectural services are needed for the design, construction bidding and oversight of the development of the new home; and,

WHEREAS, the Town has designated Sutton Architecture, PLLC to provide the required architectural services; and,

WHEREAS, the Amherst Community Development has budgeted HOME funds for this project; now therefore, be it

RESOLVED, that the Town Board of the Town of Amherst authorizes the Town Supervisor to execute the agreement attached hereto, pending successful completion of contract routing system, with Sutton Architecture, PLLC to provide architectural services for the development of a new single-family home at 44 Sunset Ct, Amherst, NY 14228.

4/5/2021
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves utilizing HOME funds and will have no impact on the Town Budget or tax rate.

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

Amherst

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

Brian J. Kulpa, Supervisor
Daniel C. Howard, A Planning Directo
Ellen M. Kost, AIC Assistant Planning Di

March 26, 2021

Agenda of April 5, 2019

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Request to enter into an agreement with Sutton Architecture, PLLC for architectural services for a new single-family home at 44 Sunset Ct.

Honorable Board Members:

Amherst Community Development requests Town Board approval to hire Sutton Architecture, PLLC to provide architectural services for the design of a new single-family home to be constructed at 44 Sunset Ct. This project will be completed using HOME Investment Partnerships Program funds budgeted through the Amherst, Cheektowaga, Tonawanda HOME Consortium.

Sutton Architecture, PLLC responded to the Town's Request for Proposal (issued January 14th, 2021) with the highest-scoring proposal.

Under this agreement, Sutton Architecture, PLLC will provide architectural services that includes the design of a new single-family home; construction bid indicators and construction oversight. The resulting home will be sold to an income-eligible first time homebuyer.

Please authorize the Supervisor to execute the agreement with Sutton Architecture, PLLC. A resolution is attached for your consideration. Thank you for your assistance in this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Enc.

Attachment: TB_Letter_Sutton_4.5.21_Signed (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2021 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street Williamsville, New York 14221 (herein after referred to as the "Town"), and SUTTON ARCHITECTURE, PLLC a private, corporation incorporated under the laws of New York State, with its principal office for the transaction of business at 5409 #2 Main Street, Williamsville, New York 14221 (hereinafter referred to as Sutton Architecture.).

WITNESSETH:

WHEREAS, the Town has received federal funding under the Housing and Community Development Act of 1974, as amended and one of the purposes of said Act is to expand and improve the quality and quantity of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities; and

WHEREAS, Sutton Architecture will provide complete architectural services to the Town of Amherst for the construction of a single family home at 44 Sunset Court, Amherst. This home will be sold to an income eligible first time homebuyer; and

WHEREAS, Sutton Architecture has over 30 years of experience and successfully designed many single family homes in Western New York; and

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst.
   (b) "Sutton Architecture" shall mean the Sutton Architecture, PLLC.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" --Proposal from Sutton Architecture.

3. Sutton Architecture, for consideration herein provided, shall perform the services as described in Exhibit "A attached hereto and made a part hereof.

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

4. Sutton Architecture shall prior to execution of this Agreement provide to the Town certificates of insurance evidencing compliance with the provisions of the Addendum to Contract attached hereto and incorporated herein. Sutton Architecture agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by Sutton Architecture of the terms and conditions of this Agreement.

5. The Town agrees to pay Sutton Architecture not more than eight thousand six hundred dollars (**$8,600.00**) during the period from April 1, 2021 through December 31, 2022 for the services it provides to the Town. The Town will give a 25% ($2,150.00) retainer to Sutton Architects before the work commences.

6. Sutton Architecture shall submit to the Town invoices and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with payments for the period covering April 1, 2021 through December 31, 2021 to be submitted no later than January 10, 2022 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned invoices and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all invoices submitted to the Town by Sutton Architecture shall not exceed $8,600.00.

7. Sutton Architecture agrees that it shall keep and maintain separate books of account and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for the federal government all Sutton Architecture's facilities, books and other financial and statistical data as they relate to the application, acceptance, and use of federal funds for this federally assisted program. The Town and Sutton Architecture agree to comply with the regulations, policies, guidelines and requirements of Office of Management and Budget Circulars A-102, and A-133 as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. Sutton Architecture agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

9. This Agreement shall be valid only to the extent of the funds made available to the Town pursuant to its program year application under Title I of the Housing Community Development Act of 1974, as Amended, for the purposes of the terms of this Agreement. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2020 Annual Action Plan as approved by the Amherst Town Board on February 3, 2020 and the Substantial Amendments for the FY2020 Annual Plan as approved by the Amherst Town Board on June 15, 2020 and January 4, 2021.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be in effect from April 1, 2021 through December 31, 2022. The Town may agree to extend this Agreement for an additional twelve month period.

12. Sutton Architecture shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with Sutton Architecture's status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to Sutton Architecture or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to Sutton Architecture either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that Sutton Architecture shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

(2) Sutton Architecture reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. Sutton Architecture further reserves the right to terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to Sutton Architecture upon such termination shall be based upon the value of the services performed by Sutton Architecture up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by Sutton Architecture in writing, addressed to the Town's Planning Director for subsequent action.

16. Sutton Architecture agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination**

Sutton Architecture shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and 109 of Title I of the Housing and Community Development Act as amended of 1974, Section 505 of the Rehabilitation Act of 1973 (29 U.S.C. Section 974), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall on the ground of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or service provided pursuant to this Agreement.

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

18. **Equal Employment Opportunity**

In carrying out this Agreement, Sutton Architecture shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Sutton Architecture shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Sutton Architecture shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provision of this nondiscrimination clause. Sutton Architecture shall state that all qualified applicants will receive consideration for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. Sutton Architecture shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Sutton Architecture shall incorporate the foregoing requirements of this paragraph in all of its contracts for work under this Agreement, except contracts for construction work or modification thereof, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for work under this Agreement.

19. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

Sutton Architecture shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. Sutton Architecture shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of Sutton Architecture or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. Sutton Architecture shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

23. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

Sutton Architecture shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

25. **Hatch Act**

Sutton Architecture agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

26. **Conflict of Interest**

Sutton Architecture agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

27. **Funding Source Recognition**

Sutton Architecture shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

28. **Lobbying & Religious Activities**

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

By signing this Agreement, Sutton Architecture certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, Sutton Architecture agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

29. **Compliance**

The obligation of Sutton Architecture to comply with the provisions of paragraph 17 through 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by Sutton Architecture.

Sutton Architecture shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

SUTTON ARCHITECTURE, PLLC.

By: _____
David A. Sutton, Owner

PRIVATE CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
TOWN OF AMHERST) ss:
COUNTY OF ERIE)

On the 19th day of March, in the year Two Thousand Twenty-One, before me, the undersigned, personally appeared David A. Sutton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sally J. Stroka
NOTARY PUBLIC

SALLY J. STROKA
Notary Public, State of New Y
Registration #01ST491569
Qualified In Erie County
Commission Expires Dec. 21, 20

MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
TOWN OF AMHERST) ss:
COUNTY OF ERIE)

On the_____day of_____, in the year Two Thousand Twenty-One, before me, the undersigned, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

EXHIBIT "A"

SUTTON ARCHITECTURE PROPOSAL

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

SUTTON
architecture

CLIENT: Town of Amherst Community Development

PROJECT: (1) single family dwelling of approx. 1,300 sq. ft. with full basement & attached single car garage

LOCATION: 44 Sunset Court Amherst, NY 14228

DATE: 3/2/21

This proposal for architectural services for Town of Amherst Community Development (client) is for the work as described below and includes all professional services required to complete this project and to provide the deliverable products described. Additional services, consultations, or drawings will be invoiced at our standard hourly rates, unless otherwise agreed upon.

Project Description:

The dwelling shall be affordable housing for HUD Home Investment Partnerships Program. The home will be sold to an income qualified first-time homebuyers, per HUD rules. Minimum construction standards and similar characteristics of other dwelling in the existing neighborhood. House description, as per RFP (see doc dated 1/13/21)

This is a prevailing wage construction job, architect shall prepare a stick build specification write-up for the Town to put out for bid on the construction of the home, which MUST include Davis Bacon Wage Rate requirements and the drawings should include all required drawings for permit application, construction bidding, and code compliance.

Summary of Work:

- Design concept development and presentation to The Town of Amherst for approval
- Provide complete permit ready construction documents for architectural, mechanical, plumbing and electrical. Structural plans are included. All plans provided will meet the requirements of the current building codes and local ordinances known at time of completion.

The drawings associated with your project shall include but not limited to:

- Floor plans and details
- Elevations
- Foundation Plan
- Building Section
- HVAC plan
- Electrical plan (power and lighting plans)
- Plumbing (above and below floor plan)
- Specifications (on drawings as required)

Qualifications:

- Construction Administration is included in this scope of work. For this fee, we will provide assistance to the owner in soliciting bids and negotiating a contract for construction with a general contractor, review all submittals including shop drawings, payment request, mock-ups and change order requests prepared by the Contractor, to ensure the quality of the project is consistent with the construction documents.

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

- Provide up to 2 site visits to observe the progress and quality of work completed.
- All site design services to be completed by others
- This proposal does not include preparation of any documents for zoning board, planning board or Town Board actions or approvals. If required, this service shall be added for an additional fee.
- This proposal does not include application fees for zoning, planning or Town Boards and does not include any building permit fees.
- This proposal does not include any renderings.
- This proposal does not include design or permit submittal for any interior/exterior signage.
- This proposal does not include any façade design.
- Proposal includes cost of mileage, supplies and printing cost of deliverable items. Any costs for additional copies of drawings or electronic media shall be reimbursable by the client separate and in addition to the total fee for services.
- The fee is based on the information stated in the project description and summary of work. Any changes in the project scope, quality or budget may require additional fees.
- If determined to be required for this project, the client shall engage a professional land surveyor to perform a topographic survey of the property at the client's expense. This survey shall include existing grades, buildings, landscaping and all utilities, as well as the location of structures and curb cuts on adjacent properties.
- A drilling company shall be engaged by the Architect to complete test borings at the project site (soil investigation report with complete geotechnical information). The results shall be used by the architect in the form of a written report and shall include an analysis of the test borings and recommendations for the foundation design.
- The architect shall coordinate with the Town Of Amherst Engineering Department to fulfill any special associated design requirements due to the proximity of the future house to the on-site sanitary sewer easement.
- Any consulting fees associated with structural, mechanical, plumbing or electrical design are not included in this scope of work and shall be billed separately with a 10% multiplier applied to consultants bills for handling services.
- Interior design services are not provided as a part of this proposal. Coordination of interior design services into architectural construction documents above the original scope of work shall be billed at an hourly rate.
- Any changes to drawing required by municipality code enforcement that are out of our control or beyond scope of work shall result in additional fees.

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

Deliverable Products:

- 2 copies of all concept review plans used for interim review of project development.
- 4 copies stamped and signed construction documents for submission to the building department.
- 6 additional sets of construction documents for use by the owner.
- Completed building code review checklist and energy code compliance certification.

Compensation: (Fee breakdown shall be as follows)

• **Concept plan development & (2) meetings**	**$ 1,500.00**
• **Final construction documents**	**$ 1,600.00**
• **Construction Administration**	**$ 1,200.00**
• **Spec book**	**$ 2,000.00**
• **Soil & Geotech report**	**$ 1,800.00**
• **Final code review, structural design**	**$ 500.00**
Total -	**$ 8,600.00**

For the scope of services described above, the lump sum fee shall be **Eight thousand six hundred ($8,600.00) Dollars.** Additional design, consultation or construction administration services not included in the fee will be billed at our standard hourly rates.

A retainer in the amount of 25% of the total proposed fee shall be paid prior to the commencement of work. Subsequent invoices will be delivered at the completion of each work phase and when the final documents are delivered. Invoices ***must*** be paid in full upon receipt.

In addition to these lump sum fees for basic services, we will require compensation for reimbursable expenses, as follows:

Reproduction of drawings and specifications for use by Owner, in addition to those enumerated in the deliverables section:

Photocopies $0.15 per sheet (plus binding)
Blueprints 3.00 per sheet (24 x 36)

Pricing for reproduction hold for six (6) months from date of contract. Thereafter, is subject to cost of goods inflation at a reasonable rate.

Models, renderings, photography, express mail and any other additional services requested by the Owner will be estimated based on our hourly rates and submitted to the Owner for approval prior to the commencement of work.

Architect reserves the right to hold onto construction documents until said invoices are paid in full. In the event of non-payment, Architect will be entitled to bring an action for the recovery of the amount of the invoice as well as costs and reasonable attorney fees.

Limitation of Liability:
Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law statutory and other reserved rights, including the copyright.

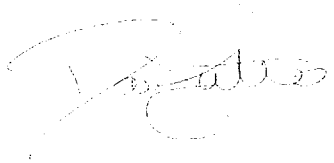
Client agrees that it will indemnify, defend and hold Sutton Architecture PLLC harmless from any and all injury to person or property, any claim, loss, expense or damages arising out of or proximately caused by any change, etc.

All risks are allocated such that the parties agree, to the fullest extent permitted by law, that the Architects total liability to the Owner for any and all injuries, claims, losses, expenses or damages arising out of the agreement, from any cause, shall not exceed the total amount of the agreed upon fee.

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

Acceptance:
This agreement is approved and accepted by the client and the Architect upon both parties signing and dating this proposal. The effective date of the proposal shall be the last date indicated below. Upon signing, the client accepts this proposal and authorizes Sutton Architecture PLLC to proceed with the work as outlined above.

Sutton Architecture PLLC:



David J. Sutton RA

Date: 3-2-21

Client:

Printed Name: _____

Date: _____

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.

(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.

(c) Affirmative action as required by the Labor Law.

(d) Prevention of dust hazard required by Labor Law Section 222-a.

(e) Preference in employment of persons required by Labor Law Section 222.

(f) Eight-hour workday as required by Labor Law Section 220(2).

(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

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:

Sutton Architecture, PLLC.
Print Name of Company

By: _____
David A. Sutton, Owner

David A. Sutton, Owner
Printed name

Date: 3/19/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Brian J. Kulpa, Supervisor
Printed name

Date: _____

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

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: Sutton Architecture, PLLC

Signature:

Print Name: David J. Sutton

Title: Principal

Date: 3/19/21

Sworn To Before Me This

19th Day of March, 2021

Sally J. Stroka

Notary Public

SALLY J. STROKA
Notary Public, State of New York
Registration #01ST4915691
Qualified In Erie County
Commission Expires Dec. 21, 2021

Revised 4.2017

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2021

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 Promark Associated Agencies, Inc. 7 Limestone Dr. Williamsville NY 14221	CONTACT NAME: Jennifer Dissette PHONE (A/C, No, Ext): (716) 633-8401 FAX (A/C, No): (716) 633-8429 E-MAIL ADDRESS: jdissette@promarkinsurance.com
INSURED Sutton Architecture, PLLC 5409 Main Street - 2nd Floor Williamsville NY 14221	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company - A&E — 13056 INSURER B : Great American Insurance Group INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL212912109 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		PSB0005154	02/13/2021	02/13/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		PSB0005154	02/13/2021	02/13/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		PSE0002285	02/13/2021	02/13/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PSW0002983	02/13/2021	02/13/2022	[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 Liability			DPP4203546	01/01/2021	01/01/2022	Per Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: New 1,300 sq. ft home @ 44 Sunset Court Amherst, NY 14228.
Professional Liability limits shown are per claim and aggregate for all projects of the named insured. Town of Amherst is an additional insured on a primary and non-contributory basis for the general, auto and excess liability only in regards to services provided by the named insured when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

STATE OF NEW YORK

WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) **Sutton Architecture, PLLC** **5409 Main Street - 2nd Floor** **Williamsville, NY 14221** ***Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)***	**1b. Business Telephone Number of Insurance** **(716)932-7156** **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured** 454462061
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) Town of Amherst 5583 Main Street Williamsville NY 14221	**3a. Name of Insurance Carrier** **RLI Insurance Company** **3b. Policy Number of entity listed in box "1a"** **PSW0002983** **3c. Policy effective period** **2/13/2021 To 2/13/2022** **3d. The Proprietor, Partners or Executive Officers are:** ☒ **included. (Only check box if all partners/officers included)** ☐ **all excluded or certain partners/officers excluded**

This certifies that the insurance carrier indicated above in box "3" insures the referenced above in box "1a" for workers compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' compensation policy). The insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicate on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Thomas N. Alderson

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Thomas N. Alderson 3/19/2021

(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-633-8401

Attachment: Signed_Sutton_Contract_3.24.21 (RES-2021-328 : Contract with Sutton Architecture, PLLC.)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Police
Initiated by: **John Askey**
Co-Sponsored by:

DOC ID: 23083 **RESOLUTION 2021-329** **ADOPTED**

Travel & Training Request National Police Bloodhound Association Seminar and Yearly Certification Course

TOWN BOARD AGENDA ITEM : APRIL 5, 2021

TO: **Town Board**

FROM: **John C. Askey, Chief of Police**

RE: **Travel & Training Request**
National Police Bloodhound Association
Seminar and Yearly Certification Course

Kindly adopt a resolution authorizing one (1) K-9 Officer to travel to and attend the above entitled seminar and certification course in McHenry, Maryland. This event is being held from April 23, 2021 through April 30, 2021. This Officer will be utilizing his K-9 police vehicle to travel to this seminar. The cost for the seminar and travel is $1,830.40.

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: April 5, 2021)**

4/5/2021
Consent

FINANCIAL IMPACT:

T2917: 1,830.40

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required — *REVISED 01/01/2018*

☑ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[redacted]		Police	(716)689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
4/23/2021	4/30/2021	McHenry, MD	NPBA - Natl Police Bloodhound Assoc. seminar & yearly certification course

Expenses	Estimated	Budget A/C #	Actual
Transportation:	$150 (gas for patrol vehi	T2917	
Mileage @ $0.545			
Tolls	$20	T2917	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
7 # nights @ $ 85	$595	T2917	
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%	$99	T2917	
3 # Breakfasts @ $13	$39	T2917	
8 # Lunches @ $14	$112	T2917	
8 # Dinners @ $23	$184	T2917	
8 # Incidentals @ $5	$40	T2917	
Registration/Conference Fee	$425	T2917	
Other			
Subtotal	$1664		N/A
Contingency - 10% of subtotal or $200	166.64		N/A
TOTAL	$1830.40		

Request Approved By:

Chief Joel Clark

Department Head Signature

3/30/21

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

Forms\Travel Expense Reimbursement Form 4.7.17

Attachment: TravelRequestNPBA4.5.21 (RES-2021-329 : Travel Request: NPBA Yearly Seminar & Certification Course: Bloodhound)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 23062 **RESOLUTION 2021-330** **ADOPTED**

Independent Contractor for Presentation CRS #2497

We respectfully request Town Board permission to authorize the Supervisor to sign the Independent Contractor for Presentation agreement between the Town of Amherst (Department of Senior Services) and the "Theodore Roosevelt Site" for a presentation on Wednesday, April 28, 2021. Fee for the event is $100.

4/5/2021
Consent

FINANCIAL IMPACT:

$100 fee per event charged to account #A6772-4090

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

TOWN OF AMHERST

PRESENTER/PERFORMER COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Presenter/Performer Name: Theodore Roosevelt Site

Payment/Check payable to : Theodore Roosevelt Site

Address: 641 Delaware Avenue

Buffalo, NY 14202

Program (and any Future Events) : Virtual Theodore Roosevelt Presentation

This is a 5 **year contract.**

Start Date: 04/28/21

End Date: 04/28/26

Cost Per Event: $100.00

Theodore Roosevelt Site , 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.

Mark Tago — 3/10/21

Presenter/Performer Signature — Date

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name: Independent Contractor for Presentation CRS#: 2497 Vendor Name: Theodore Roosevelt Site

Attachment: Contract-Theodore Roosevelt-03262021134155 (RES-2021-330 : Independent Contractor for Presentation CRS#2497)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23064 **RESOLUTION 2021-331** **ADOPTED**

User Agreement - CRS #2517

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and the Healthy Kids Running Series for use of Bassett Park. A Covid plan has been submitted and reviewed and is in alignment with current state and local restrictions. Organizers are aware that use may be postponed or cancelled based on state and local guidelines the day of the event(s).

4/5/2021
Consent

FINANCIAL IMPACT:

A 7145.02075 - up to -$225.00 (revenue)

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

USER AGREEMENT

This Agreement, by and between the Town of Amherst (TOWN) and Healthy Kids Running Series, is as follows:

The TOWN hereby grants permission for the Healthy Kids Running Series to utilize Bassett Park for its program on the following dates:

Dates: Saturdays, April 24, May 2, 9, 16, 23, and May 30 (if needed)
Time: 1:30-4:30pm
Cost: $37.50 per day

Healthy Kids Running Series hereby agrees to indemnify and hold the TOWN harmless from any and all bodily injury or property damage claims or incidents that are a direct result of Healthy Kids Running Series' use of the TOWN property.

Healthy Kids Running Series is required to sign and adhere to the terms and conditions of the addendum to contract attached hereto and made a part hereof.

Healthy Kids Running Series agrees to submit a Covid Safety Plan and abide by all state and local Covid restrictions.

This Agreement is subject to the state and local Covid regulations on the aforementioned and may be cancelled by the TOWN at any point for issues of public safety.

Town of Amherst

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Healthy Kids Running Series

By: Matt Lozar
Signature

Matt Lozar
Printed Name

Community Coordinator
Title

Date: March 19, 2021

Attachment: Healthy Kids Running Series (RES-2021-331 : User Agreement - CRS #2517)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, ~~Professional (if applicable) Liability and~~ Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Healthy Kids Running Series (RES-2021-331 : User Agreement - CRS #2517)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: Healthy Kids Running Series (RES-2021-331 : User Agreement - CRS #2517)

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:

Healthy Kids Running Series
Print Name of Company

By: Matt Lozar
Signature

Matt Lozar
Printed name

Date: 3/19/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Healthy Kids Running Series (RES-2021-331 : User Agreement - CRS #2517)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Westpoint Insurance Group, Ltd. 5920 W. 111th St Chicago Ridge IL 60415	PHONE (A/C, No, Ext): (800)318-7709	FAX (A/C, No): (708)636-3915
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Houston Casualty Company	42374
INSURER B: Chubb Insurance Co	10052
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Healthy Kids Running Series
383 Brinton Lake Road Suite 1
Thornton PA 19373

COVERAGES **CERTIFICATE NUMBER:** CL2131881349 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		20/7003967	05/20/2020	05/20/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Accident Medical			99070123	05/20/2020	05/20/2021		$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured status applies where required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terri Tomasik/HAM

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Attachment: Healthy Kids Running Series (RES-2021-331 : User Agreement - CRS #2517)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23108 **RESOLUTION 2021-332** **ADOPTED**

Authorization to Apply for NRPA Grant

WHEREAS, the Town of Amherst drafted and approved a Parks and Recreation Master Plan in 2017; and

WHEREAS, the adopted plan provides recommendations which identify projects and initiatives necessary and important to the Town of Amherst and all residents and visitors; and

WHEREAS, a grant has been made available through the National Recreation and Park Association; and

WHEREAS, such grant offering provides for up to $500,000 in funding for projects meeting the requirements of the grant application; and

WHEREAS, such grant is based upon specific criteria which support projects that advance community-driven, systems-level strategies for equitable park access that improves the environmental resilience and health of communities; and

WHEREAS, this grant program will support park and recreation professionals in partnership with leaders from community-based organizations; and

WHEREAS, projects submitted should address system-wide park access planning, data collection/analysis, policies and/or capital improvements with a focus on creating climate-ready parks; and

WHEREAS, based upon the aforementioned Parks and Recreation Master Plan and grant application requirements and criteria, a project outline which meets all grant criteria has been identified and prepared; and

WHEREAS, such a project outline is based upon the Parks and Recreation Master Plan recommendations which align with grant criteria; and

WHEREAS, the project, better defined as the "Amherst Parks Kiosk and Parks Access Project", includes the establishment, design, and implementation of kiosks for every park in Amherst, as well as comprehensive technology integration, and collaboration with community groups such as CHAI, Inc. (Council of Cultural and Heritage Arts of India), and other non-profit community groups; and

WHEREAS, such project outline will be submitted as a part of a complete application prior to the grant application deadline on behalf of the Town of Amherst,

NOW, THEREFORE, BE IT RESOLVED, that TOWN supports the planning, drafting, and submission of such application; and

BE IT FURTHER RESOLVED, that the TOWN supports the preliminary project outline; and

BE IT FURTHER RESOLVED, that should the TOWN be awarded a grant associated with the submitted application, such funds will be used to complete the project(s) designated by the National Recreation and Park Association as qualifying.

4/5/2021
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23109 **RESOLUTION 2021-333** **ADOPTED**

Consultant Agreement - CRS #2522

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Catalyst Research, LLC for evaluation services for the Amherst Task Force for Healthy Community*Healthy Youth paid for by a federal Drug Free Communities Grant, pending successful completion of the contract routing process.

4/5/2021
Consent

FINANCIAL IMPACT:

A 7256.4110 - $10,000.00

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

THIS AGREEMENT is entered into as of 2/1/2021 by and between Catalyst Research, LLC (the "Consultant") and Amherst Task Force for Healthy Community*Healthy Youth (the "Organization").

IN CONSIDERATION of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** Subject to the provisions for termination hereinafter provided, the term of this Agreement shall begin on 2/1/2021 and shall terminate on 9/30/2021, or on completion of the stated work set forth in "Exhibit A," attached. The Organization may cancel the Agreement upon total payment of the compensation then due to the Consultant hereunder.

2. **Duties.** Consultant agrees to hold self available and to render at the request of the Organization from time to time Consultant's services to the Organization. Consultant shall render such services conscientiously and shall devote its reasonable efforts and abilities thereto during the Term in such manner as the Organization and the Consultant shall mutually agree. It being acknowledged that Consultant's services shall be on a non-exclusive basis and performed at such times as are convenient to Consultant and the Organization.

3. **Compensation.** Consultant shall receive as compensation for the performance of all services hereunder the maximum annual sum of ten thousand dollars ($10,000), billable at $125/hr. The Organization shall pay Consultant within thirty (30) days of receipt of Consultant's invoices for services. The Organization shall pay such compensation without deduction, including no deduction for federal income, social security or state income taxes.

4. **Independent Contractor.** It is expressly agreed that Consultant is acting as an independent contractor in performing its services hereunder. The Organization shall carry no workers' compensation insurance or any health or accident insurance to cover Consultant or any of its employees. The Organization shall not pay any contribution to social security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer/employee relationship. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, social security and other benefits for itself and its employees.

5. **Assignment.** This Assignment is personal between the Organization and Consultant, and neither the Organization nor the Consultant may sell, assign, transfer or hypothecate any rights or interests created under this Assignment or delegate any of their duties without the prior written consent of the other, provided the Organization may assign this Agreement to an affiliated organization. Any such assignment or delegation by either party hereunder without written consent shall be void.

6. **Entire Agreement**. This Agreement contains the entire agreement of the parties. It may not be changed orally, but only in writing signed by the party against whom enforcement of any waiver, charge, modification, extension or discharge is sought.

7. **Governing Law.** The validity of this Agreement and the interpretation and performance of all its terms shall be governed by the substantive laws of the State of New York.

8. **Notices.** Any notices required or permitted to be given under the Agreement shall be sufficient if in writing and if sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice should be given at the address set forth below:

Attachment: Catalyst Research (RES-2021-333 : Consultant Agreement - CRS #2522)

Organization:
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Consultant:
Meghan Guinnee
Owner
Catalyst Research
1714 Amherst St.
Buffalo, NY 14214

Notice shall be deemed effective upon receipt, if made by personal delivery, or upon deposit in the United States Mail.

ORGANIZATION: _____

Date: _____

Name: _____

Title: _____

Signature: _____

CONSULTANT: Catalyst Research, LLC

Date: 3/9/2021

Name: Meghan Guinnee

Title: CO-owner

Signature: MG

Attachment: Catalyst Research (RES-2021-333 : Consultant Agreement - CRS #2522)

Exhibit A - Consulting Agreement Summary

A. NAME OF PROJECT:
DFC Program - External Evaluation

B. ORGANIZATION:
Amherst Task Force for Healthy Community*Healthy Youth

C. CONSULTANT:
Catalyst Research, LLC

D. PROJECT SUMMARY:
Catalyst Research will perform external evaluation services as described below.

E. SCOPE OF WORK TO BE PERFORMED:
****IMPORTANT NOTE** - The maximum annual budget for this contract is ten thousand dollars, billable at one hundred and twenty-five dollars per hour ($125/hr.). The 80 hours covered by this contract will be used to address the following items. When 80 hours of work have been completed by consultant, this contract will be complete.**

Primary Tasks

- Co-chair Evaluation Committee
- Assist in development, implementation, and analysis of a needs assessment to determine structural gaps in the functioning of the Coalition and formalize necessary subcommittees, recruitment processes, roles, and responsibilities.
- Assist in the development, implementation, and analysis of a community survey to gather data from adults (18 years of age and older) assessing knowledge and beliefs around underage drinking and awareness of the existence of the Social Host Ordinance in the Town of Amherst.
- Assist in engaging the Amherst Town Board and Amherst Police Department in the evaluation of the use of the existing Social Host Ordinance and offer support to help facilitate implementation.
- Assist in the development, implementation, and analysis of a community survey to gather data from adults (18 years of age and older) assessing knowledge and beliefs around marijuana use and awareness of the availability of medical marijuana and proposals to legalize marijuana in the state of New York.
- Other or substitute evaluation and reporting tasks, as agreed upon by the project director and Catalyst Research

F. COMPENSATION AND PAYMENT SCHEDULE:
The compensation for this project is a maximum of ten thousand dollars ($10,000), billable at $125/hr. An invoice for the previous month's work will be sent on the first of each month.

G. TERM OF CONTRACT:
Beginning 2/1/2021 and ending no later than 9/30/2021.

H. **ADDITIONAL NOTES:**

Attachment: Catalyst Research (RES-2021-333 : Consultant Agreement - CRS #2522)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Catalyst Research (RES-2021-333 : Consultant Agreement - CRS #2522)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: Catalyst Research (RES-2021-333 : Consultant Agreement - CRS #2522)

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:

Catalyst Research, LLC
Print Name of Company

By: _____
Signature

Meghan Guinnee, co-owner
Printed name

Date: 3/9/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Catalyst Research (RES-2021-333 : Consultant Agreement - CRS #2522)

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: Catalyst Research, LLC

Signature: Daniel Webb

Print Name: Daniel Webb

Title: Co-Owner

Date: 3/11/21

Sworn To Before Me This

11 Day of March, 2021

Melanie S Collins

Notary Public

MELANIE S COLLINS
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01CO6403996
COMM. EXP. 02/10/20 24

Revised 4.2017

Attachment: Catalyst Research (RES-2021-333 : Consultant Agreement - CRS #2522)

CATA-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
716-688-8888
Vanner Insurance Agency
90 John Muir Bldg A
Amherst, NY 14228
John Munschauer

CONTACT NAME: Teri Jurek
PHONE (A/C, No, Ext): 716-688-8888 FAX (A/C, No): 716-688-9001
E-MAIL ADDRESS: tjurek@vannerinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Co, Ltd	11000
INSURER B : Underwriters at Lloyd's,London	15792
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Catalyst Research LLC
25 Bloomfield Avenue
Depew, NY 14043

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,0
	CLAIMS-MADE X OCCUR	X		01SBARH6730	11/21/2020	11/21/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,0
							MED EXP (Any one person)	$ 10,0
							PERSONAL & ADV INJURY	$ 1,000,0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,0
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,0
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional			MPLMPL184256720	11/30/2020	11/30/2021	Per Claim	1,000,0
	Retention						Aggregate	1,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured for ongoing and completed operations on a primary non-contributory basis as required by contract.

CERTIFICATE HOLDER

AMHER00

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: Catalyst Research (RES-2021-333 : Consultant Agreement - CRS #2522)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23110 **RESOLUTION 2021-334** **ADOPTED**

Amendment to 2021-2026 CIP

Authorize the following amendment to the 2021-2026 CIP:

Current:

YR-5C Playground Safety Equipment and Surfacing	2021 $120LA

Proposed:

YR-9C Bedford Park Improvements	2021 $120LA and $15X

4/5/2021
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Councilmembers
DOC ID: 23065

COMMUNICATION 2021-39 **REFERRED**

Amherst Central Park Design

Resident(s) express(es) concerns about the design/layout of Amherst Central Park.

4/5/2021
Referred to Planning & Amherst Central Park Task Force.

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

-------- Original message --------
From: ROBERT JOSEPH [redacted]
Date: 3/28/21 8:40 PM (GMT-05:00)
To: "Bucki, Debbie" <dbucki@amherst.ny.us>, Debbucki <debbucki@aol.com>
Subject: PRESERVE PRECIOUS GREENSPACE !!!

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.

Deborah Bruch Bucki >

Re: New proposed Westwood Park -
Have attached my latest Letter of 3/28/21 very very very strongly asking & urging you to delete & eliminate the new proposed Pedestrian Entrance on Frankhauser Road which would be very unsafe, very dangerous and very disruptive !

God Bless !
Sincerely,
Robert J. Yunkes

March 28, 2021 Pg. 1 of 3

To: Town of Amherst Board Members:
Brian J. Kulpa, Supervisor, Jacqualine G. Berger, Deputy Supervisor,
Deborah Bruch Bucki, Shawn A. Lavin, Michael Szukala
To: Town of Amherst Planning Board Members:
Robert J. Gilmour, Chairperson, Stephanie S. Gelber, Dal Giuliani,
Michael J. Chmiel, BrittanyLee Penberthy, Harbinder Singh Gill, Joseph P. Raffaele, Jr.
cc: Ellen Kost, Assistant Planning Director
cc: Maggie Hamilton Winship, Director of Strategic Planning
cc: Sierra Club
From: Robert J. Yunkes 100 Frankhauser Road (25 year resident)

MARCH 2021 > PRESERVE PRECIOUS GREENSPACE !!! :

WESTWOOD PARK OF AMHERST CENTRAL PARK

DELETE PEDESTRIAN ENTRANCE !!!

MY FOCUS TODAY IS TO CONVINCE YOU TO DELETE & ELIMINATE THE NEW PEDESTRIAN ENTRANCE ON FRANKHAUSER ROAD TO THE NEW PROPOSED WESTWOOD

Attachment: COMMUNICATION R Yunkes Westwood redacted 20210405 (COM-2021-39 : Amherst Central Park Design)

PARK ! I JUST NOW LEARNED ABOUT THIS NEW PART OF YOUR LATEST JUST RELEASED PROPOSAL ! IT HAS BEEN MY UNDERSTANDING FOR THE PAST (7) YEARS THAT THERE WOULD BE NO
OPENING OF ANY KIND ON FRANKHAUSER ROAD – IN ORDER TO
KEEP PARK VISITORS & PARK TRAFFIC OUT OF THE SURROUNDING PRIVATE NEIGHBORHOODS AND PREVENT VERY UNSAFE, VERY DANGEROUS AND VERY DISRUPTIVE CONDITIONS WHICH THERE WOULD BE IF A PEDESTRIAN ENTRANCE EXISTED !

BUILD THE NEW VERY PASSIVE 100 % GREENSPACE WESTWOOD PARK AND PAR 3 GOLF COURSES WITH
*****VERY IMPORTANT NOTE:*****
NO NEW PEDESTRIAN ENTRANCES OR TRAILS OR ROADS OR WALKWAYS INTER – CONNECTING TO FRANKHAUSER ROAD OR FAIRWAYS BLVD. OR NORTH FOREST ROAD – ENTRANCES ALREADY ON NORTH FOREST ROAD & MAPLE ROAD ARE MORE THAN SUFFICIENT & ADDING A SOLAR POWERED ELECTRIC TROLLEY FROM UB TO THE PARK & GOLF COURSES IN FUTURE FOR TRANSPORTING WOULD ADD TO EFFICIENCY;
I CAN PERSONALLY TESTIFY & CONFIRM AS TO HOW VERY UNSAFE,
VERY DANGEROUS & VERY DISRUPTIVE IT WOULD BE FOR MY NEIGHBORHOOD TO HAVE A PARK PEDESTRIAN ENTRANCE ON

FRANKHAUSER ROAD BECAUSE FOR (25) YEARS I HAVE LIVED IN MY HOUSE AT THIS EXACT SECTION OF FRANKHAUSER ROAD WHERE A PEDESTRIAN ENTRANCE IS PROPOSED ! (MORE DETAILS BELOW)

Attachment: COMMUNICATION R Yunkes Westwood redacted 20210405 (COM-2021-39 : Amherst Central Park Design)

I VERY VERY VERY STRONGLY ASK & URGE YOU TO DELETE & ELIMINATE THE PEDESTRIAN ENTRANCE FROM YOUR PROPOSAL !!!

THIS INSTALLMENT IS A CONTINUATION OF MY MANY PREVIOUS PRESENTATIONS TO THE TOWN BOARD & ZONING BOARD OVER THE PAST (7) YEARS ON BOTH THE NEW PASSIVE 100% GREENSPACE WESTWOOD PARK & GOLF COURSES & THE 100% GREENSPACE AUDUBON GOLF COURSE BASED ON AVAILABLE INFORMATION.
(REF. INFO. AVAILABLE - CONCEPT DRAWING of 12/18/19 IN AMHERST BEE & 7/2/20 MEETING SLIDES- NO PEDESTRIAN ENTRANCES ON DRAWINGS OR SLIDES !!!)

AS PREVIOUSLY NOTED, IT IS VERY IMPORTANT NOT TO HAVE A NEW PEDESTRIAN ENTRANCE OR WALKWAYS OR TRAILS OR OR ROADS OR PARKING LOTS INTER- CONNECTING TO FRANKHAUSER OR FAIRWAYS OR NORTH FOREST ROADS !
SINCE THE PANDEMIC, PASSIVE PARKS USAGE IS UP 40 % LOCALLY AND GOLF USAGE IS UP 30 % TO 60 % LOCALLY ! THESE BOOMING RATES OF INCREASE MEAN THE ALREADY VERY HIGH VERY UNSAFE, VERY DANGEROUS, VERY DISRUPTIVE RISKS OF A NEW PEDESTRIAN ENTRANCE ARE THAT VERY MUCH HIGHER !
(REF. OLMSTEAD PARKS CONSERVATORY & BUSINESS FIRST NEWSPAPER)

(8) MAJOR REASONS FOR NO PEDESTRIAN ENTRANCE :

1. **TO ELIMINATE THE VERY DANGEROUS PANDEMIC / COVID VERY UNSAFE RISK**

OF PARK VISITORS CONTACTING WITH NEIGHBORHOOD CITIZENS AND TRANSMITTING AND
SPREADING THE DEADLY VIRUS TO THEM & THE REVERSE AS WELL ! MANY PEOPLE
WOULD BE WALKING, JOGGING, GATHERING, DROPPING OFF, PICKING UP ETC.;
(1) FATAL TRANSMITTAL WOULD BE OF COURSE MORE THAN DEVASTING TO EVERYONE !

2. **TO ELIMINATE THE VERY DANGEROUS VERY UNSAFE VEHICLE ACCIDENT RISK BECAUSE**

FRANKHAUSER, FAIRWAYS AND NORTH FOREST ARE VERY DANGEROUS WINDING ROADS ON

Attachment: COMMUNICATION R Yunkes Westwood redacted 20210405 (COM-2021-39 : Amherst Central Park Design)

WHICH MANY ACCIDENTS HAVE OCCURRED - I CAN CONFIRM THAT THE GUARDRAIL BARRIER
HAS BEEN HIT MANY TIMES AND REFLECTOR POSTS KNOCKED DOWN AS WELL ! EVEN AFTER
THE GUARDRAIL BARRIER WAS INSTALLED AND A ROAD ADJUSTMENT MADE ACCIDENTS
CONTINUE !
NOTE : THE METAL GUARDRAIL BARRIER ALONG THIS VERY DANGEROUS SECTION OF
FRANKHAUSER IS A PERMANENTLY INSTALLED PHYSICAL BARRIER PROVIDING LIFE-SAVING
HELP TO VEHICLES SKIDING OUT OF CONTROL ! THIS PERMANENT PHYSICAL BARRIER
THANKFULLY PREVENTS ANY PEDESTRIAN ENTRANCE FROM BEING CONSTRUCTED !
THE LOSS OF (1) LIFE WOULD BE OF COURSE MORE THAN DEVASTING TO EVERYONE !

3. **TO ELIMINATE THE VERY DANGEROUS VERY UNSAFE CRIME RISK WHICH WOULD**

DEFINITELY INCREASE GREATLY WITH A NEW PEDESTRIAN ENTRANCE WHERE CRIMINALS
WOULD MEET AND STALK AND PLAN CRIMES FOR THE NEIGHBORHOOD ! - INCLUDING
DRUG SALES, BURGLARIES, PANHANDLING ETC. !

4. **TO ELIMINATE THE VERY DANGEROUS VERY UNSAFE RISK OF CHILDREN GETTING LOST**

WHICH WOULD DEFINITELY INCREASE WITH A NEW PEDESTRIAN ENTRANCE BECAUSE THEY
COULD EASILY WANDER OFF FROM PARENTS AND WALK OUT ONTO THE VERY DANGEROUS
VERY UNSAFE ROAD & GET INTO AN ACCIDENT ! PROTECTIVE SOIL BERMS SHOULD BE
PLACED ALL AROUND THE PROPOSED PARK WITH NO PEDESTRIAN ENTRANCE !

5. **THE TERRIBLE DISRUPTIVE INCREASED TRAFFIC AND INCREASED CONGESTION AND**

INCREASED SMOG WOULD OCCUR WITH A NEW PEDESTRIAN ENTRANCE - VISITORS IN VEHICLES WOULD BE DROPPING OFF, PICKING UP AND JUST STOPPING TO GAWK, STALK ETC. - THIS WOULD ALL BE ELIMINATED WITH NO PEDESTRIAN ENTRANCE !

Attachment: COMMUNICATION R Yunkes Westwood redacted 20210405 (COM-2021-39 : Amherst Central Park Design)

6. **THE TERRIBLE DISRUPTIVE PARKING PROBLEMS WOULD OCCUR WITH A PEDESTRIAN**

ENTRANCE BECAUSE PEOPLE WOULD BE PARKING & WALKING ALL OVER THE NEIGHBORHOOD - ON LAWNS, DRIVEWAYS, GARDENS ETC. - THIS WOULD ALL BE ELIMINATED WITH NO PEDESTRIAN ENTRANCE !

7. **EACH OF THE PREVIOUS (6) MAJOR REASONS IS REASON ENOUGH TO NOT HAVE A**

NEW PEDESTRIAN ENTRANCE ! HOWEVER, MAJOR REASON NUMBER (7) MUST BE ADDED
BECAUSE EACH OF THE PREVIOUS (6) RESULTS IN NUMBER (7) WHICH IS REDUCED
PROPERTY VALUE FOR OUR NEIGHBORHOOD HOMES WITH A PEDESTRIAN ENTRANCE !
WITH NO PEDESTRIAN ENTRANCE PROPERTY VALUES WILL INCREASE !

8. **CONTINUING FROM MAJOR REASON NUMBER (7) REDUCED PROPERTY VALUES MEAN**

HIGHER PROPERTY TAX RATES FOR ALL OF US AMHERST CITIZENS, WHICH NO ONE WANTS !

AN ADDITIONAL VERY DISRUPTIVE MAJOR REASON TO DELETE A PEDESTRIAN ENTRANCE IS
THE PROBABLE MANY LAWSUITS AGAINST THE TOWN OF AMHERST WHICH COULD RESULT FROM ANY ONE OF THE (8) MAJOR REASONS LISTED, WHICH OF COURSE NO ONE WANTS !

IN SUMMARY, A PROPOSED PEDESTRIAN ENTRANCE TO THE PROPOSED PARK IS
NOT NEEDED AND NOT WANTED AND CREATES MANY VERY UNSAFE VERY DANGEROUS VERY DISRUPTIVE PROBLEMS FOR EVERYONE ! - EACH OF WHICH WOULD RUIN THE PROPOSED PARK AND MY NEIGHBORHOOD TOO !

I VERY VERY VERY STRONGLY AGAIN ASK AND URGE YOU TO DELETE AND ELIMINATE THE PROPOSED PEDESTRIAN ENTRANCE !

THANK YOU FOR YOUR ATTENTION !
SINCERELY, ROBERT J. YUNKES

Also, I highly recommend putting in soil berms all around the New Park for both safety & security purposes.

Attachment: COMMUNICATION R Yunkes Westwood redacted 20210405 (COM-2021-39 : Amherst Central Park Design)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Councilmembers
DOC ID: 23048

COMMUNICATION 2021-40 **REFERRED**

468 Harding Road Development

Resident(s) express(es) concerns about development of 468 Harding Road.

4/5/2021
Referred to Planning & Building.

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

-------- Original message --------
From: Mark Bechtel [redacted]
Date: 3/18/21 8:46 AM (GMT-05:00)
To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>
Cc: "Berger, Jacqualine" <jberger@amherst.ny.us>, "Bucki, Debbie" <dbucki@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>
Subject: Proposed re-zoning for 468 Harding Road

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

Dear Supervisor Kulpa

I am writing to you today so that I may voice my concern over the proposed building of apartments at 468 Harding Road. I have resided at [redacted] with my wife and children for over eight years. We have children ages 13,12 and 4. We are extremely concerned about the proposed building of higher density residential apartments on a street that currently only has single family homes. Our concerns center around the safety of our children and our quality of life.

To begin with, there are no sidewalks and the street is a narrow residential street. When we are walking or riding bikes as a family or if the kids are alone going around the block there is nowhere to be but the street. Higher density apartments, coupled with the proposed Big Ditch restaurant being added nearby will more than certainly increase the traffic which will in turn, cause less safe conditions to enjoy such activities. Additionally, by virtue of the nature of non-permanent housing there will be an influx of temporary residents in what is currently a very stable neighborhood. There are also concerns over an increase in street parking and noise that will be associated with any type of apartment building(s). We already have noise from Transit Road, the Airport and Thruway. This will only add to the noise level in the neighborhood which will stem from activities ranging from loud music, car alarms, increased vehicle traffic, etc. Lastly, a project such as this is out of character for our quiet little neighborhood and would certainly negatively affect property values of the neighboring single family homes.

In closing, I am respectfully asking you to not allow this project to proceed. We have little issue with single family homes being built on this vacant land, however the scope of this project does not fit the neighborhood. If this project is allowed to move forward, myself and several of my neighbors may feel our only option is to sell and leave the town entirely.

Respectfully

Mark and Kathryn Bechtel

Attachment: COMMUNICATION 468 Harding Rd Bechtel redacted 20210405 (COM-2021-40 : 468 Harding Road Development)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Supervisor
DOC ID: 23049

COMMUNICATION 2021-41 **REFERRED**

Resident Communication - Forbes Capretto Home Concern

Please see the attached email communication from resident T. Koehler dated 3/18/21.

4/5/2021
Referred to Planning & Building.

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

From: Travis Koehler
Sent: Thursday, March 18, 2021 5:09 PM
To: Kulpa, Brian J.
Subject: FORBES Capretto homes concern

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.

Mr. Kulpa

I am writing to you to voice my opinion concerning the apartment complex planned for Harding rd. I am a resident of this side of harding for 12 years now at [redacted] I have 5 small children and wanted to point out that there are over 20 small children alone in the circle of Harding/McKinley road. At the moment our neighborhood on this side of wherle has no sidewalks and only two street lights in the entire wrap around. It is one thing to consider building residential homes for new families but not apartments inside a quiet neighborhood. There is already a brewery being built with access from our neighborhood where we will have to be vigilant concerning drunk drivers leaving there once it is built. I choose this neighborhood for the quiet peaceful aspect for my children and it seems it is being changed into some pass through. There is absolutely no reason to drop apartment buildings inside a quiet neighborhood and destroy the atmosphere. Please take my wifes and my concern to heart Mr Kulpa. Thank you for your time. Wishing you and your family the best in the rest of the year ahead.
Sincerely Travis Koehler

Attachment: 031821 T Koehler (COM-2021-41 : Resident Communication - Forbes Capretto Home Concern)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Clerk
DOC ID: 23047

COMMUNICATION 2021-42

REFERRED

Summons and Verified Complaint: Sophia Calleo Vs. Town of Amherst Et Al.

4/5/2021
Referred to Town Attorney.

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

INDEX NO. 803396/
FILED: ERIE COUNTY CLERK 03/16/2021 03:37 PM
RECEIVED NYSCEF: 03/16/2021
NYSCEF DOC. NO. 1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

X Our File #18115PVPLN

SOPHIA CALLEO,
[redacted]

Plaintiff,

Index No. 803396/2021

-against-

POLICE OFFICER JOHN T. RUSCH
[redacted]
and
500 John James Audubon Parkway
Amherst, New York 14228

SUMMONS

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

AMHERST POLICE DEPARTMENT
500 John James Audubon Parkway
Amherst, New York 14228

BRENNA N. SULLIVAN
[redacted]

MARK G. SULLIVAN
[redacted]

Defendants.

X

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to Answer the Complaint of the Plaintiff and to serve copies of your Answer upon the undersigned attorneys, within twenty (20) days after the service of the Summons and Complaint, exclusive of the day of service; or if service of this Summons and Complaint is made by any means other than by personal service to you within the State of New York, within thirty (30) days after such service is complete.

Attachment: DOC031821-03182021152146 (COM-2021-42 : Summons & Complaint: Calleo Vs TOA)

FILED: ERIE COUNTY CLERK 03/16/2021 03:37 PM INDEX NO. 803396/2021
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In case of your failure to Answer the Complaint, judgment will be taken against you by default for the relief demanded in the Complaint.

The basis of venue is the location of the Town of Amherst at 5583 Main Street Williamsville, New York 14221.

Dated: Buffalo, New York
March 16, 2021

By: _____
BRYAN R. FORBES, ESQ
BAXTER SMITH & SHAPIRO, P.C.
Attorneys for Plaintiffs
182 Dwyer Street
Buffalo, New York 14224
(716) 854-6140

VIA PERSONAL SERVICE:

TO: AMHERST POLICE DEPARTMENT,
POLICE OFFICER JOHN T. RUSCH
[redacted]
and
500 John James Audubon Parkway
Amherst, New York 14228

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

AMHERST POLICE DEPARTMENT
500 John James Audubon Parkway
Amherst, New York 14228

BRENNA N. SULLIVAN
[redacted]

MARK G. SULLIVAN
[redacted]

Attachment: DOC031821-03182021152146 (COM-2021-42 : Summons & Complaint: Calleo Vs TOA)

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

X Our File #18115PVPLN

SOPHIA CALLEO,

Plaintiff,

Index No. 803396/2021

-against-

POLICE OFFICER JOHN T. RUSCH, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, BRENNA N. SULLIVAN and MARK G. SULLIVAN,

Defendants.

X

VERIFIED COMPLAINT

Plaintiff, above named, by her attorneys BAXTER SMITH & SHAPIRO P.C., for her Verified Complaint against the above named Defendants, alleges, upon information and belief:

1. The plaintiff, SOPHIA CALLEO, at all times hereinafter mentioned, was and still is a resident of the Town [redacted] located within [redacted] in the [redacted].

2. Defendant, POLICE OFFICER JOHN T. RUSCH, was at all times mentioned, a residen[redacted]

3. That a Notice of Claim was duly made and served upon Defendants, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT and POLICE OFFICER JOHN T. RUSCH, which Notice of Claim sets forth the name and post office address of claimant, SOPHIA CALLEO, the name and post office address of her attorneys, the nature of the claim, the time when, the place where, and the manner in which the claim arose, together with the items of damages and injuries then known to exist, and the said Notice of Claim was served upon TOWN OF

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AMHERST, AMHERST POLICE DEPARTMENT and POLICE OFFICER JOHN T. RUSCH within ninety (90) days of the date upon which the claim arose. At least thirty (30) days have elapsed since the service of the notice of claim, as aforesaid, and TOWN OF AMHERST, AMHERST POLICE DEPARTMENT and POLICE OFFICER JOHN T. RUSCH have failed and neglected to adjust or pay the said claim.

4. Defendant, TOWN OF AMHERST, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

5. Upon information and belief, the Defendant, AMHERST POLICE DEPARTMENT is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

6. Upon information and belief, the Defendant, AMHERST POLICE DEPARTMENT, is a department of the TOWN OF AMHERST.

7. Upon information and belief, the Defendant, AMHERST POLICE DEPARTMENT, is an agent of the TOWN OF AMHERST.

8. That at all times hereinafter mentioned, defendant AMHERST POLICE DEPARTMENT was charged with the duty of enforcing the laws, statutes and/or ordinances for the Town of Amherst, State of New York.

9. That at all times hereinafter mentioned, defendant AMHERST POLICE DEPARTMENT controlled law enforcement agencies, agents, servants and/or employees, for the Town of Amherst, State of New York.

10. That at all times hereinafter mentioned, defendant AMHERST POLICE DEPARTMENT controlled traffic enforcement agencies, agents, servants and/or

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employees, for the Town of Amherst, State of New York.

11. That at all times hereinafter mentioned, defendant AMHERST POLICE DEPARTMENT operated law enforcement agencies, agents, servants and/or employees, for the Town of Amherst, State of New York.

12. That at all times hereinafter mentioned, defendant AMHERST POLICE DEPARTMENT operated traffic enforcement agencies, agents, servants and/or employees, for the Town of Amherst, State of New York.

13. That at all times hereinafter mentioned, defendant AMHERST POLICE DEPARTMENT maintained law enforcement agencies, agents, servants and/or employees, for the Town of Amherst, State of New York.

14. That at all times hereinafter mentioned, defendant AMHERST POLICE DEPARTMENT maintained traffic enforcement agencies, agents, servants and/or employees, for the Town of Amherst, State of New York.

15. That at all times hereinafter mentioned, defendant AMHERST POLICE DEPARTMENT supervised law enforcement agencies, agents, servants and/or employees, for the Town of Amherst, State of New York.

16. That at all times hereinafter mentioned, defendant AMHERST POLICE DEPARTMENT supervised traffic enforcement agencies, agents, servants and/or employees, for the Town of Amherst, State of New York.

17. That at all times hereinafter mentioned, defendant AMHERST POLICE DEPARTMENT trained law enforcement agencies, agents, servants and/or employees, for the Town of Amherst State of New York.

18. That at all times hereinafter mentioned, defendant AMHERST POLICE

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DEPARTMENT trained traffic enforcement agencies, agents, servants and/or employees, for the Town of Amherst, State of New York.

19. That at all times hereinafter mentioned, defendant AMHERST POLICE DEPARTMENT regulated law enforcement agencies, agents, servants and/or employees, for the Town of Amherst State of New York.

20. That at all times hereinafter mentioned, defendant AMHERST POLICE DEPARTMENT regulated traffic enforcement agencies, agents, servants and/or employees, for the Town of Amherst, State of New York.

21. Upon information and belief, at all relevant times, defendant AMHERST POLICE DEPARTMENT, its agents, servants and/or employees, was charged with the duty to regulate, direct, control, service and otherwise maintain said public roadways.

22. At all times hereinafter mentioned, the Defendant, POLICE OFFICER JOHN T. RUSCH was and still is an employee of Defendant, TOWN OF AMHERST.

23. At all times hereinafter mentioned, the Defendant, POLICE OFFICER JOHN T. RUSCH was and still is an employee of Defendant, AMHERST POLICE DEPARTMENT.

24. Upon information and belief, at all times hereinafter mentioned, the Defendant, POLICE OFFICER JOHN T. RUSCH was acting within the scope of his employment for Defendant, AMHERST POLICE DEPARTMENT.

25. Upon information and belief, at all times hereinafter mentioned, the Defendant, POLICE OFFICER JOHN T. RUSCH was acting within the scope of his employment for Defendant, TOWN OF AMHERST.

Attachment: DOC031821-03182021152146 (COM-2021-42 : Summons & Complaint: Calleo Vs TOA)

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26. That at all times hereinafter mentioned, Defendant, TOWN OF AMHERST was the owner of a 2017 Ford motor vehicle, bearing plate number "113" and vehicle identification number [redacted]

27. That at all times hereinafter mentioned, Defendant, AMHERST POLICE DEPARTMENT, was the owner of a 2017 Ford motor vehicle, bearing plate number "113" and vehicle identification number [redacted]

28. That at all times hereinafter mentioned, Defendant, POLICE OFFICER JOHN T. RUSCH was the operator of a 2017 Ford motor vehicle, bearing license plate number "113" and vehicle identification number [redacted] (hereinafter "Rusch Vehicle").

29. That at all times hereinafter mentioned, Defendant, POLICE OFFICER JOHN T. RUSCH was the operating the Rusch Vehicle with the knowledge and consent of its owner.

30. That at all times hereinafter mentioned, Defendant, AMHERST POLICE DEPARTMENT, was responsible for maintaining, inspecting and repairing the Rusch Vehicle.

31. That at all times hereinafter mentioned, Defendant, TOWN OF AMHERST, was responsible for maintaining, inspecting and repairing the Rusch Vehicle.

32. Upon information and belief, at all times hereinafter mentioned, Defendant, MARK G. SULLIVAN, was a resident of [redacted]

33. That, at all times hereinafter mentioned, Defendant, MARK G. SULLIVAN, was the owner of a 2012 Chevrolet motor vehicle bearing New York State license number [redacted] (hereinafter "Sullivan Vehicle").

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34. That, at all times hereinafter mentioned, Defendant, MARK G. SULLIVAN, was responsible for maintaining, inspecting and repairing the Sullivan Vehicle.

35. Upon information and belief, at all times hereinafter mentioned, Defendant, BRENNA N. SULLIVAN, was a resident of [redacted]

36. That, at all times hereinafter mentioned, Defendant, BRENNA N. SULLIVAN, was the permissive operator of the Sullivan Vehicle.

37. That, on January 31, 2020, Defendant, BRENNA N. SULLIVAN, operated the Sullivan Vehicle with the knowledge and consent of its owner.

38. On or about the 31st day January, 2020, Defendant, BRENNA N. SULLIVAN, was operating the Sullivan Vehicle traveling northbound on Sweet Home Road into the intersection with Sheridan Drive, both public highways within the Town of Amherst, County of Erie, State of New York

39. On or about the 31st day of January 2020, the Plaintiff, SOPHIA CALLEO was a passenger in the Sullivan Vehicle being operated by Defendant BRENNA N. SULLIVAN.

40. On or about the 31st day of January 2020, Defendant POLICE OFFICER JOHN T. RUSCH, was operating the Rusch Vehicle while in the course of his employment when such vehicle was caused to come into contact with the Sullivan Vehicle being operated by Defendant BRENNA N. SULLIVAN.

41. That such collision, hereinbefore described, was the result of the negligent, careless, reckless and unlawful conduct of the Defendants, without any negligence on the part of Plaintiff contributing thereto.

42. That such collision was the result of Defendants' reckless and wanton

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disregard for the safety of Plaintiff.

43. That Defendants, TOWN OF AMHERST and AMHERST POLICE DEPARTMENT are vicariously liable for any and all acts of negligence, carelessness or recklessness committed by Defendant, POLICE OFFICER JOHN T. RUSCH while within the course and scope of his employment.

44. Pursuant to Section 388 of the Vehicle and Traffic Law of the State of New York, the Defendant-owner, TOWN OF AMHERST and AMHERST POLICE DEPARTMENT, are liable and responsible for the acts of POLICE OFFICER JOHN T. RUSCH.

45. Pursuant to Section 388 of the Vehicle and Traffic Law of the State of New York, Defendant, MARK G. SULLIVAN, is liable and responsible for the acts of BRENNA N. SULLIVAN.

46. The occurrence hereinabove described was caused solely and wholly through the carelessness, negligence and recklessness of the defendants TOWN OF AMHERST POLICE DEPARTMENT, POLICE OFFICER JOHN RUSCH, their agents, officials, servants and employees, jointly and/or severally, were negligent, careless and reckless in that: At the above time Defendant POLICE OFFICER JOHN RUSCH operating in his capacity as a Police Officer of the Amherst Police Department operated the motor vehicle in reckless disregard for the safety and welfare of others lawfully in the area; did not operate the motor vehicles in a reasonable and careful manner under the circumstances; in that Defendant POLICE OFFICER JOHN RUSCH failed to keep a proper lookout; failed to utilize signals; failed to operate the vehicle at safe rate of speed; failed to brake vehicle; failed to timely brake vehicle; failed to see what was there to been

Attachment: DOC031821-03182021152146 (COM-2021-42 : Summons & Complaint: Calleo Vs TOA)

seen; failed to yield the right of way; failed to pay attention; failed to give the complainant any warning of the impending occurrence; failed to use available emergency lights; failed to properly use available emergency lights; failed to use available sirens; failed to properly use available sirens;

47. Upon information and belief, Defendants violated and or are rendered liable pursuant to various sections of the New York State Vehicle and Traffic Law causing such collision, including but not limited to sections: §§139; 376; 382-b; 388; 1101; 1103; 1104; 1110; 1120; 1144; 1146; 1180; 1180(a); 1180(b); 1180(d); 1192; 1192(a); 1212; and 1225-c.

48. As a result of the alleged incident, the Plaintiff, SOPHIA CALLEO, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to hospital, bed and home; was caused to and did incur great medical expense and may incur further medical expense; was caused to be incapacitated from her usual activities and employment, and may be further incapacitated.

49. Upon information and belief, the plaintiff, SOPHIA CALLEO, has sustained a serious injury as defined by Section 5102 of the New York State Insurance Law, and has suffered basic economic loss greater than the basic economic loss as defined by Section 5102 of the New York State Insurance Law, as well as other economic loss as special damages.

50. This action falls within one or more of the exceptions set forth in CPLR

Attachment: DOC031821-03182021152146 (COM-2021-42 : Summons & Complaint: Calleo Vs TOA)

§1602.

51. As a result of the foregoing, the plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST THE DEFENDANTS

52. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "51" of this Complaint with the same force and effect as if fully set forth herein.

53. That on 31st day of January 2020, Defendant, POLICE OFFICER JOHN T. RUSCH was operating the Rusch Vehicle in a negligent, careless, reckless, grossly negligent and unlawful manner causing the subject collision.

54. That on 31st day of January 2020, Defendant, BRENNA N. SULLIVAN was operating the Sullivan Vehicle in a negligent, careless, reckless and unlawful manner causing the subject collision.

55. That Defendants, TOWN OF AMHERST and AMHERST POLICE DEPARTMENT, are vicariously liable for the negligent, careless, reckless and unlawful actions of POLICE OFFICER JOHN T. RUSCH.

56. That Defendant, MARC C. SULLIVAN is vicariously liable for the negligent, careless, reckless and unlawful actions of BRENNA N. SULLIVAN.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST THE DEFENDANTS

57. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "56" of this Complaint with the same force and effect as if fully

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FILED: ERIE COUNTY CLERK 03/16/2021 03:37 PM INDEX NO. 803396/2021
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set forth herein.

58. Upon information and belief, on and prior to January 31, 2020, Defendants, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT and POLICE OFFICER JOHN T. RUSCH failed to properly maintain, inspect and repair the Rusch Vehicle, so that it was in condition safe for operation.

59. Upon information and belief, on and prior to January 31, 2020, Defendants, MARC C. SULLIVAN and BRENNA N. SULLIVAN failed to properly maintain, inspect and repair the Sullivan Vehicle, so that it was in condition safe for operation.

60. Upon information and belief, the defective conditions of the Rusch Vehicle and Sullivan Vehicle caused or contributed to the aforementioned collision and injuries sustained by Plaintiff, SOPHIA CALLEO.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST THE DEFENDANTS

61. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "60" of this Complaint with the same force and effect as if fully set forth herein.

62. Upon information and belief, Defendants, TOWN OF AMHERST and AMHERST POLICE DEPARTMENT, failed to properly train, supervise and retain POLCIE OFFICER JOHN T. RUSCH.

63. Upon information and belief, Defendants, TOWN OF AMHERST and AMHERST POLICE DEPARTMENT, knew, or had reason to know, that POLICE OFFICER JOHN T. RUSCH was not competent to operate the Rusch Vehicle in a safe and lawful manner.

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64. Defendants, TOWN OF AMHERST and AMHERST POLICE DEPARTMENT, were negligent in entrusting the Rusch Vehicle to POLICE OFFICER JOHN T. RUSCH.

65. Upon information and belief, Defendant, MARK G. SULLIVAN, knew, or had reason to know, that BRENNA N. SULLIVAN was not competent to operate the Rusch Vehicle in a safe and lawful manner.

AS AND FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANTS, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT AND POLICE OFFICER JOHN T. RUSCH

66. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "65" of this Complaint with the same force and effect as if fully set forth herein.

67. On information and belief, Defendants, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT and POLICE OFFICER JOHN T. RUSCH, were immediately aware, or should have been aware, at the time of the collision, that potential civil litigation would result therefrom.

68. Defendants, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT and POLICE OFFICER JOHN T. RUSCH, had a duty to preserve all available evidence related to such collision.

69. Defendants, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT and POLICE OFFICER JOHN T. RUSCH, negligently or intentionally destroyed, deleted and/or failed to preserve evidence related to, depicting and evidencing the circumstances surrounding the above referenced collision.

70. Plaintiffs have been damaged by Defendants', TOWN OF AMHERST,

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AMHERST POLICE DEPARTMENT and POLICE OFFICER JOHN T. RUSCH's, spoliation of such evidence.

WHEREFORE, the plaintiff demands judgment against the Defendants, either jointly or severally, in the First Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; in the Second Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; in the Third Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction AND in the Fourth Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction and for such other, further or different relief as the Court may deem just and proper, together with the costs and disbursements of the action.

Dated: Buffalo, New York
March 16, 2021

By: _____
BRYAN R. FORBES, ESQ
BAXTER SMITH & SHAPIRO, P.C.
Attorneys for Plaintiffs
182 Dwyer Street
Buffalo, New York 14224
(716) 854-6140

Attachment: DOC031821-03182021152146 (COM-2021-42 : Summons & Complaint: Calleo Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Clerk
DOC ID: 23060

COMMUNICATION 2021-43 **REFERRED**

Verified Petition: Won Y. Shin Vs. Town of Amherst

4/5/2021
Referred to Assessor & Town Attorney.

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

FILED: ERIE COUNTY CLERK 01/27/2021 04:07 PM INDEX NO. 801114/2(
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STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER
ARTICLE 78 OF THE CIVIL PRACTICE LAW AND RULES

BY

WON Y. SHIN,

Petitioner,

v.

TOWN OF AMHERST,

Respondent.

VERIFIED PETITION

Index No.: 801114/20

FOR REVIEW OF THE DECISION OF THE SMALL CLAIMS HEARING OFFICER REGARDING THE TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST, NEW YORK

TO THE SUPREME COURT OF THE STATE OF NEW YORK:

The Petition of Won Y. Shin, by and through their attorneys, WOLFGANG & WEINMANN, respectfully shows as follows:

FACTS

1. Petitioner is the owner of a single-family, owner-occupied residence located at 61 Aspenwood Drive, Amherst, New York.

2. As a result of the ongoing global Covid-19 pandemic, property owners challenging assessments in 2020 were permitted to submit Grievance Complaints to Respondent electronically (See Town of Amherst Notice and Affidavit of Chiara Cirulli, attached as Exhibit A).

3. On May 21, 2020, Petitioner's attorneys sent five e-mails to the specified Amherst

Attachment: DOC032621-03262021100426 (COM-2021-43 : Verified Petition: Won Y. Shin Vs. Town of Amherst)

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Assessor's Office employees, Cheryl Walfrand, cwalfrand@amherst.ny.us and Emily Murphy, emurphy@amherst.ny.us, challenging assessments for the tax year of 2020-2021. The five email transmissions each contained the following Grievance Complaints as attachments:

i. 1:43 p.m. 12 Grievance Complaints (Attachments)
ii. 1:45 p.m. 10 Grievance Complaints (Attachments)
iii. 1:46 p.m. 12 Grievance Complaints (Attachments)
iv. 1:47 p.m. 12 Grievance Complaints (Attachments)
v. 1:48 p.m. 6 Grievance Complaints (Attachments)

(Exhibit B)

4. Specifically, in regard to this particular case, Petitioner's Grievance Complaint was sent attached in the second email, at 1:45 p.m (Id.).

5. On May 25, 2020, Respondent e-mailed Petitioner's attorney instructing that all previously sent Grievance Complaints be e-mailed again to a third e-mail address (Exhibit C).

6. On May 26, 2020, Petitioner properly complied with Respondent's last-minute request and had all previously sent Grievance Complaints resent to Amherst Assessor, Dave Marrano, dmarrano@amherst.ny.us (Id., second to last email).

7. The deadline to submit Grievance Complaints to Respondent was on May 26, 2020, five days after Petitioner's initial filing.

8. Petitioner submitted evidence supporting a reduction in full market value to $625,000 (equalized at 91% to $568,750 in assessed value), approximately 22% below the current assessment of $796,703 (equalized at 91% to $725,000 in assessed value) (Exhibit D).

9. Petitioner's primary argument in support of the requested reduction was that comparable sales data, even when adjusted for discrepancies, supported a full market value well below the assessment (See id.).

10. After the Town's filing of the completed 2020 Final Tax Roll on which Petitioner

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received no reduction, Petitioner commenced a Small Claims Assessment Review (SCAR) proceeding pursuant to RPTL Article 7, Title 1-a to review their real property tax assessment for the 2020-2021 tax year (Exhibit E).

11. The SCAR Hearing, attended by Petitioner's attorney, Marcus Catlin, and Respondent, was conducted by Hearing Officer Nora Robshaw on September 22, 2020 via teleconference (Exhibit D).

12. Petitioner provided the Hearing Officer evidence of both timely submission of their Grievance Complaint, as well as comparable sales data to support the requested reduction (Id.).

13. Respondent claimed that Petitioner had failed to file a Grievance Complaint before the statutory deadline, but did not provide any evidence either supporting their claim or disproving Petitioner's evidence of a timely e-mail transmission.

14. On October 20, 2020, the Hearing Officer filed her decision with the clerk, disqualifying Petitioner's case on the grounds that Petitioner "[d]id not file with [the] Board of Assessment Review" (Exhibit F).

15. The Hearing Officer's decision did not provide any findings of fact concerning the procedural or substantive evidence presented or the rationale for her ultimate decision: in fact, the "findings of fact" section on the decision is completely blank (See id.).

LAW AND ANALYSIS

"Filing"

16. "Any [grievance] complaint filed on or before the date established by law for the hearing of the board of assessment review shall be deemed timely" (RPTL 524).

17. Section 524 utilizes the word "filed" four times and does not specify a specific mode of filing (Id.).

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18. Respondent gave notice to Petitioner of its intention to permit filing by e-mail, both on their website and through confirmatory phone calls (see Exhibit A).

19. Petitioner has clear evidentiary proof of the Grievance Complaint filing in the fom of the e-mail electronic time/date stamp confirming transmission of the email and attachment. In fact, Petitioner has further evidence of filing due to the fact that Respondent requested the Grievance Complaint be electronically submitted again (Exhibits B & C).

20. Recently, this very issue was decided in Erie County Supreme Court in favor of Petitioner, which concerned other Grievance Complaints included with this batch of emails (see *Jemal's Boulevard v Town of Amherst*, Sup Ct, Erie County, January 15, 2021, Colaiacovo, J., index No. 807065/2020, Exhibit G).

21. By emailing their Grievance Complaint to Respondent on May 21, 2020, (five days prior to Respondent's deadline) Petitioner adhered to the statutory deadline of RPTL 524.

"Findings of Fact," "Evidence," and "Rationale"

22. Additionally, a SCAR hearing officer ***must*** provide both findings of fact and a rationale for their determination, so that a reviewing court has adequate basis to perform its responsibility (*Carvalho v. Board of Assessors, County of Nassau*, NYLJ, Dec. 15, 2005, at 21, col. 1, [Sup. Ct., Nassau Co.]; *Matter of Pacini v.* Assessor, 15 Misc. 3d 1117(A) [Sup. Ct., Oneida County, 2007]; *Elmhurst Towers Inc. v. Tax Commission,* 34 AD 2d 570 [2d Dept. 1970]).

23. RPTL 733[4] states that the SCAR Hearing Officer must state "findings of fact and the evidence upon which it is based."

24. In *Carvalho* (*supra*), the New York Supreme Court sent the SCAR proceeding back for a hearing de novo because "the hearing officer failed to make findings of fact or identify the relevant evidence supporting her conclusion…instead [reaching] a determination which totally

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lacks support."

25. Moreover, added the court, "findings of fact [must] be made in a manner such that the parties may be assured that the decision is based on evidence of record . . . [and] to permit intelligent challenge by a party aggrieved and adequate judicial review following the determination" (*Carvalho* at 21).

26. "(T)he factual findings rendered must be made on the basis of the proof in the record . . . and cannot be the product of purely subjective judgment . . . (*Id.*)."

27. In *Elmhurst* (*supra*), the court reversed an assessment decision where the lower court merely disregarded petitioner's proof and adopted the Town's assessments as the new values, without revealing the reasons for the ultimate conclusions.

28. At bar, the Hearing Officer's decision to hold Petitioner's case as disqualified for failing to file with the Board of Assessment Review, in spite of overwhelming evidence to the contrary, arbitrarily and capriciously denied any relief to the Petitioner.

29. The Hearing Officer provided neither findings of fact nor the evidence upon which her decision was based. Instead, the decision leaves wholly blank the section that a Hearing Officer would typically fill out with findings of fact used to support their conclusion.

30. An Article 78 proceeding is used to address instances where a judicial hearing officer reaches a determination that is "affected by an error of law," "arbitrary and capricious," or "an abuse of discretion" (CPLR 7803).

31. By holding Petitioner's case as disqualified, against the entirety of the evidence, and failing to provide any underlying findings of fact for her decision, the SCAR Hearing Officer acted without rational basis, without any degree of substantial evidence, in an abuse of her discretion, arbitrarily and capriciously, and in error of law, specifically RPTL §733[4], and the

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holdings in *Carvalho* (supra), *Pacini* (supra), and *Elmhurst* (supra).

WHEREFORE, your Petitioner prays that an Order be granted, pursuant to CPLR Article 78 annulling, vacating, and setting aside the decision of the Hearing Officer, remanding this matter for a trial de novo with a new Hearing Officer, and awarding Petitioner filing fees, costs, and disbursements, and such other relief as may be just and proper.

Dated: January 27, 2021

Respectfully submitted,

ANDREW Z. LEPORE, ESQ.
WOLFGANG & WEINMANN
Attorneys for Petitioner
69 Delaware Avenue, Suite 707
Buffalo, New York 14202
(716) 855-0600

Attachment: DOC032621-03262021100426 (COM-2021-43 : Verified Petition: Won Y. Shin Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 23117 **RESOLUTION 2021-339** **ADOPTED**

Recarpet in the Councilmembers' Chambers

Suspension to Town Board Agenda Item April 5, 2021

TO: **Amherst Town Board**
FROM: **Rick Lennox, Building Maintenance**
DATE: **April 5, 2021**
RE: **Recarpet in the Councilmembers' Chambers**

The attached paperwork is to complete the recarpeting project in the Councilmembers' Chambers. CRS #2516.

Building Maintenance is asking the Town Board to approve the final phase of installation of the new carpet.

4/5/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and unanimously approved 5-0.

FINANCIAL IMPACT:

$12,387.42 A1620-2150

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

Attachment: SUSPENSION BLDG Maint CM Chambers Fairway Floor Covering Inc. 20210405 (RES-2021-339 : Recarpet in the Councilmembers'

Flooring Project Quote Form

Date: 3/15/2021

Contractor name:	

Facility Name: TOWN OF AMHERST
Address: 5583 MAIN STREET WILLIAMSVILLE NY 14221
Contact name: RICK LENNOX
Contact phone #: 631-7109
COUNCIL CHAMBERS

FAIRWAY FLOOR COVERING INC
NYS CONTRACT PC #67775
Contact name: JOE PANTANO
Contact phone # 842-3131
Contact email jpantano@fairwayfloorcovering.com

Materials			
Item	Quantity	Unit cost	Extended Amount
MOHAWK ARTIST II MODULAR TILE STYLE: BT380	265	24.76	6561.40
COLOR 862 ECUADOR			
M004 PRESSURE SENSITIVE ADHESIVE 4GALLON BUCKET	3	97.41	292.23
Total material cost			$6,853.63

Labor					
Item	Quantity	Quoted Unit price	Not to exceed unit price (for reference)	Extended Amount	Man hours to complete task
CARPET REMOVALS	255	4.52	6.10	1152.60	
CARPET DISPOSAL	255	1.20	1.62	306.00	
MINOR FLOOR PREP 1/8" SKIM COAT	2295	0.25	2.85	573.75	
CARPET TILE INSTALLATION	255	9.04	12.20	2305.20	
FURNISH AND INSTALL ROPPE 4" BASE COLOR TBD	240	3.91	5.28	938.40	
CARPET TRANSITION INSTALLATION	12	4.82	6.51	57.84	
		Total labor cost		$5,333.79	

Total Material cost	6853.63
Total labor cost	5333.79
Total shipping cost	200.00
Total Project cost	$12,387.42

Total number of labor hours for the project:
Total prevailing rate (including supplemental:
PRC# 2021002805 (provided by Authorized User)

SUBMITTED BY:
JOSEPH J. PANTANO

FAIRWAY FLOOR COVERING
PROJECT MANAGER

Attachment: SUSPENSION BLDG Maint CM Chambers Fairway Floor Covering Inc. 20210405 (RES-2021-339 : Recarpet in the Councilmembers'

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: SUSPENSION BLDG Maint CM Chambers Fairway Floor Covering Inc. 20210405 (RES-2021-339 : Recarpet in the Councilmembers'

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.

Agreement to and Accepted by:

Fairway Floor Covering Inc.
Print Name of Company

By: _____
Signature

David W Dessing
Printed name

Date: 3-16-21

Agreement to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: SUSPENSION BLDG Maint CM Chambers Fairway Floor Covering Inc. 20210405 (RES-2021-339 : Recarpet in the Councilmembers'

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: Fairway Floor Covering Inc

Signature: _____

Print Name: David W Dussing

Title: President

Date: 3-16-21

KELLY KOCH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KO6392361
Qualified in Erie County
My Commission Expires 05-28-2023

Sworn To Before Me This
16 Day of March, 2021

_____
Notary Public

Revised 4.2017

Attachment: SUSPENSION BLDG Maint CM Chambers Fairway Floor Covering Inc. 20210405 (RES-2021-339 : Recarpet in the Councilmembers'

FAIRW-1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
716-662-2121
Litwin Castle Insurance Agency
4955 Chestnut Ridge Road
Orchard Park, NY 14127

CONTACT NAME: JoAnn N. Litwin
PHONE (A/C, No, Ext): 716-662-2121
FAX (A/C, No): 716-662-1733
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance Company	113
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fairway Floor Covering Inc
55 Gates LLC
55 N Gates Avenue
Lackawanna, NY 14218

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		Q27-5120235	03/01/2021	03/01/2022	EACH OCCURRENCE	$ 1,000,00
	X Business Owners						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,00
	X Contractual						MED EXP (Any one person)	$ 5,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,00
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,00
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,00
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,00
	X ANY AUTO			Q03-5130686	03/01/2021	03/01/2022	BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,00
	EXCESS LIAB CLAIMS-MADE	X		Q27-5170141	03/01/2021	03/01/2022	AGGREGATE	$ 5,000,00
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	INSTALLATION			Q27-5120235	03/01/2021	03/02/2022	INSTALLED & STORED	500,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE TOWN OF AMHERST IS NAMED AS AN ADDITONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Attachment: SUSPENSION BLDG Maint CM Chambers Fairway Floor Covering Inc. 20210405 (RES-2021-339 : Recarpet in the Councilmembers'

NYSIF
New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 161597369

HAMOND SAFETY MANAGEMENT LLC
6800 JERICHO TURNPIKE
SUITE 105W
SYOSSET NY 11791

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
FAIRWAY FLOOR COVERING INC 55 NORTH GATES AVE LACKAWANNA NY 14218	TOWN OF AMHERST 5583 MAIN STREET AMHERST NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G 2051 834-6	826573	01/01/2021 TO 01/01/2022	12/08/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2051 834-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 246710891

0000000000008845154 8

Attachment: SUSPENSION BLDG Maint CM Chambers Fairway Floor Covering Inc. 20210405 (RES-2021-339 : Recarpet in the Councilmembers'

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)
FAIRWAY FLOOR COVERING INC

55 NORTH GATES AVENUE
BUFFALO, NY 14218

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-646-6870

1c. Federal Employer Identification Number of Insured or Social Security Number
161597369

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL177149

3c. Policy effective period
02/01/2021 to 01/31/2022

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/30/2021 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

DB-120.1 (10-17)

Attachment: SUSPENSION BLDG Maint CM Chambers Fairway Floor Covering Inc. 20210405 (RES-2021-339 : Recarpet in the Councilmembers'

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 23118 **RESOLUTION 2021-340** **ADOPTED**

2021 CIP YR-10A Amendment – Golf Course Maintenance Equipment

Suspension to Town Board Agenda Item April 5, 2021

TO: **Amherst Town Board**
FROM: **Lynda L. Juul, Director of Finance**
DATE: **April 5, 2021**
RE: **2021 CIP YR-10A Amendment - Golf Course Maintenance Equipment**

Please consider the following amendment to the 2021 CIP, which will add project YR-10A and allow for the purchase of golf course maintenance equipment. The Town does not currently own any equipment, as the vendor who had the previous license agreement for the golf courses supplied the equipment. The contract with the new vendor (Indigo/Antares) is a management agreement, not a license agreement, under which the Town is responsible for providing equipment. A bond resolution will be placed on the April 19, 2021 Town Board agenda.

2021 CIP	Original Amt.	Amended Amt.
YR-10A Golf Course Maintenance Equipment	$0	$400,000 LA

Equipment purchase includes all items necessary to maintain the golf courses, such as fairways and greens mowers, ProGator, Turf Gators, roller, bunker rake, tractor, top-dresser, spreader, sod-cutter and seeder, as well as various other items.

4/5/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

.

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

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 23119 **RESOLUTION 2021-341** **ADOPTED**

Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car - CRS #2541

Suspension to Town Board Agenda Item April 5, 2021

TO: **Amherst Town Board**
FROM: **Lynda L. Juul, Director of Finance**
DATE: **April 5, 2021**
RE: **Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car - CRS #2541**

WHEREAS, the Town does not currently own golf carts, and carts are needed immediately for use at the Audubon Golf Course and Par 3, along with a range car and utility car; and

WHEREAS, lease proposals have been submitted by Club Car for the lease of sixty (60) 2021 Tempo Gas Cars, one (1) 2021 Carry All 300 Gas Range Car and one (1) 2021 Carry All 300 Gas Utility Car;

NOW, THEREFORE, BE IT RESOLVED, the attached lease delivery agreements with Club Car (CRS #2538 and CRS #2541) are hereby approved for a term of 64 months; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign said agreements; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the contract routing system, as the equipment is needed as soon as possible.

4/5/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Szukala and unanimously approved 5-0.

FINANCIAL IMPACT:

.

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

Amherst Audubon
Amherst, NY

March 16, 2021
Presented by: Heather Keranko



Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)



March 16, 2021

Dear Chris,

On behalf of Club Car, thank you for the opportunity to present this proposal for new golf cars. We lool forward to discussing this proposal to ensure that it addresses the needs of the club and provides the solution your facility is seeking.

This year, we are excited to introduce our **Tempo Connect** golf car equipped with **Visage Flee Management and Shark Experience**, a new in-car entertainment system developed exclusively with the Greg Norman Company and Verizon. With car and course controls for you and your staff, plus touchscreen entertainment for golfers, it's taking golf into a new era.

In addition to the new Tempo Connect golf car, Cub Car is excited to also introduce **Tempo Walk** the stylish hands-free golf caddie unit that makes walking the course pleasant and easier than other push carts. It offers state-of-the-art wireless technology including GPS yardage and hands-free remote contro to maneuver easily around the course.

Constructed with a durable aluminum frame, Tempo Walk contains a lithium ion battery which holds a 36 hole charge. It moves up to seven mph and weighs 95 pounds. Additional technology features include a USB port and touchscreen tablet with GPS yardage. Traditional golf car offerings – a cup holder, cooler divot repair and sand bottle, are also included. With a compact frame size, four Tempo Walk golf caddies can fit into the space of one golf car, another benefit for course operators.

Club Car takes pride in not only our products, but also our commitment to customer service and satisfaction. It is this combination of uncompromising quality, reliability and service that has made Club Car one of the most respected companies in the golf industry for more than 50 years and a valued partner with thousands of facilities around the world.

If you have questions about any aspect of this proposal or if you would like to discuss additional ways we might meet your needs, please call me:(412) 235-8073 or send an e-mail to heather.keranko@irco.com
I look forward to serving you.

Respectfully,

Heather Keranko
Territory Manager – Club Car, LLC

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

Club Car

PROPOSAL

Ingersoll Rand and Industry Partners

Club Car Golf Cars	No. 1 Worldwide
THERMO KING Transport Refrigeration	No. 1 Worldwide
TRANE HVAC Equipment	No. 1 North America No. 2 Worldwide
Ingersoll Rand Air Compressors and Air Tools	No. 1 North America

Golf Partnerships

Club Car honors the game in its service to customers and support of the golf industry

Club Car PGA

Official Golf Car of The PGA of America

VGM CLUB Since 1994

U.S. Kids Golf EQUIPMENT • INSTRUCTION • COMPETITION

NATIONAL CLUB ASSOCIATION Advocacy | Insight | Govern

GCSAA

NGCOA National Golf Course Owners Association Canada

How Do These Partnerships Benefit You?

- Club Car sponsors PGA section events, educational seminars and local chapters to grow the game of golf.
- If you are a member of VGM, ask about rebates on golf car fleets.
- If you involved with US Kids, Club Car funds the coaches to educate the future of golf.

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

Club Car

PROPOSAL



TEMPO AND TEMPO 4 FUN

Built with proven engineering, industry-leading durability, and reliable comfort, the new Tempo™ and Tempo™ 4Fun vehicles showcase the best that Club Car has to offer.

When equipped with web-based connected technology designed to entertain golfers and support course management, a Tempo fleet offers a key competitive edge—and gives you the flexibility to monitor your operation from anywhere.

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

PROPOSAL

Date: March 16, 2021
Quantity of Golf Cars: 60
Type of Golf Car: 2021 Tempo Gas

Description:

- 14 HP Kohler Command PRO EFI engine
- Premium tread 4-ply tires and Tempo wheel covers
- Domed number decals (both sides of car)
- Hinged fold down windshield
- Deluxe info holder
- Scuff guards, molded in
- Sweater basket
- Choice of standard body color
- Choice of canopy color
- Choice of seat color

Additional Accessories Added:

- Dual USB Port

Included at No Additional Cost:

- Freight and Prepping



Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

PROPOSAL

Golf Car Lease Payment Option

Number of Cars	Type of Car	Lease Term	Payment Per Month	Total Monthly Payment	Purchas Price
60	2021 Tempo Gas	52 months	$99.72	$5,983.20	N/A
60	2021 Tempo Gas	64 months	$86.24	$5,174.40	N/A

52 month or 64 month lease option. Six payments per year, May – October. First payment on the new fleet be due **(30)** days after delivery and (60) 2021 Tempo Gas golf cars will approximately be delivered in June 2021. No applicable taxes are included.

Golf Car Finance Payment Option

Number of Cars	Type of Car	Lease Term	Payment Per Month	Total Monthly Payment	Purchas Price
60	2021 Tempo Gas	52 months	$180.58	$10,834.80	N/A
60	2021 Tempo Gas	64 months	$151.27	$9,076.20	N/A

52 month or 64 month finance option, which means after the finance commences, the golf cars are owned b Amherst Audubon Golf Course. Six payments per year, May – October. First payment on the new fleet will due **(30)** days after delivery and (60) 2021 Tempo Gas golf cars will approximately be delivered in June 202 No applicable taxes are included.

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

PROPOSAL

Special Considerations

Provided that Amherst Audubon Golf Course is in full compliance with all of the terms and provisions of the proposed lease agreement, it shall have the option, at end the of the 40th month of the 52 month lease, or the end of the 52nd month of the 64 month lease, of either entering into a new lease or purchase agreement for a fleet of new Club Car® golf cars.

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)



STANDARD FEATURES - NO COST

- *Hole overview*
- *Info display*
- *Visage control center*

SPONSORED CONTENT: FLYOVERS, SCORECARD, APPROACH VIEW, AND CLOCK



VISAGE FLEET MANAGEMENT

POWER

$20 *per month*
(No charge with Car Tracking or Car Control)

- *Real time battery status*
- *On charge status*
- ***Low battery notifications***
- ***Fault code notifications***
- *Odometer*
- *Amp hours reporting*
- *Charge faults/interrupts*

CAR TRACKING

$30 *per month*

- *Real time vehicle position*
- *Pace of play reporting*
- *Vehicle drive history*
- *Find car*
- *Real time messaging*

CAR CONTROL

$30 *per month*

- *Action zone speed control*
- *Action zone messaging*
- *Fleet lockdown*
- *Geofence*
- *Cart path only*
- *Anti-tamper*
- *Set vehicle top speed*
- ***Notifications***

ADD ON

$7 *per month*

- *Tournament connect*
- *Mobile app*
- *Food & beverage (B2C)*

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

Club Car

PROPOSAL



ENHANCE THE GOLF EXPERIENCE

A new way to play golf, exercise, and experience an autonomous caddy.

Features:

- Autonomous hands-free
- Collision sensors
- Touchscreen tablet
- GPS yardages
- Real-time unit tracking
- Amenities: cooler, cup holder, USB port, divot repair seed

Technical Features:

- Four (4) units will fit in one (1) golf car space
- 95 pounds
- 24V VCD motors
- 36 holes charge
- Lithium ion batteries
- Aluminum frame
- 7 mph maximum speed



Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

Club Car

PROPOSAL







ENHANCE THE GOLF UTILITY EXPERIENCE

A new way to cover all utility needs at the golf course whether gas or electric.

Features for the Carryall Vehicles:

- Gas Engine / Motor Type: Kohler® Command PRO EFI engine
- Gas Motor Type: 48 volt DC
- Bed Load Capacity 800 lb (362.8 kg)
- Towing Capacity 1200 lb (544.3 kg)
- Speed 15-17 mph (24-27 kph)
- Gas Warranty: 3 yr/3000 hr limited powertrain/frame; 2 yr limited remaining vehicle
- Electric Warranty: 4 yr limited battery warranty; 3 yr limited powertrain/frame; 2 yr limited remaining vehicle

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

Club Car

PROPOSAL

Molded-In Body Color Options

Standard Molded Colors



Premium Molded Colors



Premium Painted Metallic Colors



Standard Seats



Solid Premium Seats



Two Tone Premium Seats



Monsoon Canopy Top Color Options



**** The Mocha Premium Molded Body Color and the Light Beige & Off-White Two Tone Premium Seats will be discontinued in January, 2019.***

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

PROPOSAL

Summary and Acceptance of Proposal

Please initial preferences and return to your Territory Manager.

Payment Details

Lease Delivery Option:

Tempo Gas Model: 52 month lease, 6 payments per year of $99.72/month/car _____

Tempo Gas Model: 64 month lease, 6 payments per year of $86.24/month/car _____X_____

Lease to Own Option:

Precedent Gas Model: 52 month lease, 6 payments per year of $180.58/month/car _____

Precedent Gas Model: 64 month lease, 6 payments per year of $151.27/month/car _____

A) Select Tempo Golf Car Color Options

- **Body Color** White___ Green ___ Platinum ___ Cashmere ___ Beige ___ Sapphire ___
- **Canopy Top Color** Beige___ White___ Black ___
- **Seat Color** Beige ___ White ___ Gray ___ Black ___
- **Club Protector Bag Cover (if applicable)** Beige___ Black___ Green ___

Customer:	Town of Amherst	Club Car/Dealer:	
Signature:		Signature:	
Title:	Supervisor	Title:	
Date:		Date:	

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

PROPOSAL

Fleet Care Service - Highlights

•Techs are factory trained and drive vans are stocked with inventory parts to complete 98%+ of repairs while on site
•Every car receives hands on service every month and any down cars are responded to within 72 hours
•Detailed scope of work that meets or exceeds the manufacturer's recommendations is performed on every car and proper documentation is recorded for each visit

Fleet Care Service – Scope of Work

•Batteries – Check condition, tighten all terminals, and water batteries.
•Tires – Check and maintain proper pressure.
•Electrical – Check connections, wiring, terminals, micro switches, resistor coils, nuts.
•Battery Charger – Check connector, breakers, and lubricate receptacle with WD-40.
•Front End – Inspect / adjust ball joints, wheel bearings, bushings, alignment, springs, and shocks.
•Lubrication – Lubricate all fittings, clevises, cables, brake components, wheel bearings, pedal shafts, and linkages.
•Differential – Check for leaks and damage to drive unit.
•Brakes – Inspect and adjust brakes, and perform brake service.

2021 Service Contract Options

	Tech Visit	Tires	Battery Charger	Front End	Lubrication	Differential	Brakes	Notes	Cost
Weekly Service	52x per year to check 25% of fleet	12x per year	12x per year	4x per year	2x per year	2x per year	2x per year	No trip charges, extend warranty	$20 / month / car
Bi-Weekly Service	26x per year to check 17% of fleet	4x per year	4x per year	2x per year	2x per year	2x per year	2x per year	No trip charges	$10 / month / car
Semi-Annual Service	2x per year	2x per year	2x per year	2x per year	2x per year	2x per year	2x per year	N/A	$35 / year / car x 2
Annual Service	1x per year	1x per year	1x per year	1x per year	1x per year	1x per year	1x per year	N/A	$40 / year / car
Water, Air, and Cursory Inspection	2x per month to complete 50% of fleet	Tires inspected and inflated to proper levels	Batteries watered and inspected	Full inspection of fleet	N/A	N/A	N/A	No trip charges	$7 / month / car

Customer: N/A _____ Club Car/Dealer: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

PROPOSAL

Terms and Conditions for Returning Vehicles or Trade-Ins

Sole Responsibility

The Golf Course agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

1. All cars must be free of all liens and encumbrances.
2. All cars must be capable of running at least 9 holes of golf.
3. All cars must be the same quantity and year model as originally evaluated.
4. All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
5. All cars must have a working charger.
6. All cars must have four serviceable tires that retain proper air pressure.
7. All cars must steer properly in all directions.
8. All batteries must be free of corrosion, and properly filled with water.

If any of the above conditions are not met by The Golf Course, Amherst Audubon Golf Course, Club Car reserves the right to withhold any and all Special Considerations stated in this agreement. Furthermore, The Golf Course agrees to pay the following charges if the below conditions are found upon Club Car's inspection of the returned cars:

1.Severely damaged or missing chargers	$ 200.00 per charger
2.Inoperable cars	$ 200.00 per car
3.Minor damage (damage to bodies, bumpers or seats)	$ 350.00 per car
4.Major damage (frame damage, wrecked cars, etc.)	$ 700.00 per car

Customer:	Town of Amherst	Club Car/Dealer:	
Signature:		Signature:	
Title:	Supervisor	Title:	
Date:		Date:	

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

PROPOSAL

Warranty

CLUB CAR® LIMITED WARRANTY FOR PRECEDENT VEHICLES

WARRANTY: CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

EXCLUSIONS: Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use improper installation of accessories (such as connecting any accessories to less than the full pack of batteries), installation of parts or accessories that are not original equipment including non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

	I2L	I2	V4
VEHICLE MAIN FRAME	LIMITED LIFETIME		
GASOLINE POWERTRAIN: Engine, transaxle, torque converter (drive and driven).	5	5	5
SUSPENSION: Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
MAJOR ELECTRONICS: Solid state speed controller and battery charger.	4	4	4
DEEP CYCLE BATTERY: 25,000 amp hours as recorded by the controller, or four years, whichever occurs first, for vehicles properly maintained using an authorized deionizer system. Otherwise, 20,000 amp hours or four years, whichever occurs first.	4	4	4
PEDAL GROUP: Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
SEATS: Seat bottom, seat back, and armrests.	4	4	4
CANOPY SYSTEM: Canopy, rear canopy supports, drainage system and Structural Accessory Module (SAM).	4	4	4
ELECTRIC POWERTRAIN: Electric motor, transaxle and MCOR.	3	3	3
GASOLINE SYSTEMS: Air intake system, exhaust system, and starter generator.	3	3	3
BODY GROUP: Beauty panels, and front and rear underbody.	3	3	3
ALL REMAINING COMPONENTS: Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

Customer: Town of Amherst

Signature: _____

Title: Supervisor

Date: _____

Club Car/Dealer: _____

Signature: _____

Title: _____

Date: _____

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

PROPOSAL

Warranty (continued)

The provisions of this limited warranty shall not apply to failure due to the following conditions:

1. Batteries

1.1 Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.

1.2 Use of water in batteries, including tap water that contains impurities. Distilled water or a properly maintained, Club Car approved battery water deionizer and filter system should be used to ensure water quality.

1.3 Abuse such as overcharging, undercharging, improper fluid levels, loose wiring and fasteners, or rusted or corroded hardware.

1.4 Use of energy management systems that do not allow a minimum of 12 hours of charge time to assure proper charging.

1.5 Use of any accessories that do not draw power off the complete 48V pack.

1.6 Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.

1.7. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.

1.8. A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle owner's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.

2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.

3. Damages caused by improper installation of the component.

4. Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.

5. Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.

6.Use of gasoline containing more than 10% ethanol. Transportation expenses for warranty services are also excluded from this warranty.

•

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY: THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

PROPOSAL

Warranty (continued)

SOLE REMEDY: CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

DISCLAIMER: THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

NO CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE VEHICLE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

HOW TO MAKE A WARRANTY CLAIM: To make a warranty claim under this limited warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of amp hours (if applicable) to an authorized CLUB CAR dealer.

For warranty-related communication, contact Warranty Services, Club Car, 4125 Washington Rd., Evans, GA 30809, USA, 706.863.3000.

WARNING: Any modification or change to the vehicle that affects the electrical system, stability or handling of the vehicle, or increases maximum vehicle speed beyond factory specifications, could result in severe personal injury or death.

Attachment: Club Car Golf Cart Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

Club Car Straight Lease - 60 Cart Fleet - 52 Month

	2021	2022	2023	2024	2025	2026	
May		$5,983.20	$5,983.20	$5,983.20	$5,983.20		
June		$5,983.20	$5,983.20	$5,983.20	$5,983.20		
July	$5,983.20	$5,983.20	$5,983.20	$5,983.20	$5,983.20		
August	$5,983.20	$5,983.20	$5,983.20	$5,983.20	$5,983.20		
September	$5,983.20	$5,983.20	$5,983.20	$5,983.20	$5,983.20		
October	$5,983.20	$5,983.20	$5,983.20	$5,983.20	$5,983.20		
TOTAL	$23,932.80	$35,899.20	$35,899.20	$35,899.20	$35,899.20	$0.00	**$167,529.**
							2,792.16 per cart breakdow

Club Car Straight Lease - 60 Cart Fleet - 64 Month

	2021	2022	2023	2024	2025	2026	
May		$5,174.40	$5,174.40	$5,174.40	$5,174.40	$5,174.40	
June		$5,174.40	$5,174.40	$5,174.40	$5,174.40	$5,174.40	
July	$5,174.40	$5,174.40	$5,174.40	$5,174.40	$5,174.40	$5,174.40	
August	$5,174.40	$5,174.40	$5,174.40	$5,174.40	$5,174.40	$5,174.40	
September	$5,174.40	$5,174.40	$5,174.40	$5,174.40	$5,174.40	$5,174.40	
October	$5,174.40	$5,174.40	$5,174.40	$5,174.40	$5,174.40	$5,174.40	
TOTAL	$20,697.60	$31,046.40	$31,046.40	$31,046.40	$31,046.40	$31,046.40	**$175,929.**
							2,932.16 per cart breakdow

Club Car Straight Lease - Range and Utility - 52 Month

	2021	2022	2023	2024	2025	2026	
May		$624.75	$624.75	$624.75	$624.75		
June		$624.75	$624.75	$624.75	$624.75		
July	$624.75	$624.75	$624.75	$624.75	$624.75		
August	$624.75	$624.75	$624.75	$624.75	$624.75		
September	$624.75	$624.75	$624.75	$624.75	$624.75		
October	$624.75	$624.75	$624.75	$624.75	$624.75		
TOTAL	$2,499.00	$3,748.50	$3,748.50	$3,748.50	$3,748.50	$0.00	**$17,493.**

Club Car Straight Lease - Range and Utility - 64 Month

	2021	2022	2023	2024	2025	2026	
May		$545.59	$545.59	$545.59	$545.59	$545.59	
June		$545.59	$545.59	$545.59	$545.59	$545.59	
July	$545.59	$545.59	$545.59	$545.59	$545.59	$545.59	
August	$545.59	$545.59	$545.59	$545.59	$545.59	$545.59	
September	$545.59	$545.59	$545.59	$545.59	$545.59	$545.59	
October	$545.59	$545.59	$545.59	$545.59	$545.59	$545.59	
TOTAL	$2,182.36	$3,273.54	$3,273.54	$3,273.54	$3,273.54	$3,273.54	**$18,550.**

Attachment: Club Car Lease Payment Schedule (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -)

Amherst Audubon

Amherst, NY

March 18, 2021

Presented by: Heather Keranko



Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -



March 18, 2021

Dear Chris,

On behalf of Club Car, thank you for the opportunity to present this proposal for new golf cars. We lool forward to discussing this proposal to ensure that it addresses the needs of the club and provides the solution your facility is seeking.

This year, we are excited to introduce our **Tempo Connect** golf car equipped with **Visage Flee Management and Shark Experience**, a new in-car entertainment system developed exclusively with the Greg Norman Company and Verizon. With car and course controls for you and your staff, plus touchscreen entertainment for golfers, it's taking golf into a new era.

In addition to the new Tempo Connect golf car, Cub Car is excited to also introduce **Tempo Walk** the stylish hands-free golf caddie unit that makes walking the course pleasant and easier than other push carts. It offers state-of-the-art wireless technology including GPS yardage and hands-free remote contro to maneuver easily around the course.

Constructed with a durable aluminum frame, Tempo Walk contains a lithium ion battery which holds a 36 hole charge. It moves up to seven mph and weighs 95 pounds. Additional technology features include a USB port and touchscreen tablet with GPS yardage. Traditional golf car offerings – a cup holder, cooler divot repair and sand bottle, are also included. With a compact frame size, four Tempo Walk golf caddies can fit into the space of one golf car, another benefit for course operators.

Club Car takes pride in not only our products, but also our commitment to customer service and satisfaction. It is this combination of uncompromising quality, reliability and service that has made Club Car one of the most respected companies in the golf industry for more than 50 years and a valued partner with thousands of facilities around the world.

If you have questions about any aspect of this proposal or if you would like to discuss additional ways we might meet your needs, please call me:(412) 235-8073 or send an e-mail to heather.keranko@irco.com
I look forward to serving you.

Respectfully,

Heather Keranko
Territory Manager – Club Car, LLC

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

Club Car

PROPOSAL

Ingersoll Rand and Industry Partners

Club Car Golf Cars	No. 1 Worldwide
THERMO KING Transport Refrigeration	No. 1 Worldwide
TRANE HVAC Equipment	No. 1 North America No. 2 Worldwide
Ingersoll Rand Air Compressors and Air Tools	No. 1 North America

Golf Partnerships

Club Car honors the game in its service to customers and support of the golf industry

Club Car PGA

Official Golf Car of The PGA of America

VGM CLUB Since 1994

U.S. Kids Golf EQUIPMENT • INSTRUCTION • COMPETITION

NATIONAL CLUB ASSOCIATIC

Advocacy | Insight | Governa

GCSAA

NGCOA National Golf Course Owners Association Canada

How Do These Partnerships Benefit You?

- Club Car sponsors PGA section events, educational seminars and local chapters to grow the game of golf.
- If you are a member of VGM, ask about rebates on golf car fleets.
- If you involved with US Kids, Club Car funds the coaches to educate the future of golf.

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

Club Car

PROPOSAL



TEMPO AND TEMPO 4 FUN

Built with proven engineering, industry-leading durability, and reliable comfort, the new Tempo™ and Tempo™ 4Fun vehicles showcase the best that Club Car has to offer.

When equipped with web-based connected technology designed to entertain golfers and support course management, a Tempo fleet offers a key competitive edge—and gives you the flexibility to monitor your operation from anywhere.

Club Car

PROPOSAL

Date: March 18, 2021
Quantity of Golf Cars: 1
Type of Golf Car: 2021 Carry All 300 Gas Range Car

Description:

- 14 HP Kohler Command PRO EFI engine
- Premium tread 6-ply rated tires
- Halogen headlights
- Transaxle with limited slip differential
- Tailgate tether
- Range cab
- Range picker adapter kit (picker mount, brushguard, and headlight guard)
- Heavy duty front suspension
- Choice of standard body color
- Choice of canopy color
- Choice of seat color

Additional Accessories Added:

Included at No Additional Cost:

- Freight and Prepping



Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

Club Car

PROPOSAL

Date: March 18, 2021
Quantity of Golf Cars: 1
Type of Golf Car: 2021 Carry All 300 Gas Car

Description:

- 14 HP Kohler Command PRO EFI engine
- Premium tread 6-ply rated tires
- Halogen headlights
- Standard transaxle
- Tailgate tether
- Turf package (heavy duty brushguard, heavy duty trailer hitch, and differential guard)
- Choice of standard body color
- Choice of seat color

Additional Accessories Added:

Included at No Additional Cost:

- Freight and Prepping



Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

Club Car

PROPOSAL

Carry All 300 Range Lease Payment Option

Number of Cars	Type of Car	Lease Term	Payment Per Month	Total Monthly Payment	Purchas Price
1	2021 Carry All 300 Range	52 months	$355.41	$355.41	N/A
1	2021 Carry All 300 Range	64 months	$308.80	$308.80	N/A

52 month or 64 month lease option. Six payments per year, May – October. First payment on the new fleet be due **(30)** days after delivery and (1) 2021 Carry All 300 Gas Range car will approximately be delivered in June 2021. No applicable taxes are included.

Carry All 300 Range Finance Payment Option

Number of Cars	Type of Car	Lease Term	Payment Per Month	Total Monthly Payment	Purchas Price
1	2021 Carry All 300 Range	52 months	$432.66	$432.66	N/A
1	2021 Carry All 300 Range	64 months	$362.43	$362.43	N/A

52 month or 64 month finance option, which means after the finance commences, the golf cars are owned b Amherst Audubon Golf Course. Six payments per year, May – October. First payment on the new fleet will due **(30)** days after delivery and (1) 2021 Carry All 300 Gas Range car will approximately be delivered in Ju 2021. No applicable taxes are included.

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

Club Car

PROPOSAL

Carry All 300 Gas Lease Payment Option

Number of Cars	Type of Car	Lease Term	Payment Per Month	Total Monthly Payment	Purchas Price
1	2021 Carry All 300 Gas	52 months	$269.34	$269.34	N/A
1	2021 Carry All 300 Gas	64 months	$236.79	$236.79	N/A

52 month or 64 month lease option. Six payments per year, May – October. First payment on the new fleet be due **(30)** days after delivery and (2) 2021 Carry All 300 Gas car will approximately be delivered in June 2021. No applicable taxes are included.

Carry All 300 Gas Finance Payment Option

Number of Cars	Type of Car	Lease Term	Payment Per Month	Total Monthly Payment	Purchas Price
1	2021 Carry All 300 Gas	52 months	$346.12	$346.12	N/A
1	2021 Carry All 300 Gas	64 months	$289.93	$289.93	N/A

52 month or 64 month finance option, which means after the finance commences, the golf cars are owned b Amherst Audubon Golf Course. Six payments per year, May – October. First payment on the new fleet will due **(30)** days after delivery and (2) 2021 Carry All 300 Gas car will approximately be delivered in June 202 No applicable taxes are included.

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

PROPOSAL

Special Considerations

Provided that Amherst Audubon Golf Course is in full compliance with all of the terms and provisions of the proposed lease agreement, it shall have the option, at end the of the 40th month of the 52 month lease, or the end of the 52nd month of the 64 month lease, of either entering into a new lease or purchase agreement for a fleet of new Club Car® golf cars.

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -



STANDARD FEATURES - NO COST

- *Hole overview*
- *Info display*
- *Visage control center*

SPONSORED CONTENT: FLYOVERS, SCORECARD, APPROACH VIEW, AND CLOCK



VISAGE FLEET MANAGEMENT

POWER

$20 *per month*
(No charge with Car Tracking or Car Control)

- *Real time battery status*
- *On charge status*
- ***Low battery notifications***
- ***Fault code notifications***
- *Odometer*
- *Amp hours reporting*
- *Charge faults/interrupts*

CAR TRACKING

$30 *per month*

- *Real time vehicle position*
- *Pace of play reporting*
- *Vehicle drive history*
- *Find car*
- *Real time messaging*

CAR CONTROL

$30 *per month*

- *Action zone speed control*
- *Action zone messaging*
- *Fleet lockdown*
- *Geofence*
- *Cart path only*
- *Anti-tamper*
- *Set vehicle top speed*
- ***Notifications***

ADD ON

$7 *per month*

- *Tournament connect*
- *Mobile app*
- *Food & beverage (B2C)*

Club Car

PROPOSAL



ENHANCE THE GOLF EXPERIENCE

A new way to play golf, exercise, and experience an autonomous caddy.

Features:

- Autonomous hands-free
- Collision sensors
- Touchscreen tablet
- GPS yardages
- Real-time unit tracking
- Amenities: cooler, cup holder, USB port, divot repair seed

Technical Features:

- Four (4) units will fit in one (1) golf car space
- 95 pounds
- 24V VCD motors
- 36 holes charge
- Lithium ion batteries
- Aluminum frame
- 7 mph maximum speed



Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

Club Car

PROPOSAL







ENHANCE THE GOLF UTILITY EXPERIENCE

A new way to cover all utility needs at the golf course whether gas or electric.

Features for the Carryall Vehicles:

- Gas Engine / Motor Type: Kohler® Command PRO EFI engine
- Gas Motor Type: 48 volt DC
- Bed Load Capacity 800 lb (362.8 kg)
- Towing Capacity 1200 lb (544.3 kg)
- Speed 15-17 mph (24-27 kph)
- Gas Warranty: 3 yr/3000 hr limited powertrain/frame; 2 yr limited remaining vehicle
- Electric Warranty: 4 yr limited battery warranty; 3 yr limited powertrain/frame; 2 yr limited remaining vehicle

Club Car

PROPOSAL

Molded-In Body Color Options

Standard Molded Colors



Premium Molded Colors



Premium Painted Metallic Colors



Standard Seats



Solid Premium Seats



Two Tone Premium Seats



Monsoon Canopy Top Color Options



**** The Mocha Premium Molded Body Color and the Light Beige & Off-White Two Tone Premium Seats will be discontinued in January, 2019.***

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

PROPOSAL

Summary and Acceptance of Proposal

Please initial preferences and return to your Territory Manager.

Payment Details

Lease Delivery Option:

Carry All 300 Range Model: 52 month lease, 6 payments per year of $355.41/month/car _____

Carry All 300 Range Model: 64 month lease, 6 payments per year of $308.80/month/car _____X__

Lease to Own Option:

Carry All 300 Range Model: 52 month lease, 6 payments per year of $432.66/month/car _____

Carry All 300 Range Model: 64 month lease, 6 payments per year of $362.43/month/car _____

A) Select Carry All 300 Range Car Color Options

- **Body Color** White___ Dark Green ___ Dark Gray ___ Bright Blue ___
- **Seat Color** Gray ___

Customer:	Town of Amherst	Club Car/Dealer:	
Signature:		Signature:	
Title:	Supervisor	Title:	
Date:		Date:	

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -



Summary and Acceptance of Proposal

Please initial preferences and return to your Territory Manager.

Payment Details

Lease Delivery Option:

Carry All 300 Gas Model: 52 month lease, 6 payments per year of $269.34/month/car _____

Carry All 300 Gas Model: 64 month lease, 6 payments per year of $236.79/month/car _____**X**__

Lease to Own Option:

Carry All 300 Gas Model: 52 month lease, 6 payments per year of $346.12/month/car _____

Carry All 300 Gas Model: 64 month lease, 6 payments per year of $289.93/month/car _____

A) Select Carry All 300 Gas Car Color Options

- **Body Color** White___ Dark Green ___ Dark Gray ___ Bright Blue ___
- **Seat Color** Gray ___

Customer:	Town of Amherst	Club Car/Dealer:	
Signature:		Signature:	
Title:	Supervisor	Title:	
Date:		Date:	

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

PROPOSAL

Fleet Care Service - Highlights

•Techs are factory trained and drive vans are stocked with inventory parts to complete 98%+ of repairs while on site
•Every car receives hands on service every month and any down cars are responded to within 72 hours
•Detailed scope of work that meets or exceeds the manufacturer's recommendations is performed on every car and proper documentation is recorded for each visit

Fleet Care Service – Scope of Work

•Batteries – Check condition, tighten all terminals, and water batteries.
•Tires – Check and maintain proper pressure.
•Electrical – Check connections, wiring, terminals, micro switches, resistor coils, nuts.
•Battery Charger – Check connector, breakers, and lubricate receptacle with WD-40.
•Front End – Inspect / adjust ball joints, wheel bearings, bushings, alignment, springs, and shocks.
•Lubrication – Lubricate all fittings, clevises, cables, brake components, wheel bearings, pedal shafts, and linkages.
•Differential – Check for leaks and damage to drive unit.
•Brakes – Inspect and adjust brakes, and perform brake service.

2021 Service Contract Options

	Tech Visit	Tires	Battery Charger	Front End	Lubrication	Differential	Brakes	Notes	Cost
Weekly Service	52x per year to check 25% of fleet	12x per year	12x per year	4x per year	2x per year	2x per year	2x per year	No trip charges, extend warranty	$20 / month / car
Bi-Weekly Service	26x per year to check 17% of fleet	4x per year	4x per year	2x per year	2x per year	2x per year	2x per year	No trip charges	$10 / month / car
Semi-Annual Service	2x per year	2x per year	2x per year	2x per year	2x per year	2x per year	2x per year	N/A	$35 / year / car x 2
Annual Service	1x per year	1x per year	1x per year	1x per year	1x per year	1x per year	1x per year	N/A	$40 / year / car
Water, Air, and Cursory Inspection	2x per month to complete 50% of fleet	Tires inspected and inflated to proper levels	Batteries watered and inspected	Full inspection of fleet	N/A	N/A	N/A	No trip charges	$7 / month / car

Customer: N/A

Signature: _____

Title: _____

Date: _____

Club Car/Dealer: _____

Signature: _____

Title: _____

Date: _____

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

PROPOSAL

Terms and Conditions for Returning Vehicles or Trade-Ins

Sole Responsibility

The Golf Course agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

1. All cars must be free of all liens and encumbrances.
2. All cars must be capable of running at least 9 holes of golf.
3. All cars must be the same quantity and year model as originally evaluated.
4. All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
5. All cars must have a working charger.
6. All cars must have four serviceable tires that retain proper air pressure.
7. All cars must steer properly in all directions.
8. All batteries must be free of corrosion, and properly filled with water.

If any of the above conditions are not met by The Golf Course, Amherst Audubon Golf Course, Club Car reserves the right to withhold any and all Special Considerations stated in this agreement. Furthermore, The Golf Course agrees to pay the following charges if the below conditions are found upon Club Car's inspection of the returned cars:

1.Severely damaged or missing chargers	$ 200.00 per charger
2.Inoperable cars	$ 200.00 per car
3.Minor damage (damage to bodies, bumpers or seats)	$ 350.00 per car
4.Major damage (frame damage, wrecked cars, etc.)	$ 700.00 per car

Customer:	Town of Amherst	Club Car/Dealer:	
Signature:		Signature:	
Title:	Supervisor	Title:	
Date:		Date:	

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

PROPOSAL

Warranty

CLUB CAR® LIMITED WARRANTY FOR PRECEDENT VEHICLES

WARRANTY: CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

EXCLUSIONS: Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use improper installation of accessories (such as connecting any accessories to less than the full pack of batteries), installation of parts or accessories that are not original equipment including non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

	I2L	I2	V4
VEHICLE MAIN FRAME	LIMITED LIFETIME		
GASOLINE POWERTRAIN: Engine, transaxle, torque converter (drive and driven).	5	5	5
SUSPENSION: Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
MAJOR ELECTRONICS: Solid state speed controller and battery charger.	4	4	4
DEEP CYCLE BATTERY: 25,000 amp hours as recorded by the controller, or four years, whichever occurs first, for vehicles properly maintained using an authorized deionizer system. Otherwise, 20,000 amp hours or four years, whichever occurs first.	4	4	4
PEDAL GROUP: Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
SEATS: Seat bottom, seat back, and armrests.	4	4	4
CANOPY SYSTEM: Canopy, rear canopy supports, drainage system and Structural Accessory Module (SAM).	4	4	4
ELECTRIC POWERTRAIN: Electric motor, transaxle and MCOR.	3	3	3
GASOLINE SYSTEMS: Air intake system, exhaust system, and starter generator.	3	3	3
BODY GROUP: Beauty panels, and front and rear underbody.	3	3	3
ALL REMAINING COMPONENTS: Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

Customer: Town of Amherst

Signature: _____

Title: Supervisor

Date: _____

Club Car/Dealer: _____

Signature: _____

Title: _____

Date: _____

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

PROPOSAL

Warranty (continued)

The provisions of this limited warranty shall not apply to failure due to the following conditions:

1. Batteries

1.1 Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.

1.2 Use of water in batteries, including tap water that contains impurities. Distilled water or a properly maintained, Club Car approved battery water deionizer and filter system should be used to ensure water quality.

1.3 Abuse such as overcharging, undercharging, improper fluid levels, loose wiring and fasteners, or rusted or corroded hardware.

1.4 Use of energy management systems that do not allow a minimum of 12 hours of charge time to assure proper charging.

1.5 Use of any accessories that do not draw power off the complete 48V pack.

1.6 Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.

1.7. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.

1.8. A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle owner's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.

2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.

3. Damages caused by improper installation of the component.

4. Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.

5. Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.

6.Use of gasoline containing more than 10% ethanol. Transportation expenses for warranty services are also excluded from this warranty.

•

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY: THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -



Warranty (continued)

SOLE REMEDY: CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

DISCLAIMER: THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

NO CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE VEHICLE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

HOW TO MAKE A WARRANTY CLAIM: To make a warranty claim under this limited warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of amp hours (if applicable) to an authorized CLUB CAR dealer.

For warranty-related communication, contact Warranty Services, Club Car, 4125 Washington Rd., Evans, GA 30809, USA, 706.863.3000.

WARNING: Any modification or change to the vehicle that affects the electrical system, stability or handling of the vehicle, or increases maximum vehicle speed beyond factory specifications, could result in severe personal injury or death.

Attachment: Club Car Range & Utility Car Lease Contract (RES-2021-341 : Lease of Golf Carts - CRS #2538; Lease of Range Car and Utility Car -

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 23120 **RESOLUTION 2021-342** **ADOPTED**

Acceptance of Notice of Award

Suspension to Town Board Agenda Item April 5, 2021

TO: **Amherst Town Board**
FROM: **Mary-Diana Pouli, Executive Director, Youth and Recreation**
DATE: **April 5, 2021**
RE: **Acceptance of Notice of Award**

Authorize the Town of Amherst to accept a Notice of Award (CRS #2525) from the United States Department of Health and Human Services in the amount of $207,802.00 to be used by the Amherst Task Force for Healthy Community*Healthy Youth for the provision of substance abuse prevention activities in the town.

4/5/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 1 NH28CE003025-01-00
FAIN# NH28CE003025
Federal Award Date: 12/10/2020

Recipient Information

1. Recipient Name

TOWN OF AMHERST
5583 Main St
AMHERST YOUTH AND RECREATION DEPARTMENT
Williamsville, NY 14221-5488

2. Congressional District of Recipient
26

3. Payment System Identifier (ID)
1166002157A1

4. Employer Identification Number (EIN)
166002157

5. Data Universal Numbering System (DUNS)
029491128

6. Recipient's Unique Entity Identifier

7. Project Director or Principal Investigator

MARY-DIANA POULI
MPOULI@AMHERST.NY.US
716-631-7132

8. Authorized Official

Mr. Brian Kulpa
Town Supervisor
bkulpa@amherst.ny.us
7166317302

Federal Agency Information
CDC Office of Financial Resources

9. Awarding Agency Contact Information

Mrs. Nadirah Watson
Grants Management Specialist
kog8@cdc.gov
404-498-3029

10.Program Official Contact Information

Taynel Albarran
Public Health Advisor
qky9@cdc.gov
404-498-2093

Federal Award Information

11. Award Number
1 NH28CE003025-01-00

12. Unique Federal Award Identification Number (FAIN)
NH28CE003025

13. Statutory Authority
[AWARD AUTHORITY NOT DEFINED FOR CE08-801.NU50]

14. Federal Award Project Title
AMHERST TASK FORCE FOR HEALTHY COMMUNITY*HEALTHY YOUTH

15. Assistance Listing Number
93.276

16. Assistance Listing Program Title
Drug-Free Communities Support Program Grants

17. Award Action Type
New

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 12/31/2020 **- End Date** 09/29/2021	
20.	**Total Amount of Federal Funds Obligated by this Action**	$103,864.
	20a. Direct Cost Amount	$103,864.
	20b. Indirect Cost Amount	$0.
21.	Authorized Carryover	$0.
22.	Offset	$0.
23.	Total Amount of Federal Funds Obligated this budget period	$0.
24.	**Total Approved Cost Sharing or Matching, where applicable**	$103,938.
25.	**Total Federal and Non-Federal Approved this Budget Period**	$207,802.
26.	**Project Period Start Date** 12/31/2020 **- End Date** 09/29/2025	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	$207,802.

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer – Signature

Valencia Williams
Lead Grant Management Specialist

30. Remarks

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 1 NH28CE003025-01-00
FAIN# NH28CE003025
Federal Award Date: 12/10/2020

Recipient Information

Recipient Name

TOWN OF AMHERST
5583 Main St
AMHERST YOUTH AND RECREATION DEPARTMENT
Williamsville, NY 14221-5488

Congressional District of Recipient
26

Payment Account Number and Type
1166002157A1

Employer Identification Number (EIN) Data
166002157

Universal Numbering System (DUNS)
029491128

Recipient's Unique Entity Identifier
Not Available

31. Assistance Type
Cooperative Agreement

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$28,310.00
b. Fringe Benefits	$2,874.00
c. Total Personnel Costs	$31,184.00
d. Equipment	$0.00
e. Supplies	$10,200.00
f. Travel	$24,280.00
g. Construction	$0.00
h. Other	$200.00
i. Contractual	$38,000.00
j. TOTAL DIRECT COSTS	$103,864.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$103,864.00
m. Federal Share	$103,864.00
n. Non-Federal Share	$103,938.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
1-9390G6B	21NH28CE003025	CE	41.51	$103,864.00	75-21-0943

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 1 NH28CE003025-01-00
FAIN# NH28CE003025
Federal Award Date: 12/10/2020

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

AWARD ATTACHMENTS

TOWN OF AMHERST 1 NH28CE003025-01-00

1. Terms and Conditions

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at https://www.cdc.gov/grants/federalregulationspolicies/index.html, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **CDC-RFA-CE20-2003**, entitled **Drug Free Communities (DFC) Support Program-Competing Continuation**, and application dated **June 7, 2020**, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of **$103,864** is approved for the Year 6 budget period, which is **December 31, 2020 through September 29, 2021**. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third-party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Financial Assistance Mechanism: Grant

Budget Revision Requirement: By February 1, 2021 the recipient must submit a revised budget with a narrative justification based on the CDC Budget Preparation Guidelines for the following cost categories: Salaries and Wages, Fringe Benefits, Equipment, Travel, Supplies, Other, Indirect Cost and Contractual. Please contact the assigned Grants Management Specialist for further guidance and instruction.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

☒ Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

Recipients who are on Restricted Status must submit a Prior Approval and receive formal written approval from the Grants Management Officer (GMO).

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions: Restrictions that must be considered while planning the programs and writing the budget are:

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
    - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
    - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (https://www.cdc.gov/grants/additionalrequirements/ar-35.html).
- Food is **generally unallowable.** Exceptions within the DFC Support Program may include food used as a small incentive (not to exceed $3.00 per person) to encourage participation in a community-wide event. Food costs are not allowable for general coalition or subcommittee meetings.
- No more than **10 percent** of the total federal grant award may be used for **data collection and evaluation** purposes unless approved by the Project Officer and Grants Management Specialist.
- DFC grant funds **may not** be passed through by contract or any other method to another entity to conduct the programmatic work on the DFC Program. The funded grant recipient and coalition are expected to perform the substantive role and manage the efforts carried out by this grant.
- The Authorized Representative or Business Official charged with financial oversight responsibilities for the DFC grant award **must** be an employee of the recipient organization and identified in the 'Personnel' budget category. **NOTE:** The Program Director/Principal Investigator (PD/PI) and Business Official **cannot** be the same individual.
- The Program Director/Principal Investigator (PD/PI) **must** be an employee of the recipient organization, overseeing the day to day operations of the grant, and **must** be identified in the 'Personnel' budget category as either federal or non-federal.

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

- DFC grant funds **may not** be used to provide funding to community organizations through mini-grants, including one coalition funding another coalition.
- DFC grant funds **may not** be utilized for the following: law enforcement equipment, drug search detection canines or related training, drug courts, lighting, or community gardening efforts.
- DFC grant funds **may not** be used for stipends, as defined in the HHS Grants Policy Statement (GPS).
- Cost of Promotional items are **generally unallowable**. However, the exception would be for program outreach, and other specific purposes necessary to meet the requirements, goals, and objectives of the federal grant award.

Indirect Costs:

Indirect costs are not applicable to this award.

Matching Funds Requirement: The recipient must receive and expend non-Federal matching funds as required in the NOFO and the Drug-Free Communities Act. In-kind support (i.e., donations, volunteer time, etc.) may also be used to satisfy the match requirement. The table below indicates the percentage of match required for DFC grant recipients in each year of the grant.

Grant Year	Matching Requirement
1-6	100%
7-8	125%
9-10	150%

Matching is generally calculated on the basis of the federal award amount and is comprised of recipient contributions proposed to support anticipated costs of the project during a specific budget period (confirmation of the existence of funding is supplied by the recipient via their Federal Financial Report). The recipient must be able to account separately for stewardship of the federal funding and for any required matching; it is subject to monitoring, oversight, and audit. The recipient may not use matching expenditures to count toward any Maintaining State Funding requirement.

When a recipient requests a carryover of unobligated funds from prior year(s), matching funds equal to the new requirement must be on record in the CDC grant file, or the recipient must provide evidence with the carryover request.

REPORTING REQUIREMENTS

Semi-Annual Progress Reports and Core Measures Data: All DFC Recipients
Semi-Annual Progress Reports for all FY 2020 DFC Grant recipients are due on the following dates:

• February 2021(TBD)
• August 2021(TBD)

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

DFC recipients must submit their Final programmatic report through the DFC Me system (https://dfcme.ondcp.eop.gov/). For more information on the DFC Me system, please contact the DFC National Evaluation Team at dfc_evaluators@icf.com .

Core Measures Data
DFC recipients are required to provide core measures data every two years, via the DFC Me system, on the following core measures for alcohol, tobacco, marijuana, and (illicit) use of prescription drugs for three grades (6th-12th) with a recommended combination of at least one middle school grade and at least one high school grade:

1. Past 30-day use
2. Perception of risk or harm
3. Perception of parental disapproval of use
4. Perception of peer disapproval of use

Year 6 Recipients
Year 6 recipients who received continuous funding between Years 5 and 6 will remain on the core measure reporting schedule established in the first five years of DFC funding.

Year 6 recipients who have not had sequential years of DFC funding will need to speak with the DFC National Evaluation Team to determine when to report core measures. Please contact the DFC National Evaluation Team at dfc_evaluators@icf.com for more information.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
Office of Grant Services (OGS)
Office of Financial Resources (OFR)
Office of the Chief Operating Officer (OCOO)
Email: DFC_OGS@cdc.gov(Include “Mandatory Grant Disclosures” in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PROGRAM OR FUNDING GENERAL REQUIREMENTS

Drug-Free Communities(DFC) Program: The Drug-Free Communities (DFC) Support Program was established under the Drug-Free Communities Act of 1997, P.L. 105-20. The purpose of DFC funding is to address two major goals: 1) establish and strengthen collaboration among communities, public and private non-profit agencies, and Federal, state, local and tribal governments to support the efforts of community coalitions, and 2) reduce substance use among youth and, over time, among adults.

The DFC Program is funded and directed by the Office of National Drug Control Policy (ONDCP) and partners with the Centers for Disease Control and Prevention (CDC) for day-to-day management. While responsibility rests with the recipient for achieving the primary goals of the program, CDC shall monitor and provide continuing technical assistance, consultation, and coordination in the execution of the project during the funding period. You can find additional details about the support available to you as a recipient on the DFC Me (Management and Evaluation) system's Learning Center at https://dfcme.ondcp.eop.gov/.

Recipient Roles and Responsibilities: For the purposes of the DFC Program, a recipient is either a coalition that has received a grant or is an outside agent that is serving as the grant award recipient on behalf of a community coalition. The following Statutory Eligibility Requirements must be met each year while the coalition is funded by the DFC Program.

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

The Statutory Eligibility Requirements pertain to all DFC-funded coalitions. If you are the recipient for a coalition, you are responsible for ensuring all eligibility criteria are met by the coalition.

The recipient must continue to meet the Statutory Eligibility Requirements, as required by the original Funding Opportunity Announcement and the Drug-Free Communities Act during each year of funding.

- The coalition must have at least one representative from the required 12 sectors, as outlined in the NOFO and the Drug-Free Communities Act of 1997;
- The coalition must maintain meeting minutes that demonstrates it is a unique entity that has substantial involvement from its members and is working toward to the two goals of the DFC Program;
- The coalition must address multiple (more than one) drugs in its 12-Month Action Plan for each year of funding;
- The coalition must have as its principal mission the reduction of youth substance use;
- The coalition has not received 10 years of DFC funding;
- The coalition must provide data every two years on the following core measures for alcohol, tobacco, marijuana, and prescription drugs for three grades (6th-12th):
    - Past 30–day use;
    - Perception of risk or harm;
    - Perception of parental disapproval of use; and
    - Perception of peer disapproval of use
- The recipient must be an entity eligible to receive Federal funds;
- The recipient must not request more than $125,000 per year;
- The recipient must document non-Federal match as defined in the DFC Act; and
- The recipient can only be awarded one DFC grant at a time.

Other Requirements for all DFC Recipients (coalitions or outside agents)

- The recipient must continue implementing the specific goals and objectives outlined in their approved application for DFC funding;
- The recipient must develop a funding plan that ensures (1) the required match of requested Federal funds and (2) to solicit substantial financial support from non-Federal sources for sustainability purposes;
- The recipient's key personnel is the Program Director and Project Coordinator, of the DFC-funded coalition must participate in the DFC Me (Management and Evaluation) system. (https://dfcme.ondcp.eop.gov/);
- The recipient is expected to use the Strategic Prevention Framework (SPF), a five step evidence based process for community planning and decision making; and,
- The recipient must plan and implement a comprehensive 12-Month Action Plan inclusive of the Seven Strategies for Community Change.

Requirements for Recipients in Year 3 and 7

- The coalition must submit via the DFC Me system a Strategic Plan for Sustainability with the February Progress Report in Years 3 and 7 of DFC funding.

DFC Management and Evaluation (DFC Me) System

DFC Me is ONDCP's new interactive system designed to improve communication and help your coalition better manage its DFC grant requirements. DFC Me is also your one-stop shop for submitting Semi-Annual Progress Reports, sharing best practices,

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

receiving the latest program and training updates, and the ability to request technical assistance.

The Program Director and Project Coordinator of the DFC-funded coalition must participate in the DFC Me system (https://dfcme.ondcp.eop.gov/) ,so that they receive information from ONDCP DFC Staff on a regular basis. This includes submitting contact information for each of the required 12 sector representatives. Key Personnel should discuss the use of the DFC Me system with sector members chosen to represent each sector, so that they understand their role in distribution of information sent to them. Information sent to specific sectors will always be sent to the Key Personnel.

DFC-funded coalitions will receive additional information on the DFC Me system via email from their assigned DFC PO. For more information on the DFC Me system, please contact the DFC National Evaluation Team at dfc_evaluators@icf.com.

Award Expectations and Noncompliance

The eligibility and program requirements originally outlined in the NOFO must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the NOFO and related policy and guidance, as well as the certifications and assurances submitted with the award application.

Failure to meet any one of these requirements is considered non-compliance with program and grant regulations. If for any reason you do not comply with the applicable terms, conditions, rules and regulations, or deadlines for the DFC Program, your grant will be subject to the Progressive Discipline and Appeals Process. There are three progressive discipline actions that can be taken: 1) Addition of special terms or conditions, 2) Suspension, and 3) Termination.

Failure to comply with Special Terms and Conditions may also result in a financial drawdown restriction on your Payment Management System account or denial of funding in the future. Additional terms and/or conditions may also be applied to this award if outstanding financial or programmatic compliance issues are identified by Centers for Disease Control and Prevention (CDC).

Corrective Action Plan(CAP)

When requested by the DFC PO, the recipient must develop a Corrective Action Plan (CAP) and complete the approved plan within the designated timeframe designated by the DFC PO. The Corrective Action Plan must be designed to address potential or identified deficiencies in performance and/or in the conditions contributing or causing the identified unsatisfactory performance. Failure to submit a responsive CAP may result in a determination of non-compliance with program and grant regulations and the addition of special terms or conditions to the award.

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of Page 1 of the Notice of Award must be known in order to draw down funds.

CDC Staff Contacts

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

GMS Contact:

Nadirah Watson, Grants Management Specialist
Branch 5 Supporting Chronic Diseases and Injury Prevention
Office of Grant Services (OGS)
Office of Financial Resources (OFR)
Office of the Chief Operating Officer (OCOO)
Centers for Disease Control and Prevention (CDC)
Email: kog8@cdc.gov | (404)498-3029 office

Program/Project Officer: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

Programmatic Contact:
Taynel Albarran, Project Officer
Centers for Disease Control and Prevention
NCIPC/DOP/DFC
Telephone: (404)498-2093
Email: qky9@cdc.gov

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

GMO Contact:
Valencia Williams, Grants Management Officer
Branch 5 Supporting Chronic Diseases and Injury Prevention

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

Office of Grant Services (OGS)
Office of Financial Resources (OFR)
Office of the Chief Operating Officer (OCOO)
Centers for Disease Control and Prevention (CDC)
Telephone: 404-498-3260
Email: yyr1@cdc.gov

Attachment: 2525_original_contract_5721 (RES-2021-342 : Acceptance of Notice of Award)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 23121 **RESOLUTION 2021-343** **ADOPTED**

New York Army National Guard Request

Suspension to Town Board Agenda Item April 5, 2021

TO: **Amherst Town Board**
FROM: **Daniel Howard, Planning Director**
DATE: **April 5, 2021**
RE: **New York Army National Guard request**

WHEREAS, the New York Army National Guard will be conducting a Joint Domestic Emergency Response Exercise at the Amherst Fire Training Center and A.J. Jurek American Legion Post during the period of April 15-17, 2021, and

WHEREAS, the National Guard has requested the ability to park some private/light duty commercial vehicles at the North Amherst Recreation Center during this period, now,

IT IS HEREBY RESOLVED THAT the Amherst Town Board authorizes personnel participating in the Exercise to park private and commercial vehicles at the North Amherst Recreation Center Parking lot during the period from April 15 through April 17, with it being explicitly understood that the New York Army National Guard will be required to correct any damages to the parking lot so as to restore it to its prior condition. The Town hereby waives any requirement for insurance by the New York Army National Guard.

4/5/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23086 A **RESOLUTION 2021-335** **ADOPTED**

PIP 3075 - Briar Hollow Subdivision - Phase III & IV Sanitary Sewer

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $15,183.00.

Three (3) checks will be sent to the Town Clerk, one for $150.00 to be retained as a Permit Fee and one (1) in the amount of $13,955.00 which will be sent to the Comptrollers Office by the Town Clerk to be held in escrow to cover the inspection cost, and one in the amount of $1,078.00 to cover the televising cost and to be deposited in the SS District 16 account G9000-02377, also to be forwarded to the Comptrollers Office. The commencement of work under the above referenced permit is contingent upon final plat approval.

At this time we are asking for your approval of the application for PIP No. 3075.

4/5/2021
Consent

FINANCIAL IMPACT:

$15,183.00

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

March 31, 2021
AGENDA – April 5, 2021

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

RE: PUBLIC IMPROVEMENT PERMIT NO. 3075
SANITARY SEWER – BRIAR HOLLOW SUBDIVISION – PHASE III & IV
TOA JOB NO. 2015.031

Council Members:

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $15,183.00.

Three (3) checks will be sent to the Town Clerk, one for $150.00 to be retained as a Permit Fee and one (1) in the amount of $13,955.00 which will be sent to the Comptrollers Office by the Town Clerk to be held in escrow to cover the inspection cost, and one in the amount of $1,078.00 to cover the televising cost and to be deposited in the SS District 16 account G9000-02377, also to be forwarded to the Comptrollers Office. The commencement of work under the above referenced permit is contingent upon final plat approval.

At this time we are asking for your approval of the application for PIP No. 3075.

Very truly yours,

Jeffrey S. Burroughs, P.E.
Town Engineer

JSB/MAB
Attachments

CC: Daryl Bramer - Comptroller

Attachment: 3075 SS-PUBLIC (RES-2021-335 : PIP 3075 - Briar Hollow Subdivision - Phase III & IV)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23087 A **RESOLUTION 2021-336** **ADOPTED**

PIP 3076 - Briar Hollow Subdivision - Phase III & IV Waterline

Attached please find an application for a Waterline Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $12,118.50.

Two (2) checks will be sent to the Town Clerk, one for $150.00 to be retained as a Permit Fee, and one (1) in the amount of $11,968.50, which will be sent to the Comptrollers Office by the Town Clerk to be held in escrow to cover the inspection cost. The commencement of work under the above referenced permit is contingent upon final plat approval.

At this time we are asking for your approval of the application for PIP No. 3076.

4/5/2021
Consent

FINANCIAL IMPACT:

$12,118.50

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

March 31, 2021
AGENDA – April 5, 2021

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

RE: PUBLIC IMPROVEMENT PERMIT NO. 3076
WATERLINE – BRIAR HOLLOW SUBDIVISION – PHASE III & IV
TOA JOB NO. 2015.031

Council Members:

Attached please find an application for a Waterline Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $12,118.50.

Two (2) checks will be sent to the Town Clerk, one for $150.00 to be retained as a Permit Fee, and one (1) in the amount of $11,968.50, which will be sent to the Comptrollers Office by the Town Clerk to be held in escrow to cover the inspection cost. The commencement of work under the above referenced permit is contingent upon final plat approval.

At this time we are asking for your approval of the application for PIP No. 3076.

Very truly yours,

Jeffrey S. Burroughs, P.E.
Town Engineer

JSB/MAB
Attachments

CC: Daryl Bramer - Comptroller

Attachment: 3076 WL-PUBLIC (RES-2021-336 : PIP 3076 - Briar Hollow Subdivision - Phase III & IV)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23088 **RESOLUTION 2021-337** **ADOPTED**

PIP 3077 - Briar Hollow Subdivision - Phase III & IV - Storm Sewer Storm Sewer

Attached please find an application for a Storm Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $8,525.50.

We are sending three (2) checks to the Town Clerk, one for $150.00 to be retained as a Permit Fee and one in the amount of $8,375.50 which will be sent to the Comptrollers Office by the Town Clerk to be held in escrow to cover the inspection cost. The commencement of work under the above referenced permit is contingent upon final plat approval.

At this time we are asking for your approval of the application for PIP No. 3077.

4/5/2021
Consent

FINANCIAL IMPACT:

$8,525.50

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

March 31, 2021
AGENDA – April 5, 2021

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

RE: PUBLIC IMPROVEMENT PERMIT NO. 3077
STORM SEWER – BRIAR HOLLOW SUBDIVISION – PHASE III & IV
TOA JOB NO. 2015.031

Council Members:

Attached please find an application for a Storm Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $8,525.50.

We are sending three (2) checks to the Town Clerk, one for $150.00 to be retained as a Permit Fee and one in the amount of $8,375.50 which will be sent to the Comptrollers Office by the Town Clerk to be held in escrow to cover the inspection cost. The commencement of work under the above referenced permit is contingent upon final plat approval.

At this time we are asking for your approval of the application for PIP No. 3077.

Very truly yours,

Jeffrey S. Burroughs, P.E.
Town Engineer

JSB/MAB
Attachments

CC: Daryl Bramer - Comptroller

Attachment: 3077 Storm public (RES-2021-337 : PIP 3077 - Briar Hollow Subdivision - Phase III & IV - Storm Sewer)

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

Francina J. Spoth
Town Clerk

Meeting: 04/05/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23089 **RESOLUTION 2021-338** **ADOPTED**

PIP 3078 - Briar Hollow Subdivision - Phase III & IV - Paving & Curbing

Attached please find an application for a Pavement and Curbs Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $29,271.50.

We are sending two (2) checks to the Town Clerk, one for $150.00 to be retained as a Permit Fee and one in the amount of $29,121.50 which will be sent to the Comptrollers Office by the Town Clerk to be held in escrow to cover the inspection cost. The commencement of work under the above referenced permit is contingent upon final plat approval.

At this time we are asking for your approval of the application for PIP No. 3078.

4/5/2021
Consent

FINANCIAL IMPACT:

$29,271.50

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC IMPROVEMENT

Date March 30 20 21

TO THE HONORABLE TOWN BOARD:

Gentlemen: ***Town of Amherst, Erie County, N.Y.***

Application is Hereby Made for Permission to Construct

- (Pavement and Curbs) ( )
- Water Line
- Sanitary Sewer
- Storm Sewer

Estimated Cost of Improvement $ 291,215.00

DESCRIPTION OF PROPOSED PUBLIC IMPROVEMENT

Subdivision Name, Street Name(s),
Quantity, Description and Location of Improvement: **Town of Amherst Job**

Briar Hollow Subdivision, Phases 3 & 4; Corsica Way and Winterbrook Drive. Installation of 1,457 +/- LF of 26' wide asphaltic conc. pavement, 1-1/2" Top (NYSDOT 403.18) Type 7, 2-1/2" AC Binder (NYSDOT 403.13) Type 3, 4" AC Base (NYSDOT 403.12) Type 2, 11" compacted ROC stone base, and 2,843+/- LF of 24" wide type "C" curbing and one turnaround.

Supporting Data:

Consulting Engineer's Name Greenman-Pedersen, Inc.

Contractor's Name Anastasi Trucking and Paving Co. Phone 716-683-5003

Contractor's Address 4430 Walden Avenue, Lancaster, NY 14086

Maintenance (2 yr.) bond by Liberty Mutual Surety

This application must be submitted in quadruplicate along with 5 copies of construction drawings for sewers, 4 copies for paving, 7 copies for water lines, showing the extent of the improvements which will be incorporated into and made a part of this application. In the event the drawing submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined.

Work under this permit shall be started within 60 days from the date of approval thereof. Work under this permit shall be completed within 1 year from the date of approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees for this permit shall be covered by two (2) checks both made payable to the Town of Amherst; one in the amount of $150.00 and the other to cover cost of inspection as set forth by the Town Board. The latter amount contemplates construction work to be carried on during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such permit is granted he will comply with the terms thereof, the Laws of the State of New York, the Ordinances of the Town of Amherst and Regulations of the various departments of the Town and the State of New York, and that he shall notify the Engineering Department forty-eight (48) hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimated Cost of Improvement	$ 29,121.50
VIDEO INSPECTION-SANITARY		
SEWERS $ 0.50/Ft.		
TOTAL FEE		$ 29,271.50

Owner Sign Here

MJ Peterson - Airport, LLC
Please Print Name

200 John James Audubon Pkwy, Suite 300
Address

Amherst, NY 14228 Phone 688-1234
Zip

Subscribed and sworn to before me this 30th day of March 2021

TAMARA R. FOWLSTON
Notary Public, State of New York
Qualified in Erie County
My Commission Expires January 30, 2023

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and Survey Sketch and certify that they conform to Ordinances of Town of Amherst.

Town Engineer

Receipt is hereby acknowledged of the sum of $ ....., being the required fees established by the Town Board of Town of Amherst, N. Y.

Town Clerk

Public Improvement Permit No. 3078

Attachment: PIP 3078 (RES-2021-338 : PIP 3078 - Briar Hollow Subdivision - Phase III & IV - Paving & Curbing)