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, May 3, 2021 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Mark O. Rivard, Marcia A. Chase

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on May 3, 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	Remote	
Francina J. Spoth	Town of Amherst	Town Clerk	Remote	
Kathleen Cooper	Town of Amherst	Deputy Town Clerk	Remote	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Remote	
Stanley J. Sliwa	Town of Amherst	Town Attorney	Remote	
Daniel J. Ulatowski	Town of Amherst	Principal Planner	Remote	
Ellen Kost	Town of Amherst	Assistant Planning Director	Remote	
Lynda Juul	Town of Amherst	Director of Finance	Remote	
Daryl Bramer	Town of Amherst	Comptroller	Remote	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Remote	

Nicole M. Burroughs	Town of Amherst	Senior Paralegal	Remote	
Patrick G. Lucey	Town of Amherst	Highway Superintendent	Remote	
Emily Melski	Town of Amherst	Coordinator of Federal & State Aid Programs	Remote	
Brian Bray	Town of Amherst	Director of Senior Services	Remote	

V. MINUTES APPROVAL

1. Monday, April 19, 2021

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Proclamation for "May is Older Americans Month" presented by Councilmember Bucki

Proclamation for "May is Building Safety Month" presented by Deputy Supervisor Berger

The Town Board meeting may be accessed via Zoom at the following link:
https://us02web.zoom.us/j/83117209847?pwd=NmNUeTYwbytaRWE0OUdFSHhMSEdoZz09

Meeting ID: 831 1720 9847
Passcode: 918792

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.

RESULT:	**HEARING CLOSED**	**Next: 5/17/2021 7:00 PM**

2. Resolution 2021-375

Snyder Mixed Use Area - Main Street and Harlem Road Rezoning

DRAFT RESOLUTION
(05/03/2021)

Adoption of Local Law to Amend the Zoning Map (Z-2020-11)
[Various Properties as Listed on Attachment "A";
Snyder Mixed Use Area - Main Street and Harlem Road]

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, 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 March 18, 2021 that the proposed rezoning of the properties listed in "Attachment A" (and accompanying map) to Traditional Infill, 2.5 (TI-2.5) known as the Snyder Mixed-Use Area 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 these locations, 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 for those properties listed in "Attachment A" (and accompanying maps) to

Traditional Infill 2.5 (TI-2.5).

5/03/2021

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was opened at 7:30 PM.

Daniel J. Ulatowski, Principal Planner, presented.

The following speakers addressed the Town Board:
Lisa Drdul, 92 Chateau Terrace - Voiced her concerns regarding speeding, drivers not stopping st stop signs, too much traffic on street and at signal
Chris Drongosky, Amherstdale Road - Biggest concern is parking; traffic bad in the monring & afternoon; in favor of 2 1/2 stories

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 8:03 PM.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 5/17/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Deputy Supervisor	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

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 (4)

Councilmember Bucki appoints Gul A. Rahman to the Amherst Community Diversity Commission for their first term to end December 31, 2024.

Councilmember Lavin appoints Maria Cala to the Amherst Community Diversity Commission for her first term to end December 31, 2024.

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 (3)

17. Freedom of Information Law (FOIL) Board

18. Glen Park Joint Board

Membership is full.

19. Government Study Committee (3)

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 (1)

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 Councilmember Bucki and unanimously approved 5-0. Public Expression was opened at 8:04 PM.

The following speakers addressed the Town Board:
Robert J. Yunkes, 100 Frankhauser Rd. - Opposed to a pedestrian entrance to Westwood on Frankhauser Rd; requested to speak at the next Amherst Central Park Task Force meeting
Don Smith, N. Long St. - Amherst Central Park Task Force; Agriculture Protection Plan on Trackus web page, who selected people for this, when was it done

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was closed at 8:17 PM.

X. CONSENT AGENDA

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

XI. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2021-376

Amherst Central Park Task Force Reappointment

BE IT RESOLVED, that the Amherst Town Board authorizes to reappoint Tim Gardner and Randy Kramer to the Amherst Central Park Task Force to a three year term to expire on December 31, 2023.

5/03/2021
Consent

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

B. DEPUTY SUPERVISOR BERGER:

C. COUNCILMEMBER BUCKI:

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

XII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2021-377

2021 Sanitary Sewer Rehabilitation Projects (Bond Resolution - $836,000)

AGENDA ITEM - MAY 3RD, 2021

TO: **Town Board**

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

DATE: **April 26, 2021**

RE: **2021 Sanitary Sewer Rehabilitation Projects**
2021-2026 C.I.P. - Project Nos. E-8, E-9, E-10 and E-43
Bond Resolution - $836,000.00

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on June 7, 2021 at 7:00 p.m.

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 - May 3rd, 2021**)
Daryl C. 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*)

5/03/2021

A motion to approve 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

2. Resolution 2021-378

Engineering Vehicle (Bond Resolution - $32,000)

AGENDA ITEM - MAY 3RD, 2021

TO: **Town Board**

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

DATE: **April 26, 2021**

RE: **2021-2026 C.I.P. Project E-1**
Engineering Vehicle Bond
Bond Resolution - $32,000.00

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

(1) Adopt the attached bond resolution authorizing the issuance of $32,000.00 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 - May 3rd, 2021**)
Daryl C. 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*)

5/03/2021
A motion to approve 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 2021-379

Brompton Road & Park Club Lane Safety Study & Redesign (Bond Resolution - $25,000)

AGENDA ITEM - MAY 3RD, 2021

TO: **Town Board**

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

DATE: **April 26, 2021**

RE: **2021-2026 C.I.P.**
Brompton Road & Park Club Lane Safety Study & Redesign
Bond Resolution - $25,000.00

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 $25,000.00 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 - May 3rd, 2021**)
Daryl C. 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*)
Christopher P. Schregel, LSIT, Principal Engineer Assistant (*w/attachment*)

5/03/2021
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. A motion was then made by Supervisor Kulpa to approve the Bond resolution, 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 2021-380

Expansion of Main Library at Audubon (Bond Resolution - $2,500,000)

AGENDA ITEM - MAY 3RD, 2021

TO: **Town Board**

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

DATE: **April 26, 2021**

RE: **2021-2026 C.I.P. Amended**
Expansion of the Main Library At Audubon
Bond Resolution - $2,500,000.00

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 $2,500,00.00 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 - May 3rd, 2021**)
Daryl C. 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*)
Marc A. Bellacose, Junior Municipal Engineer (*w/attachment*)

5/03/2021
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. A motion was then made by Supervisor Kulpa to approve the Bond resolution, 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

B. TOWN CLERK:

1. Resolution 2021-381

New Firefighters For Getzville Fire Company

The two new firefighters for Getzville Fire Company live in the Town of Amherst and reside within the Getzville Fire District.

Scott Wallace
493 JJ Audubon Pkwy., Apt. 307
Amherst, NY 14228

Alexander Franco
84 Timberlane Drive
Williamsville, NY 14221

5/03/2021
Consent

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

2. Resolution 2021-382

Standard Work Day and Reporting Resolution

BE IT RESOLVED, that the Town of Amherst, location code 30045, hereby establishes the following standard work days for this title and will report this official to the New York State and Local Retirement System based on the time keeping system records or their record of activities submitted by these officials to the Town Clerk:

See attached.

5/03/2021
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2021-383

Budget Transfers and Amendments

For May 3, 2021 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 4/28/2021
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:***
N2054.4003 Amherst HOME Admin $3,572.10	N2052.4003 Ton HOME Admin $3,572.10
To correct Res 2021-351 on 4/19/2021; account N2052.4003 should have been N2054.4003.	
N1747.4000 Cheektowaga Closing Assistance $16,751.69	N1744.4000 Home Rehab $16,751.69
Per Department request.	
G9916.4921 Plant 16 - Repair Mechanical $7,006.41	G9916.9000 Interfund Transfers $7,006.41
To transfer funds into KP1623 WPFC Lift Station Phase I capital project for change order on contract CRS# 2579.	

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
N2023.02785 CDBG & VG - PI $200.00	N2023.4000 Contractual $200.00
To recognize Community Development program income from 299 Harding Road, Amherst.	
KP1623.05031 Interfund Transfers $7,006.41	KP1623.4972 Construction $7,006.41
To record Interfund transfers and set up budget for change order on contract CRS# 2579 from Plant 16.	

DECREASE:	***DECREASE:***
N1944.02785 Cheektowaga Home Rehab - PI $230.35	N1944.4000 Contractual $230.35
N1949.02785 Cheektowaga Home Admin - PI $76.79	N1949.4003 Admin $76.79
To decrease RES 2020-513 (6/8/2020) as request for budget amendment was submitted twice for 100 Parwood Drive, Cheektowaga. First resolution was 2020-467 (5/26/2020).	

5/03/2021
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2021-384

Award Bid #2021001 - Aftermarket Components for Light & Heavy Duty Equipment - CRS #2437/2543/2560

WHEREAS, the Contract Compliance and Administration Department received bids on February 11, 2021 for Bid #2021001 Aftermarket Components for Light & Heavy Duty Equipment; and

WHEREAS, the Bid process resulted in responses from three (3) vendors, as per the attached bid tabulation;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid as follows: D & W Diesel (CRS #2543): Section A: Items 7a & 7b; Fleet Maintenance, Inc. (CRS #2560): Section A: Items 5a, 5b, 5c, 5d, 5e, 6c, 6d; Casullo's Automotive Service, Inc. (CRS #2437): Section A: Items: 2e, 2f, 3b, 3d, 3f, 4a, 4b, 4c, 4e, 5a, 5d, 5e, 6a, 6b, 6d, 7a, 7b, Section B: Items 4c, 4e, Section C: Items 1a, 1b, 1c, 1d, 1e, 1g, and Section D: Item 1e; and

BE IT FURTHER RESOLVED, Section A Items 5a and 5e are being awarded to both Fleet Maintenance, Inc. and Casullo's Automotive Service, Inc., and Departments must call for quotes before purchasing; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with D & W Diesel, Fleet Maintenance, Inc. and Casullo's Automotive Service, Inc.

5/03/2021
Consent

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

2. Resolution 2021-385

Award RFP #202101 - Appraisal Services - CRS #2548 & 2551

WHEREAS, the Contract Compliance and Administration Department received proposals on February 12, 2021 for RFP #202101 Real Property Appraisal Services; and

WHEREAS, the RFP process resulted in responses from two (2) vendors;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to GAR Associates, LLC and Emminger, Newton, Pigeon & Magyar, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with GAR Associates, LLC and Emminger, Newton, Pigeon & Magyar, Inc.

5/03/2021
Consent

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

3. Resolution 2021-386

Extension of Bottled Water Contract - CRS #2563 (Orig. CRS/CMS #1496/1833)

WHEREAS, Bid #2019027 for Bottled Water was awarded to WB Mason by Town Board resolution 2019-788 (CRS/CMS #1496/1833), and allows for two additional two-year extensions; and

WHEREAS, WB Mason has agreed to extend the contract for the first two-year extension period;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with WB Mason for the period July 10, 2021 through July 9, 2023; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the two-year contract extension with WB Mason.

5/03/2021
Consent

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

4. Resolution 2021-387

Award Bid #2021008 - Sewer Jet Water Tank Coatings - CRS #2565

WHEREAS, the Contract Compliance and Administration Department opened bids on April 1, 2021 for Bid #2021008 Sewer Jet Water Tank Coatings; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Eastern Tank Services; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Eastern Tank Services.

5/03/2021
Consent

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

5. Resolution 2021-388

Extension of Portable Toilet Contract - CRS #2569 (Original CRS/CMS #2009/2144)

WHEREAS, Bid #2020013 for Portable Toilets was awarded to Modern Disposal Services, Inc. by Town Board resolution 2020-447 (CRS/CMS #2009/2144), and allows for two additional one-year extensions; and

WHEREAS, Modern Disposal Services has agreed to extend the contract for the first one-year extension period;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Modern Disposal Services for the period May 4, 2021 through May 3, 2022; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the one-year contract extension with Modern Disposal Services.

5/03/2021
Consent

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

6. Resolution 2021-389

Award Bid #2021007 - Pool Chemicals - CRS #2572

WHEREAS, bids were received on March 25, 2021 for Bid #2021007 Pool Chemicals; and

WHEREAS, four (4) bids were received as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Dept. to award this bid to Amrex Chemical Co., Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Amrex Chemical Co., Inc.

5/03/2021
Consent

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

7. Resolution 2021-390

Piggyback on Baltimore County BOE Contract with Finch Services, Inc. - CRS #2577

WHEREAS, the Baltimore County Board of Education has a Grounds Maintenance Equipment contract with Finch Services, Inc. which allows for multi-agency participation, as per section 27 of their solicitation and section 35 of their contract agreement; and

WHEREAS, the Town has the need to purchase such equipment for the Audubon Golf Course, Par 3 and Driving Range;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Town of Amherst Agreement with Finch Services, Inc. for participation in the piggyback contract.

5/03/2021
Consent

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

8. Resolution 2021-391

Piggyback on Fairfax County VA Contract with Finch Services, Inc. - CRS #2578

WHEREAS, Fairfax County VA has a Grounds Maintenance Equipment, Parts and Repair Services contract with Finch Services, Inc., which allows for use of the contract by other public bodies, as per section 22 of their Invitation for Bid; and

WHEREAS, the Town has the need to purchase such equipment for the Audubon Golf Course, Par 3 and Driving Range;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Town of Amherst Agreement with Finch Services, Inc. for participation in the piggyback contract.

5/03/2021
Consent

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

9. Resolution 2021-392

Authorize Lease Agreement with VGM Financial Services for Lease of Golf Carts - CRS #2583

WHEREAS, the lease of golf carts, a range car and a utility car through Club Car was authorized on April 5, 2021 by Town Board resolution 2021-341; and

WHEREAS, a used range car was purchased by Amherst Golf, LLC, and that lease is no longer required; and

WHEREAS, an additional agreement with the leasing company is required for the lease of this equipment, in addition to the agreement with Club Car;

NOW, THEREFORE, BE IT RESOLVED, the Supervisor is authorized to sign the lease agreement with VGM Financial Services for the lease of sixty (60) golf carts and one (1) utility car for the 2021-2026 golf seasons (34 payments); and

BE IT FURTHER RESOLVED, that approval is pending the successful completion of the contract routing system due to the need to enter into a lease as soon as possible, as golf carts are currently being rented on a month-to-month basis; and

BE IT FURTHER RESOLVED, that the terms of the attached lease agreement are subject to review and modification by the Town Attorney.

5/03/2021
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING:

1. Resolution 2021-393

Lab Testing Services Contract Extension CRS No. 2571

The Engineering Department, Water Pollution Control Facility (WPCF) is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with ALS Group USA Corp. The terms and conditions within Town of Amherst Bid 2019001/2018051 Lab Testing Services shall remain the same. This extension would run from date of execution by the Town of Amherst through April 11, 2023.

This request has successfully completed the contract review process.

Funds for this request are available in G9916-4860 and G9999-4110.

Thank you for considering this request.

5/03/2021
Consent

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

2. Resolution 2021-394

License Agreement - Wright Water Engineers CRS No. 2573

Kindly adopt a resolution requesting the Town Board authorize the Supervisor to execute the attached License Agreement with Wright Water Engineers from May 3, 2021 through and including May 3, 2023. A detailed explanation for the purpose of the field visit is attached.

There is no cost associated with the signing of the License Agreement.

This request has successfully completed the contract review process.

Thank you for considering this request.

5/03/2021
Consent

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

3. Resolution 2021-395

Travel Request Grade 4 Management Course

The Engineering Department is requesting approval to send one (1) employee to attend the Grade 4 Management course which is scheduled to be held at the Environmental Training Center at Morrisville State College in Morrisville, NY in September 2021.

The total cost for the employee is estimated to be $1,397.61 which includes registration, hotel stay, tolls and per diems.

Funding for this request is available in accounts G9916-4040 and G9916-4850.

Thank you for considering this request.

5/03/2021
Consent

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

4. Resolution 2021-396

Capital Improvement Program Amendments Audubon Library Expansion

The Engineering Department is recommending amendment of the 2021-2026 and the 2022-2027 Capital Improvement Programs for the above project in the amounts shown in the table below. These amendments will allocate adequate funding to award and construct the above referenced project.

CIP No.	Project Description	Current CIP Allocation	Amended Allocation
L-1 (2021)	Audubon Library Expansion	$0	$2,500,000 (2021)
L-1 (2022)	Audubon Library Expansion	$2,100,000	$0 (2022)
	Total	**$2,100,000**	**$2,500,000**

Please approve amendment of the 2021-2026 and 2022-2027 Capital Improvement Programs and allocate funding as shown above.

5/03/2021
Consent

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

5. Resolution 2021-397

Youngs Road Pump Station and Wayne & Irwin Pump Station Improvements - Change Order No. 1 CRS No. 2579

We are requesting the Town Board approve the above referenced Change Order, which calls for a $7,006.41 increase in the contract price. The project's revised contract price will be $558,346.41. This change order will cover the costs associated with the

Contractor supplying and installing a concrete platform for the 6' diameter riser section over the existing wet well. These items were not included in the original bid scope, but are necessary for completing all the improvements to the wet well at the Wayne & Irwin Pump Station.

Funding for this request is available from bond account KP1623-4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

5/03/2021
Consent

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

6. Resolution 2021-398

WPCF Building No. 1 Elevator Modernization - Change Order No. 1 CRS No. 2582

We are requesting the Town Board approve the above referenced Change Order, which calls for a $13,148.00 increase in the contract price, and a time extension in order to complete this work. The project substantial completion date of March 14, 2021 will be extended to June 7, 2021. The project's revised contract price will be $249,948.00. This Change Order will cover the costs associated with the Contractor suppling and installing Galvanized Rigid Steel Conduit (GRC) in lieu of Electrical Metallic Tubing (EMT) for the electrical conduit. GRC is necessary to insure that the electrical conduit is protected from the corrosive environment in Building No. 1.

Funding for this request is available from bond account KP1927-4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

5/03/2021
Consent

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

7. Resolution 2021-399

Award of Bid - Sattler/Dellwood Park Stormwater Improvements

On April 8, 2021, four (4) bids were received for the above referenced project. The bid tabulation sheet is attached. At this time, we recommend award of the contract to 4th Generation Construction Inc., 5650 Simmons Avenue Niagara Falls, NY 14304, per their low base bid not including bid item no. 321445 for a total contract amount of $ **992,396.00**.

The funds for this project are available from the following Bond Accounts:

KP 1935-4972	$ 494,386.00
KP 1946-4972	$ 498,010.00

May we have your approval to award 4th Generation Construction, Inc., the above referenced contract?

Thank you for considering this request.

5/03/2021
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2021-400

Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - CRS # 2557

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback the County of Monroe contract with CORFU MACHINE COMPANY, INC., 1977 Genesee Street, Corfu, New York 14036 to provide services and repairs of hydraulic cylinders.

The Monroe County and Corfu Machine Company Bid Reference # 0206-21 for repair of Hydraulic Cylinders. Contract term is 4/1/2021 through 3/31/2022.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the contract routing system (CRS # 2557) and the approval of the Town Attorney.

5/03/2021
Consent

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

2. Resolution 2021-401

Overhead Door Repair and Service - CRS #2564

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst has approved the contract with the County of Erie contract with National Overhead Door, Inc. for the overhead door repair and maintenance.

The Erie County and National Overhead Door, Inc. is BID Reference # 221020-002 from March 1, 2021 through February 28, 2022.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #2564) and the approval of the Town Attorney.

5/03/2021
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2021-402

Director of Community Development

Please appoint a Director of Community Development. Permanent.
Contingent upon successful completion of all pre-employment requirements.
Effective May 17, 2021, at an annual salary of $124,996, Grade 2, Step I for Angela Panaro Rossi.

5/03/2021
Consent

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

2. Resolution 2021-403

Assistant Municipal Engineer

Please appoint an Assistant Municipal Engineer to the Engineering Department, Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII, Effective May 4, 2021 at an annual salary of $87,782.06, Grade 1, Step B for Vaishali Reberholt.

This is a promotion for an employee currently serving as a Principal Engineer Assistant. Replacing an employee who retired.

5/03/2021
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

Q. POLICE:

1. Resolution 2021-404

Student Resource Officer (SRO) 2021-2022 Agreement (CRS #2566) Amherst Central School District

TOWN BOARD AGENDA ITEM: MAY 3, 2021

TO: **Town Board**

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

RE: **Student Resource Officer (SRO) 2021-2022 Agreement (CRS #2566) Amherst Central School District**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst and the Amherst Central School District with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment

5/03/2021
Consent

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

2. Resolution 2021-405

Student Resource Officer (SRO) 2021-2022 Agreement (CRS #2568) Williamsville Central School District

TOWN BOARD AGENDA ITEM: MAY 3, 2021

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Student Resource Officer (SRO) 2021-2022 Agreement (CRS#2568) Williamsville Central School District

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst and the Williamsville Central School District with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: May 3, 2021)**

5/03/2021
Consent

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

3. Resolution 2021-406

Student Resource Officer (SRO) 2021-2022 Agreement (CRS #2567) Sweet Home Central School District

TOWN BOARD AGENDA ITEM: MAY 3, 2021

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Student Resource Officer (SRO) 2021-2022 Agreement (CRS#2567) Sweet Home Central School District

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst and the Sweet Home Central School District with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: May 3, 2021)**

5/03/2021
Consent

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

R. SENIOR SERVICES:

S. YOUTH AND RECREATION:

1. Resolution 2021-407

WNY Roller Hockey Rental Agreement CRS #2559

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the WNY Roller Hockey League for summer 2021 rental of the Feature Rink at the Northtown Center at Amherst.

5/03/2021
Consent

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

2. Resolution 2021-408

Registration Software CRS #2558

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and RC Systems for RecPro Software. As the vendor will never be on site, we are also requesting a waiver of the insurance requirements.

5/03/2021

Consent

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

3. Resolution 2021-409

Authorization to Pay Vendor

WHEREAS, the Town of Amherst had a valid contract with Lakeside Sod for the purchase of Marco Clay through March 31, 2021, and

WHEREAS, the Amherst Highway Department is pursuing a new contract with Lakeside Sod, which has not yet completed the contracting routing process, and

WHEREAS, the Youth & Recreation Department was directed to decommission the fields at the Northtown Center at Amherst in response to the sale of those fields to UB MD last fall, and

WHEREAS, the Youth & Recreation Department completed that decommissioning, but then was directed to recommission the fields this spring, and

WHEREAS, proper preparation of the fields was a time sensitive manner and Marco Clay had to be ordered in the interim between contracts, and

WHEREAS, Lakeside Sod agreed to honor the price of the old contract (which is less than the new contract),

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes the payment of Purchase Order 22116141 to Lakeside Sod in the amount of $20,370.97 to be paid from T2107.4001 (as previously approved by Resolution 2020-955).

5/03/2021
Consent

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

4. Resolution 2021-410

Authorization to Pay Vendor

WHEREAS, the Town of Amherst had a valid town-wide overhead door contract which expired on January 31, 2021, and

WHEREAS, a new overhead door contract is not yet in place, and

WHEREAS, the Northtown Center at Amherst needed to repair an overhead door for safety reasons, and

WHEREAS, the Highway Department has a current contract for overhead door purchases which also includes rates for time and materials, and

WHEREAS, Hamburg Overhead Door, Inc. agreed to repair the Northtown Center at Amherst door under the Highway Department contract,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes the payment of Purchase Order 22116116 to Hamburg Overhead Door, Inc. in the amount of $147.00.

5/03/2021
Consent

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

XIII. UNFINISHED BUSINESS

1. Resolution 2021-78

Local Law Amending Chapter 19, Ethics

A public hearing for "A Local Law Amending Chapter 19 of The Code Of The Town of Amherst With Respect To The Code of Ethics".

The purpose of this Local Law shall be to amend various section of Chapter 19 of the Code of the Town of Amherst with respect to the list of officials, notice and verification of filing.

1/19/2021
A motion to adjourn to April 19th was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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 7:08 PM.

There were no speakers from the public. Supervisor Kulpa moved to Table the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was Tabled at 7:09 PM.

RESULT:	**TABLED (NO VOTE)**	**Next: 5/17/2021 7:00 PM**

XIV. COMMUNICATIONS

1. Communication 2021-50

Request for Public Hearing - 2190 Wehrle Drive Rezoning

Request from Acquest Development to schedule a public hearing for the rezoning of 2190 Wehrle Drive from R-3 to OB.

This hearing has been set for June 7th.

5/03/2021
Consent

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

2. Communication 2021-51

468 Harding Road Concerns

Email from Mr. & Mrs. Litz voicing their concerns.

5/03/2021
Referred to Planning and Town Attorney.

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

3. Communication 2021-52

Streetlights at 468 Harding Road

Resident(s) express concerns of lighting at Harding and McKinley Roads at Wehrle Drive.

5/03/2021
Referred to Planning, Engineering, Highway, and Town Attorney.

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

4. Communication 2021-53

Bedford Road Pavilion

Protest petition submitted by Sal Guadagna with respect to a pavilion on Bedford Road.

5/03/2021
Referred to Planning, Youth & Recreation, and Town Attorney.

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

5. Communication 2021-54

ACP - Westwood Concept - Pedestrian Entrance to Frankhauser

Resident(s) expresses concern about the safety of pedestrians at Frankhauser/Fairways Blvd.

5/03/2021
Referred to Planning, Traffic Safety, and Town Attorney.

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

6. Communication 2021-55

Process of selecting the members of the Amherst Agriculture and Farmland Protection Plan Advisory Committee

Email from Don Smith regarding the process of selecting the members of the Amherst Agriculture and Farmland Protection Plan Advisory Committee under NYS Contract Number: #AGM01-T00061GG-3000000.

5/03/2021
Referred to Planning and Town Attorney.

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

7. Communication 2021-56

New York State Department of Transportation - Designation of Restricted Highway

Please see attached letter from the NYS DOT.

5/03/2021
Referred to Planning, Traffic Safety, Highway, Police, and Town Attorney.

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

8. Communication 2021-57

Notice of Claim: Dawn Yensan Vs. Town of Amherst

5/03/2021
Referred to Town Attorney.

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

XV. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2021-411

PIP 3087 - Preserve @ Glen Meadow Drive - Sanitary

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $15,247.90.

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 $14,173.90 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 $924.00 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. 3087.

5/03/2021
Consent

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

2. Resolution 2021-412

PIP 3088 - Preserve @ Glen Meadow Drive - Waterline

Attached please find an application for a Waterline Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $14,104.90.

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 $13,954.90, 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. 3088.

5/03/2021
Consent

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

3. Resolution 2021-413

PIP 3089 - Preserve @ Glen Meadow Drive - Storm Sewer

Attached please find an application for a Storm Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $19,813.60.

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 $19,663.60 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. 3089.

5/03/2021
Consent

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

4. Resolution 2021-414

PIP 3090 - Preserve @ Glen Meadow Drive - 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 $47,743.90.

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 $47,593.90 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. 3090.

5/03/2021
Consent

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

XVI. SUSPENSION OF RULES

Deputy Supervisor Berger moved to open Suspension of Rules to bring forth 2 unlisted items. The motion was seconded by Councilmember Szukala and unanimously approved 5-0. Suspension of Rules was opened at 8:24 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 8:30 PM.

1. Resolution 2021-415

Furniture Purchase for the Municipal Building Council Chambers

Suspension to Town Board Agenda Item May 3, 2021

TO: **Amherst Town Board**

FROM: **Mark Berke, Commissioner of Building**

DATE: **May 3, 2021**

RE: **Furniture purchase for the Municipal Building Council Chambers**

Request to authorize the transfer of funds from A1620.4220 in the amount of $4,648.72, and A1620.2150 in the amount of $7612.58 to A1620.2100 for a total of $12,261.30. These funds are needed for the Council Chambers furniture purchase at the Amherst Municipal Building.

Request to approve the contract for the purchase of furniture, CRS 2575, pending successful completion of the contract routing process.

5/03/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin. A motion was then made by Councilmember Bucki to amend to add more detail via attachments to this resolution, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

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

2. Resolution 2021-416

Bid 2021004 Food Service Products

Suspension to Town Board Agenda Item May 3, 2021

TO: **Amherst Town Board**
FROM: **Lynda L. Juul, Director of Finance**
DATE: **May 3, 2021**
RE: **Bid 2021004 Food Service Products**

WHEREAS, the Contract Compliance and Administration Department received proposals on March 11, 2021 for Bid #2021004 Food Service Products (Paper/Plastic/Polystyrene); and

WHEREAS, the Bid process resulted in responses from five (5) vendors, as well as a letter from NYS Industries for the Disabled, Inc. (NYSID, a NYS Preferred Vendor), as per the attached bid tabulation; and

WHEREAS, items available through Preferred Source must be purchased through that source in lieu of purchasing from the awarded vendor, as per NYS Finance Law §162

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Regional Distributors, Inc. and authorizes the Supervisor to sign the contract with Regional Distributors, Inc.; and

BE IT FURTHER RESOLVED, departments purchasing off this contract must purchase any items available through preferred source from that vendor prior to using the Food Service Products contract; and

BE IT FURTHER RESOLVED, this authorization is subject to successful completion of the contract routing process, as the prior contract expired on April 9, 2021, and departments are in need of product as soon as possible under the new contract.

5/03/2021
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

XVII. PUBLIC EXPRESSION #2

This is an opportunity for residents to comment on matters involving Amherst other than those pertinent to Public Hearings that day. Speakers will be limited to 3 minutes.
A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. Public Expression was opened at 8:31 PM.

Don Smith, N. Long St. - Had questions regarding changes to the Council Chambers: furniture, lighting, technology, air handling

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was closed at 8:34 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 May 3, 2021 was adjourned at 8:34 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22856 **RESOLUTION 2021-153** **HEARING CLOSED**

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.

RESULT:	**HEARING CLOSED**	**Next: 5/17/2021 7:00 PM**

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] Hunsicker	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. (RES)

[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. <u>The proposed zoning and development plan must be generally consistent with the policies of the Comprehensive Plan and the Town Zoning Ordinance.</u>

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
DEC 18 2020
TOWN OF AMH
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? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No
If Yes:
i. What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

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

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

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 emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

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

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

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

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

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

If Yes:

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

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

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

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

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

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

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

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

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

If Yes:

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

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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.]

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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

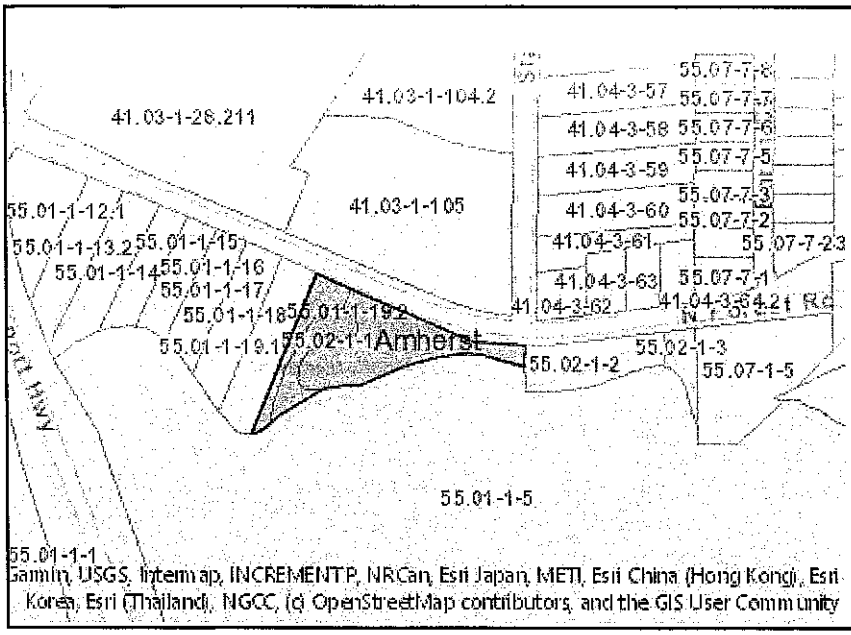
Signature _____ Title Counsel for Project Sponsor

PRINT FORM

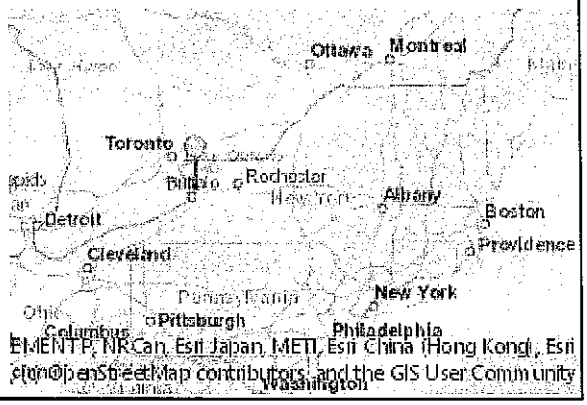
Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

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.

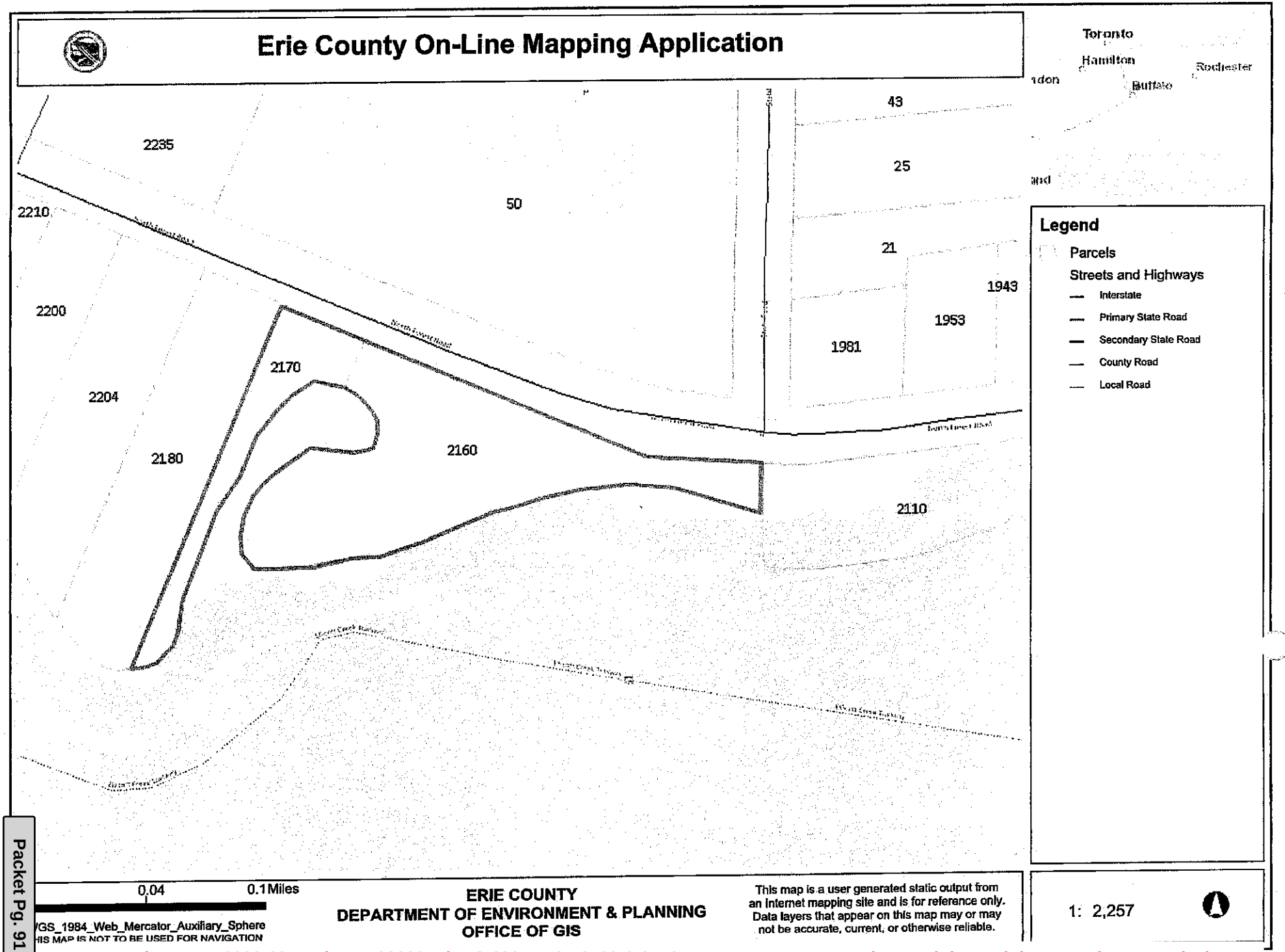
Very truly yours,
Earth Dimensions, Inc.

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



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;

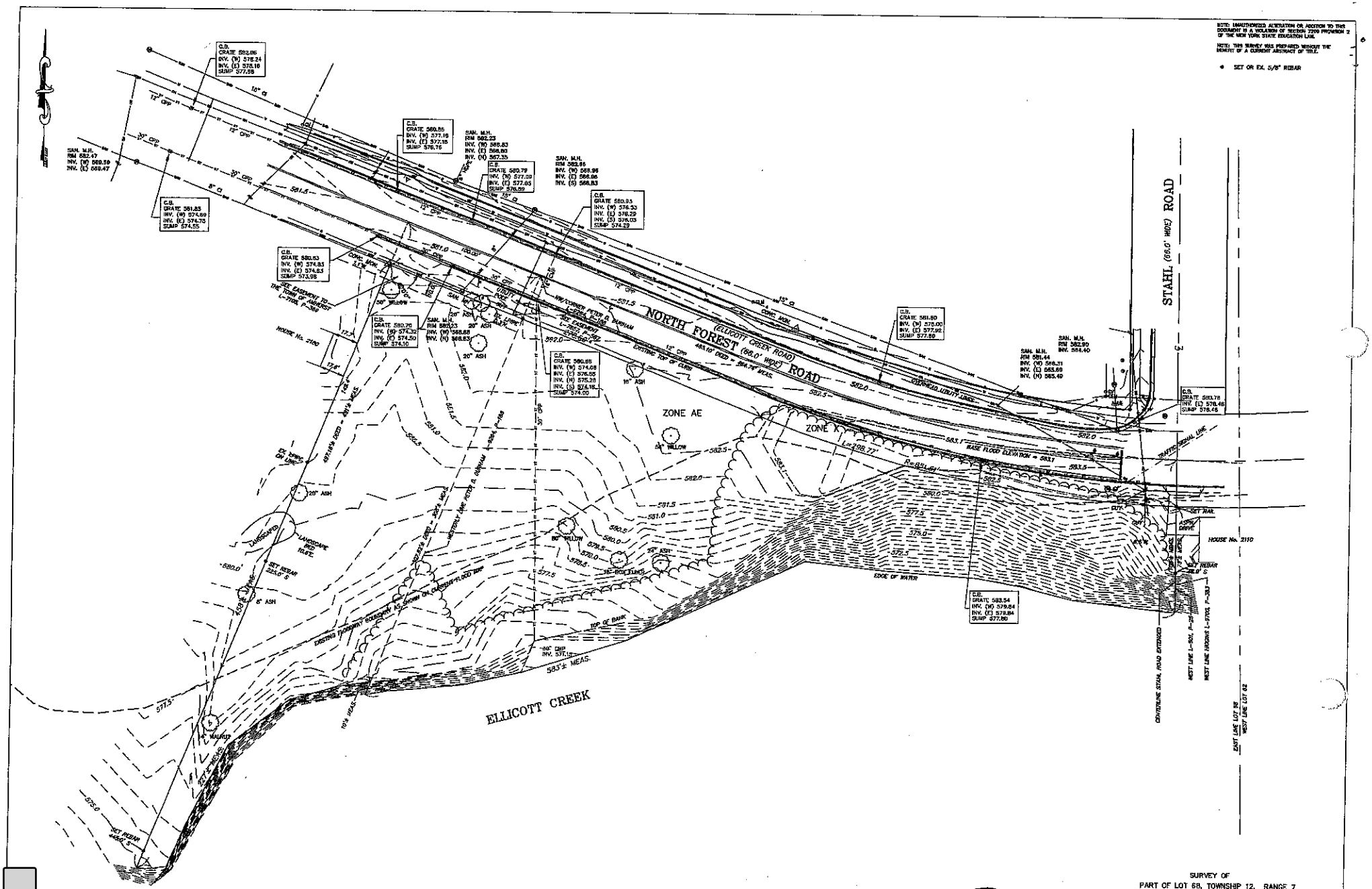
THENCE: Northerly along a line parallel with the west line of said Peter D. Durham lands distant 100.00 feet westerly therefrom measured at right angles, a distance of 491 feet more or less to the centerline of North Forest Road;

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)



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)

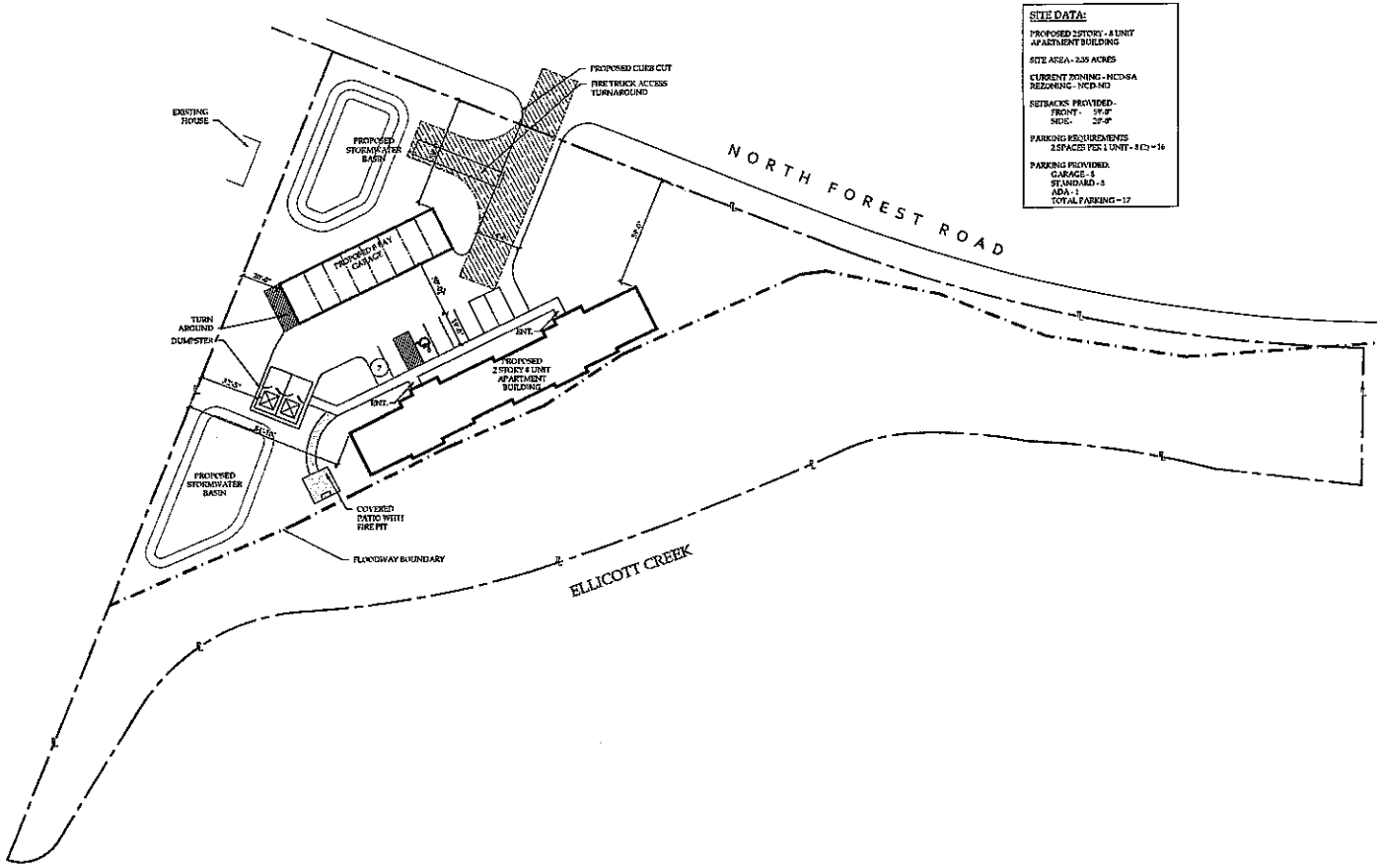
Question 16(E): **Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:**

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)



N

A1 CONCEPT SITE 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. Hamann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS • PC
1321 MILLERSPORT HWY PH. 716.691.0909
AMHERST, NY 14221 FAX 716.691.4773

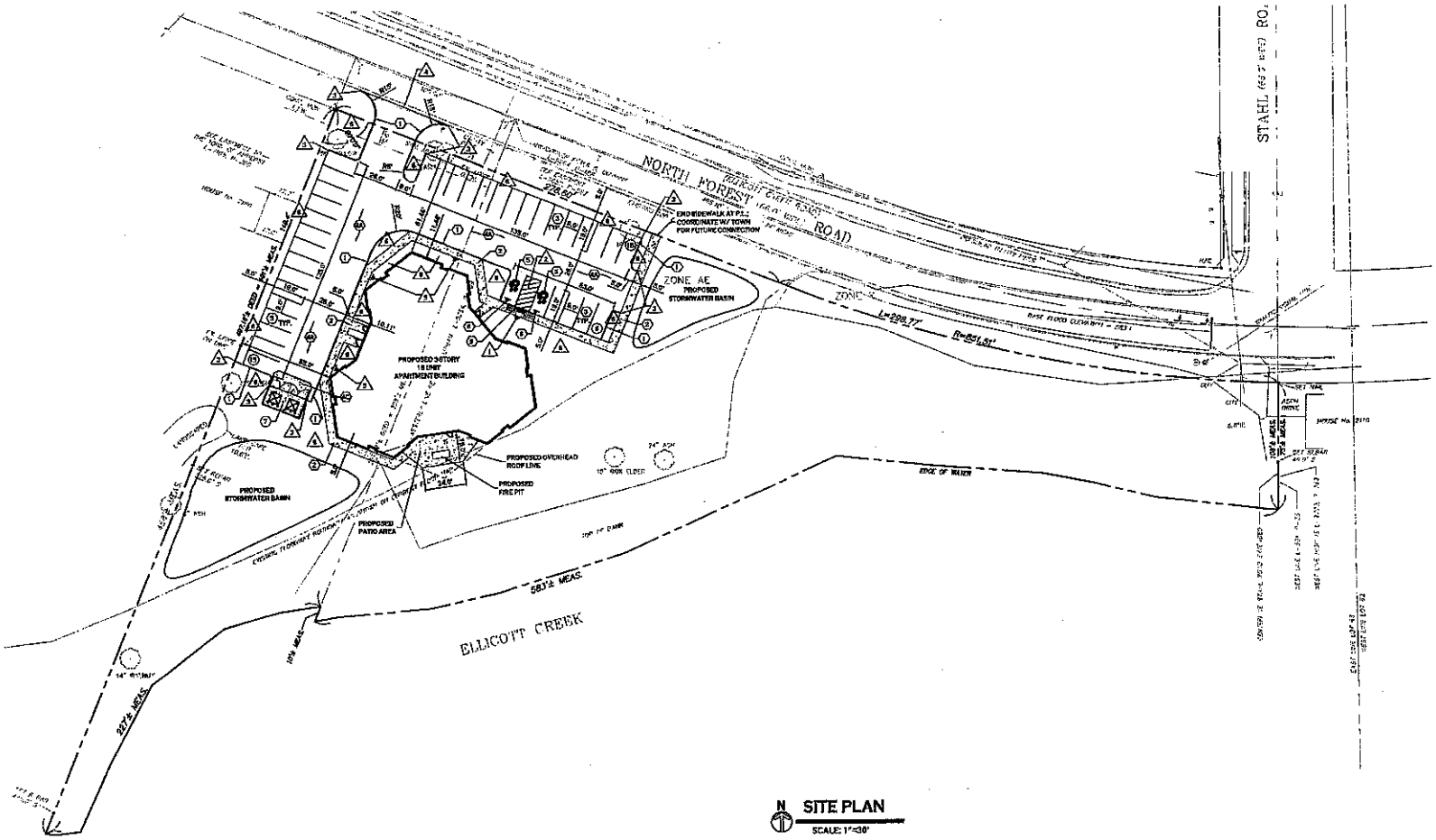
SA JOB #: 20060.02
DATE: 12/16/20

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)



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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 BE 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. BOWOUT 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

SITE DATA

TOTAL SITE: 2.36 ACRES
ZONED: HC/BA (CURRENT) TO BE REZONED TO HC/AUD
USE: PROPOSED 3-STORY 18 UNIT APARTMENT BUILDING

PARKING REQ'D: 2.5/PACE PER UNIT.
18 UNITS x 2.5 = 36 SPACES REQ'D.
36 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. CARMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30 0 30 60FT.

Carmina Wood Morris DPC
457 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 Forest 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. 111

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

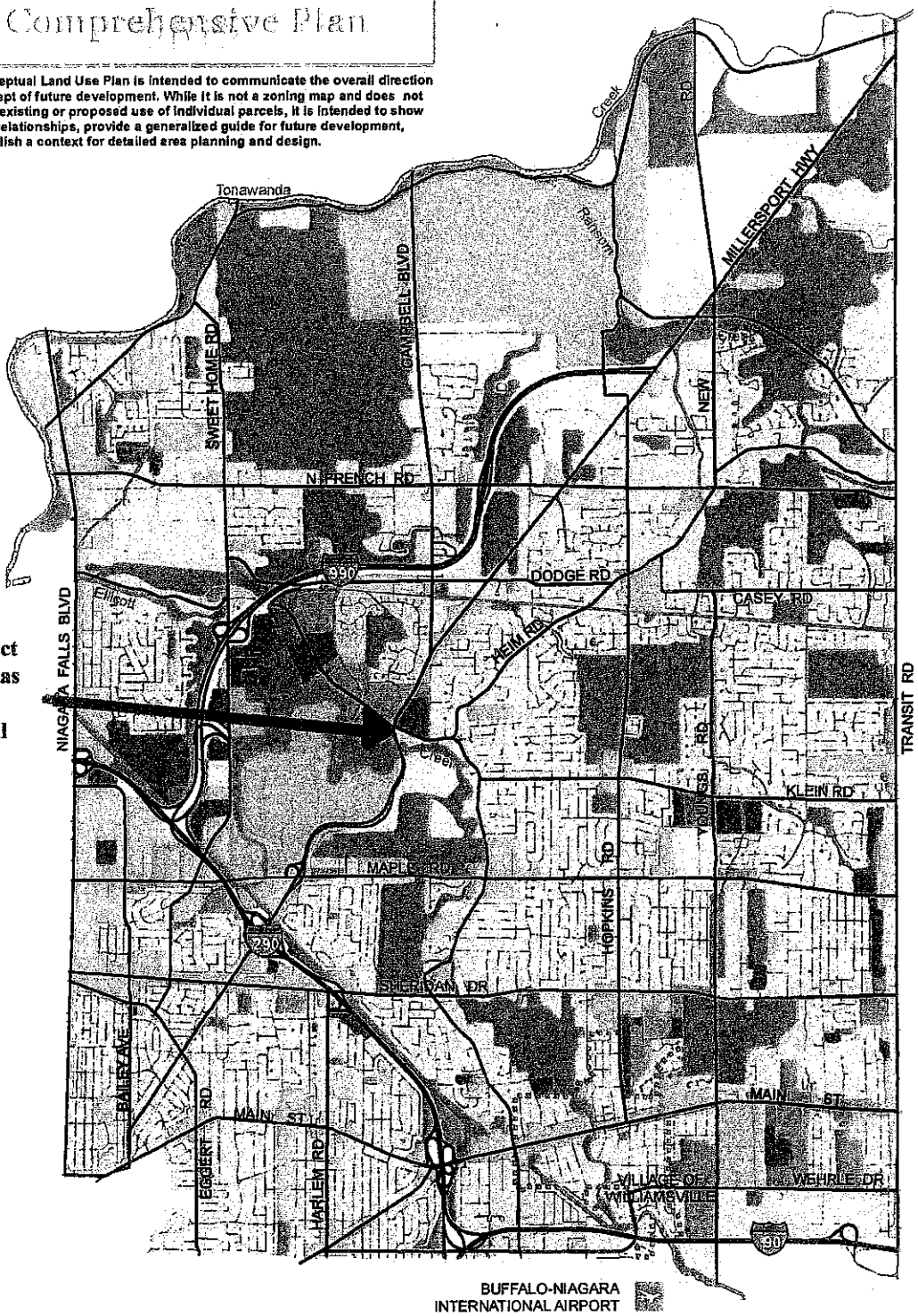


FIGURE 6

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

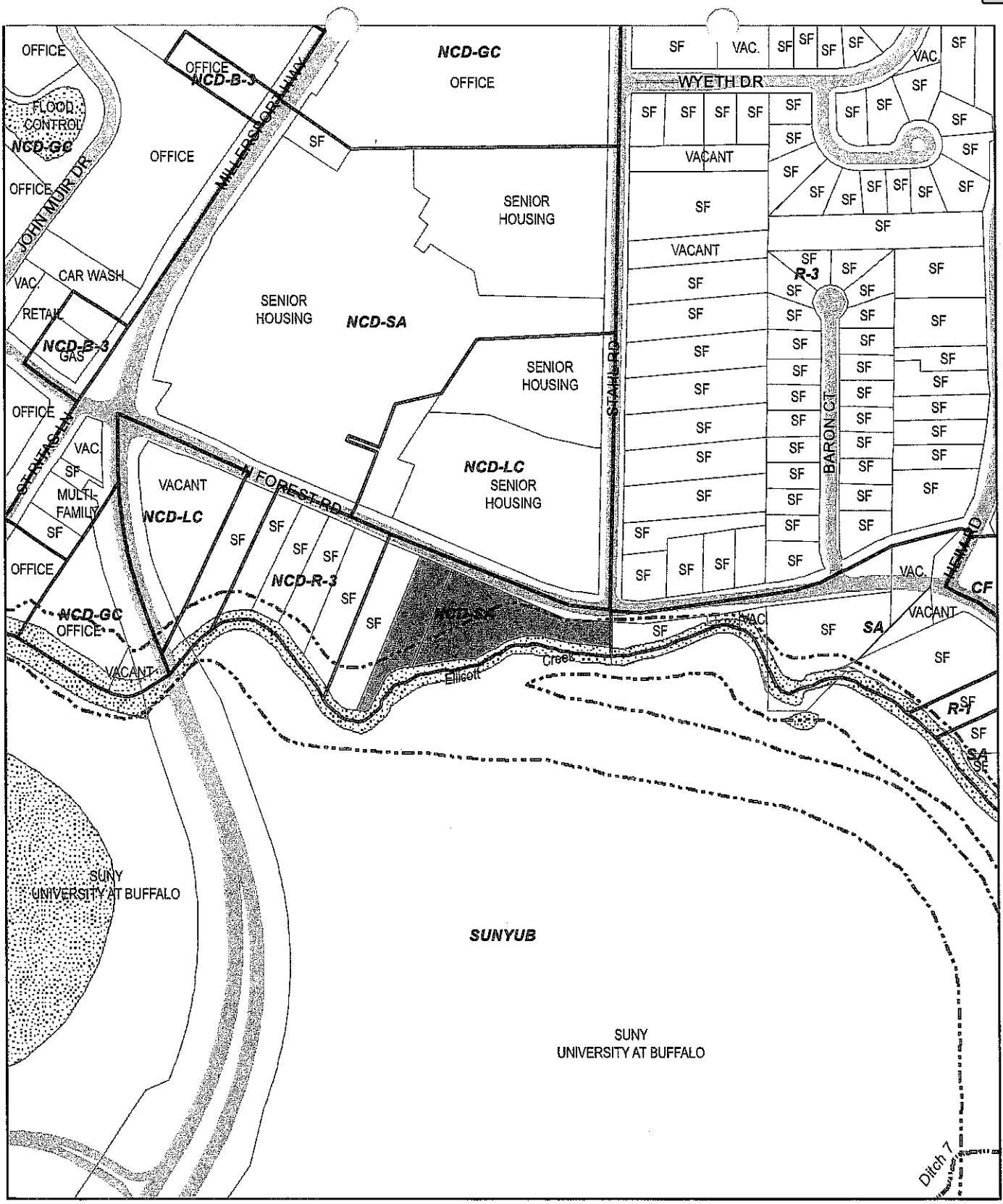
Map Compiled by the Town of Amherst Planning Department

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

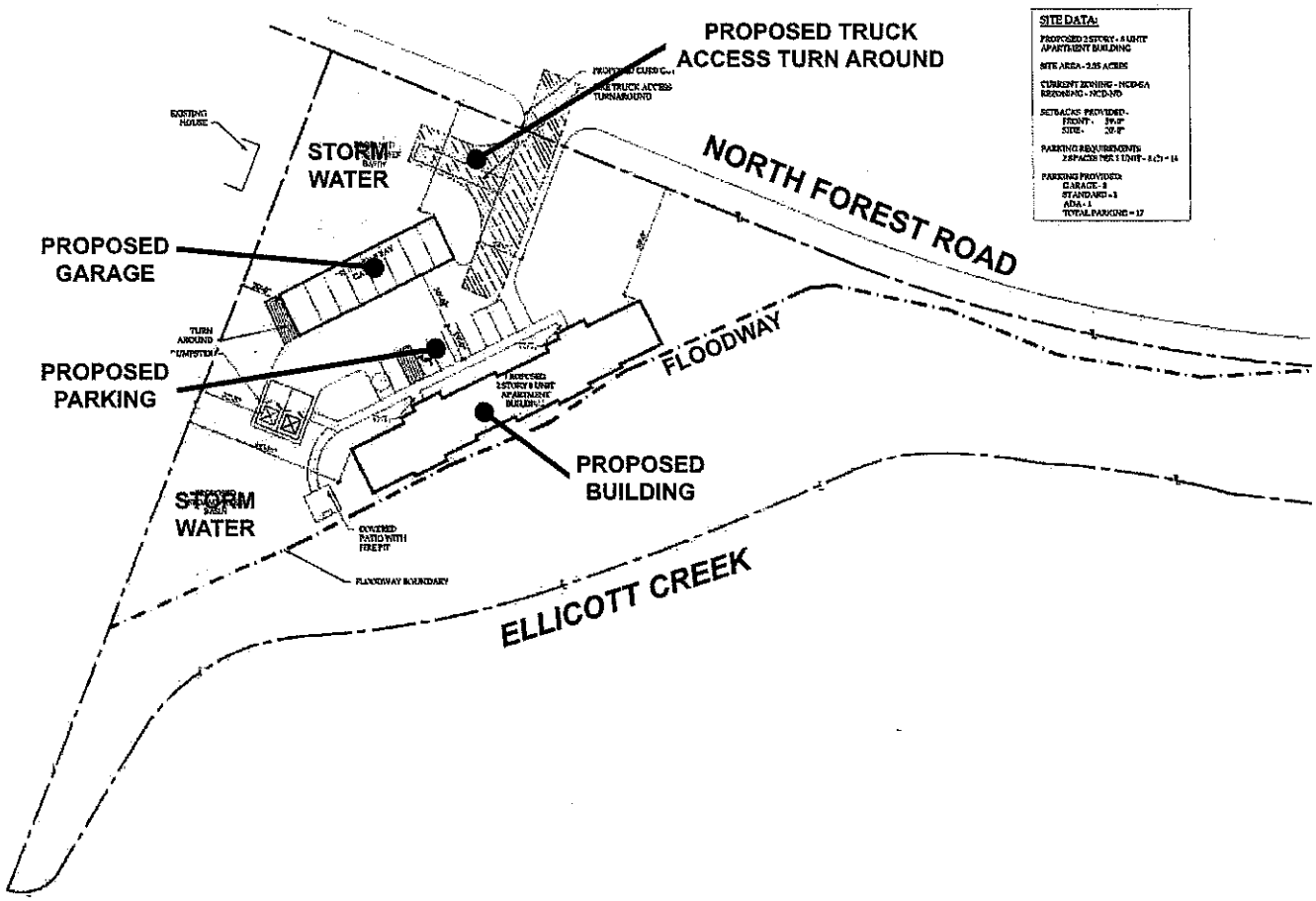
January 21, 2021

2160 & 2170 North Forest

Floodway Boundary

Prepared by the Town of Amherst Planning Department

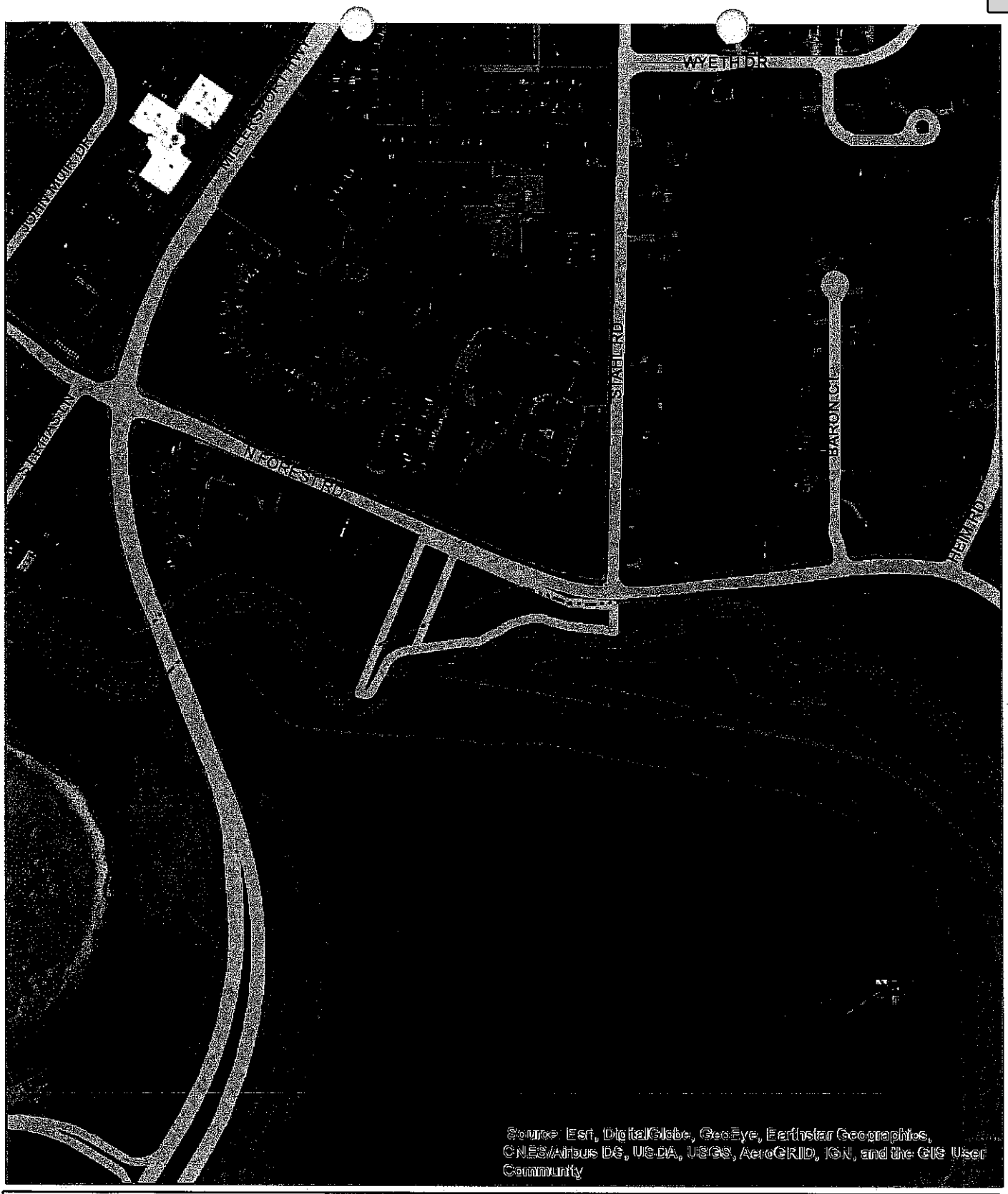
Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



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

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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
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Williamsville Central School District

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PLANNING DEPT.

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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
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
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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*

RECEIVED
DEC 31 2020
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
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Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
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

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
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
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

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? 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
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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

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
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)

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.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

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.

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.

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.

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

To 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

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.

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

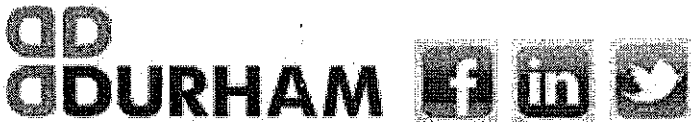
CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

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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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)

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>

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

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 Rhands 2180 North Forest Rd
Ann Beahen 2204 N. Forest Rd.
Donna J Beahen 2204 N. Forest Rd.
Ina 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

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George De Rosa
2220 North Forest Road, Williamsville, N.Y. 14221
Allen Miles
25 Stahl Rd, Getzville 14068 Allen Miles
[illegible]
[illegible] 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
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Fax: (585) 359-9668

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

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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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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APPENDICES

APPENDIX A – SUBSURFACE EXPLORATION LOGS

Recently Completed Test Borings July 2020 (B-1 through B-5)

APPENDIX B – SUBSURFACE EXPLORATION LOGS

Previously Completed Test Borings February 2020 (B-1) June 2014 (B-1)

APPENDIX C – FILL MATERIAL AND EARTHWORK RECOMMENDATIONS

APPENDIX C – GEOTECHNICAL REPORT LIMITATIONS

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)

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

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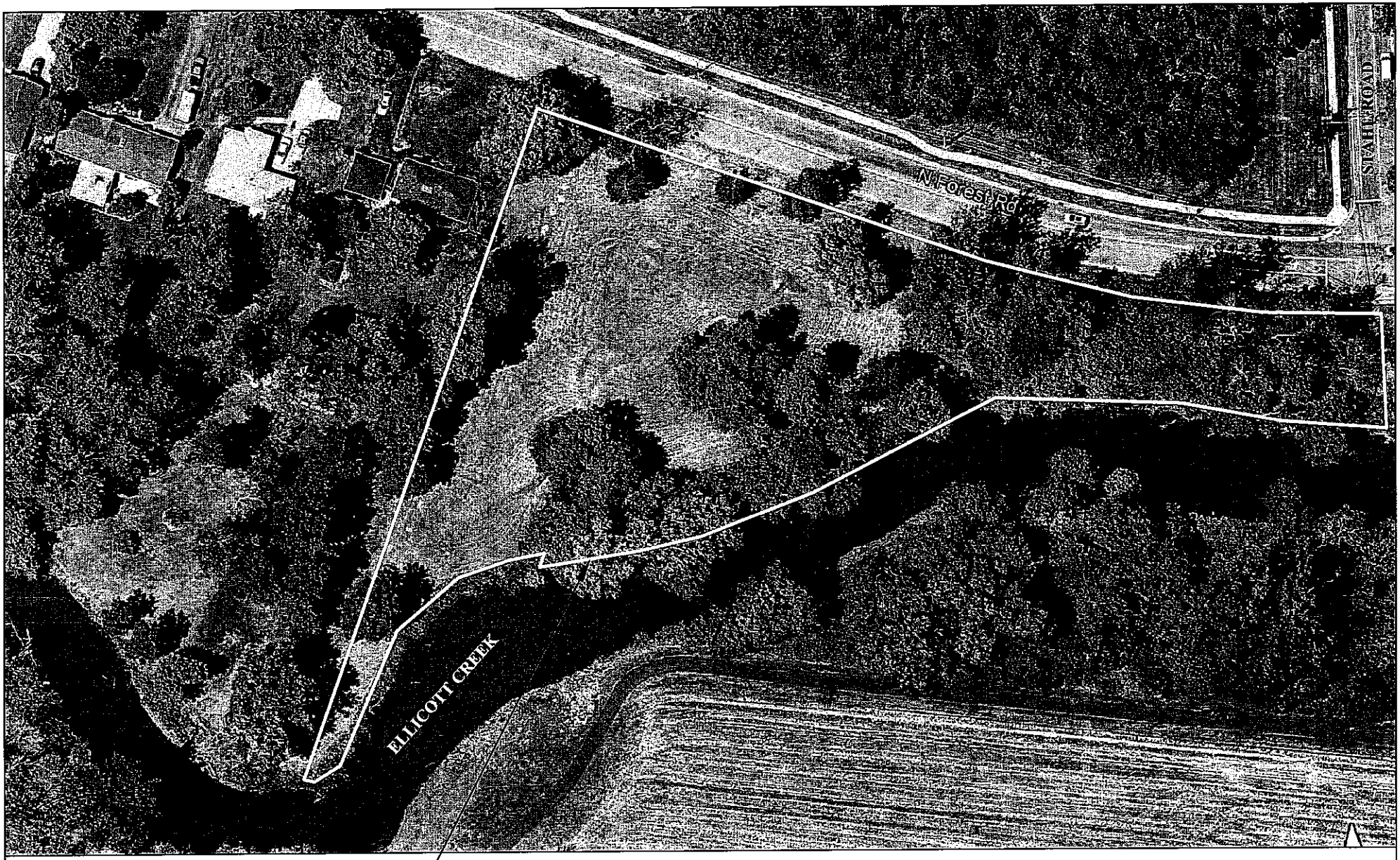

APPROXIMATE SITE LOCATION

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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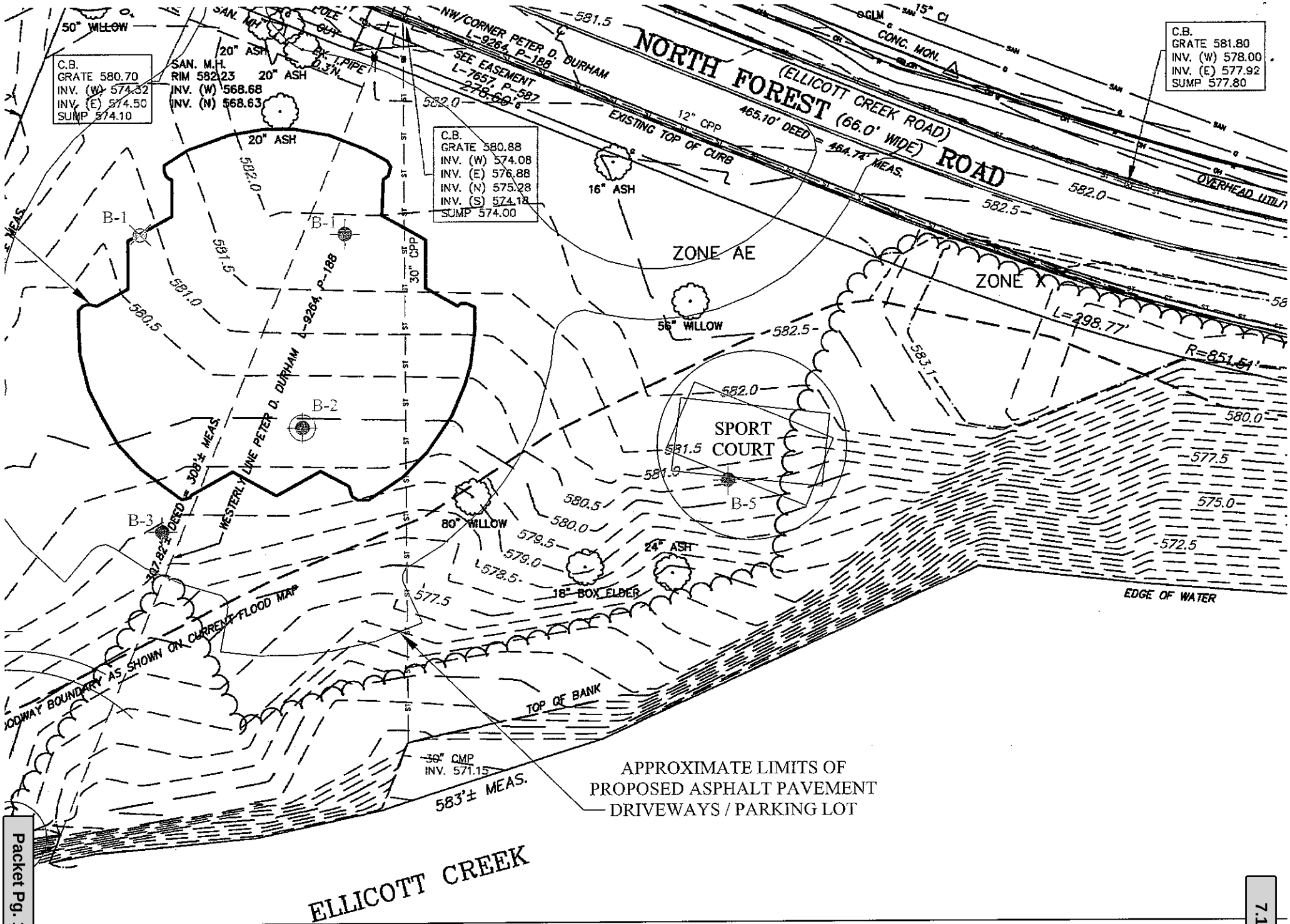

NOTE:

B-1 INDICATES APPROXIMATE LOCATION AND DESIGNATION OF TEST BORING

FIGURE DEVELOPED FROM JUNE 24, 2014

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PROPOSED ELVS

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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, tl 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 tl 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.

Attachment: GeoTech report_2160 & 2170 N For (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

DATE

STARTED _____

FINISHED _____

SHEET ____ OF ____

SJB SERVICES, INC. SUBSURFACE LOG

PROJ. No. _____

HOLE No. _____

SURF. ELEV. _____

G.W. DEPTH _____

PROJECT _____ LOCATION _____

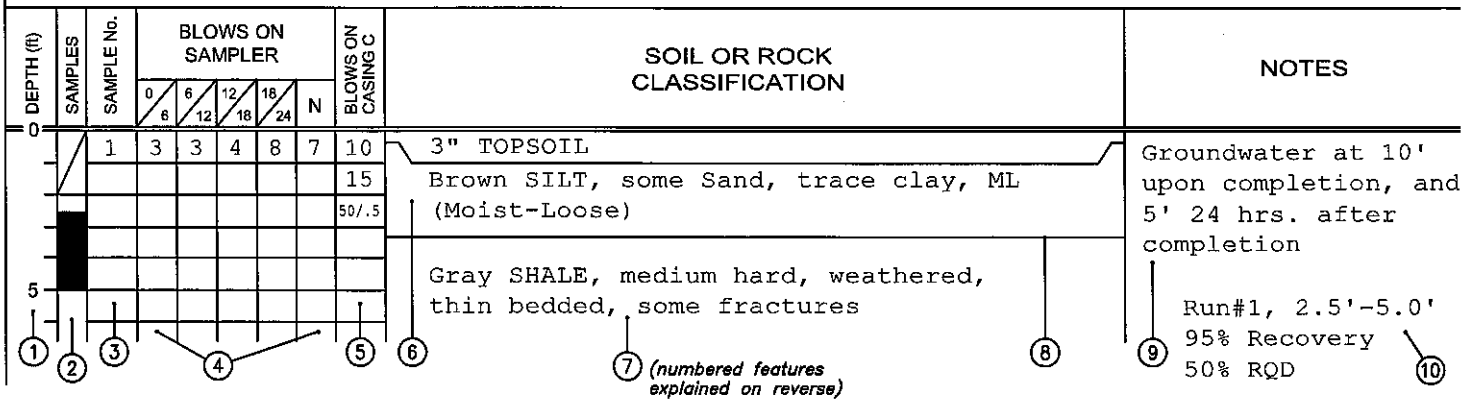


TABLE I

⁄	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) Clay - Plastic (Cohesive)	<#200	Fine Grained

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			One piece of coarse GRAVEL (moist, FILL)	WOH = Weight of Hammer and Rods
		6	5		13		
5	3	3	3			Brown Silty CLAY, some f-c Sand, little fine Gravel, tr.slag, tr.organics (moist-wet, FILL)	
		3	2		6		
	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 (moist, medium, CL)	Sample #5: Exhibits an organic odor
10		2	3		4		
	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 (moist, v.compact, GC-GM)	REF = Sample Spoon Refusal
		35	50/0.2		56		Driller noted hard augering at 20' to 25'
25	9	50/0.2			REF		NQ '2' Size Rock Core
						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
							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 7/27/2020
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

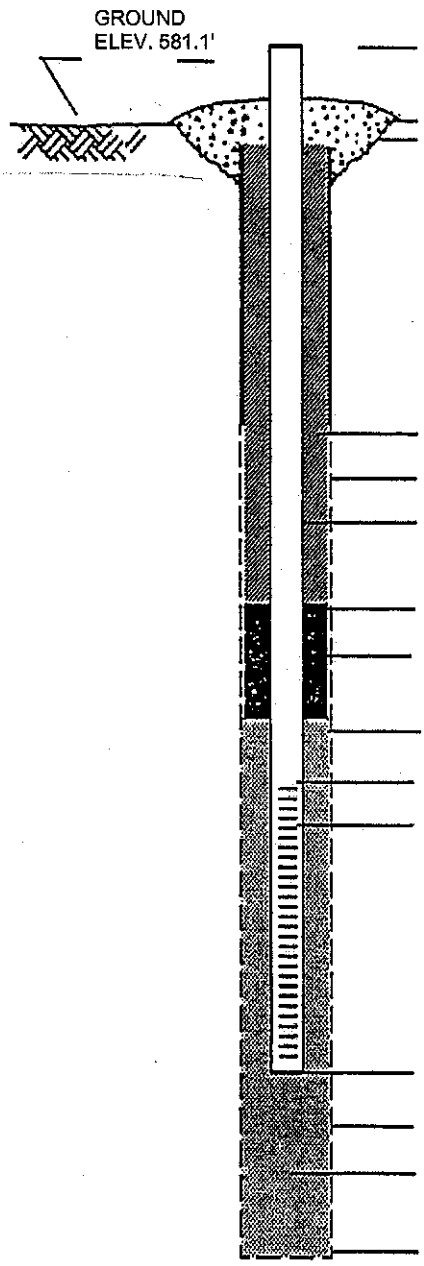
METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

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

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
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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

SITE DATA:

SITE AREA - 2.35 ACRES

CURRENT ZONING - NCD-SA
REZONING - NCD-ND

SETBACKS PROVIDED -
FRONT - 50'-0"
SIDE - 20'-0"

PROPOSED

2 - 2-STORY - 4 UNIT APARTMENT BUILDINGS

Parking:
8 GARAGES
15 PARKING SPACES

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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
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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

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

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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.

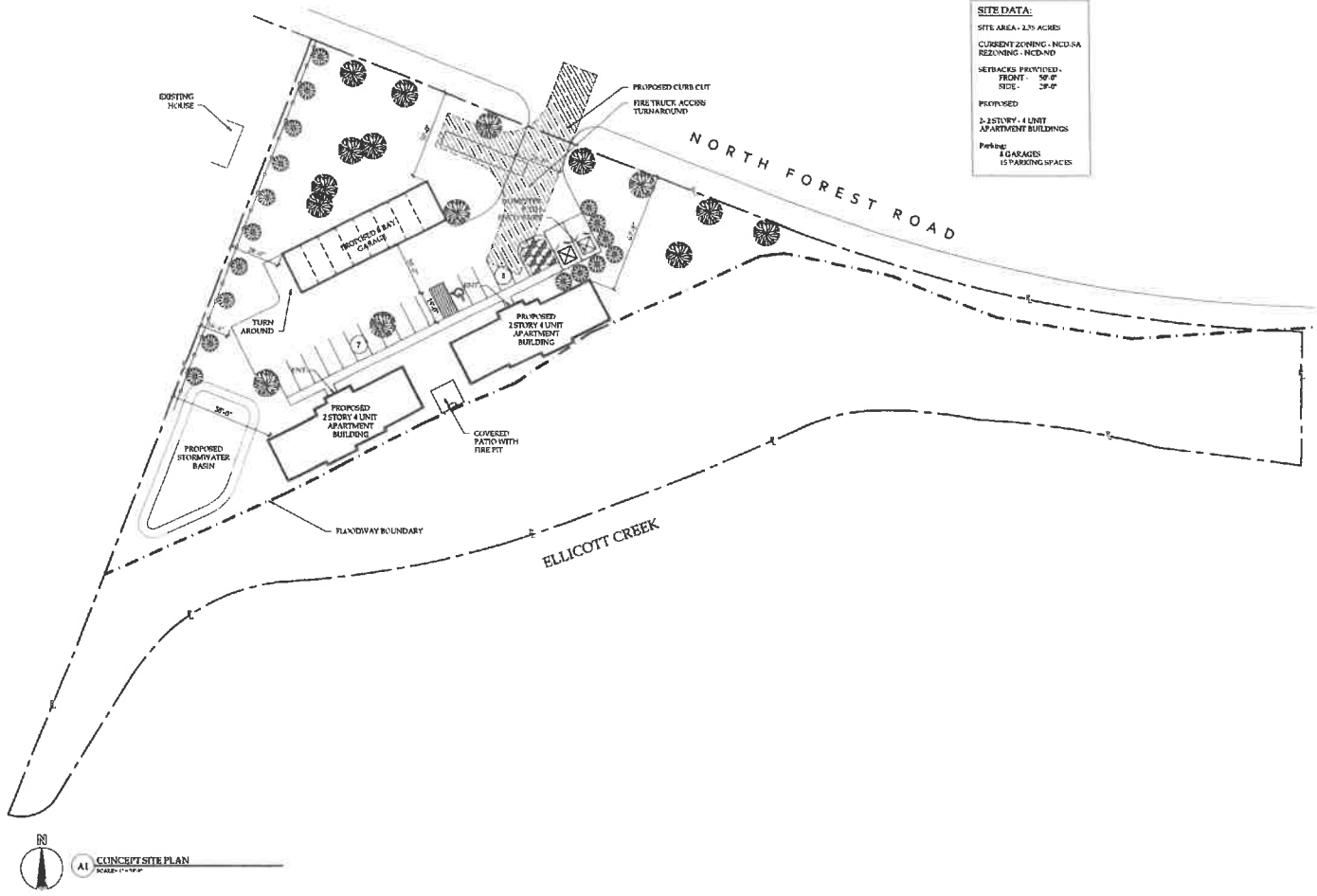
Sincerely,

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
1291 MILITARY RD
AMHERST NY 14221
PH. 716.691.0900
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:

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6. Landscaping has been added along the North Forest Road frontage of the Project Site.

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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

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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]

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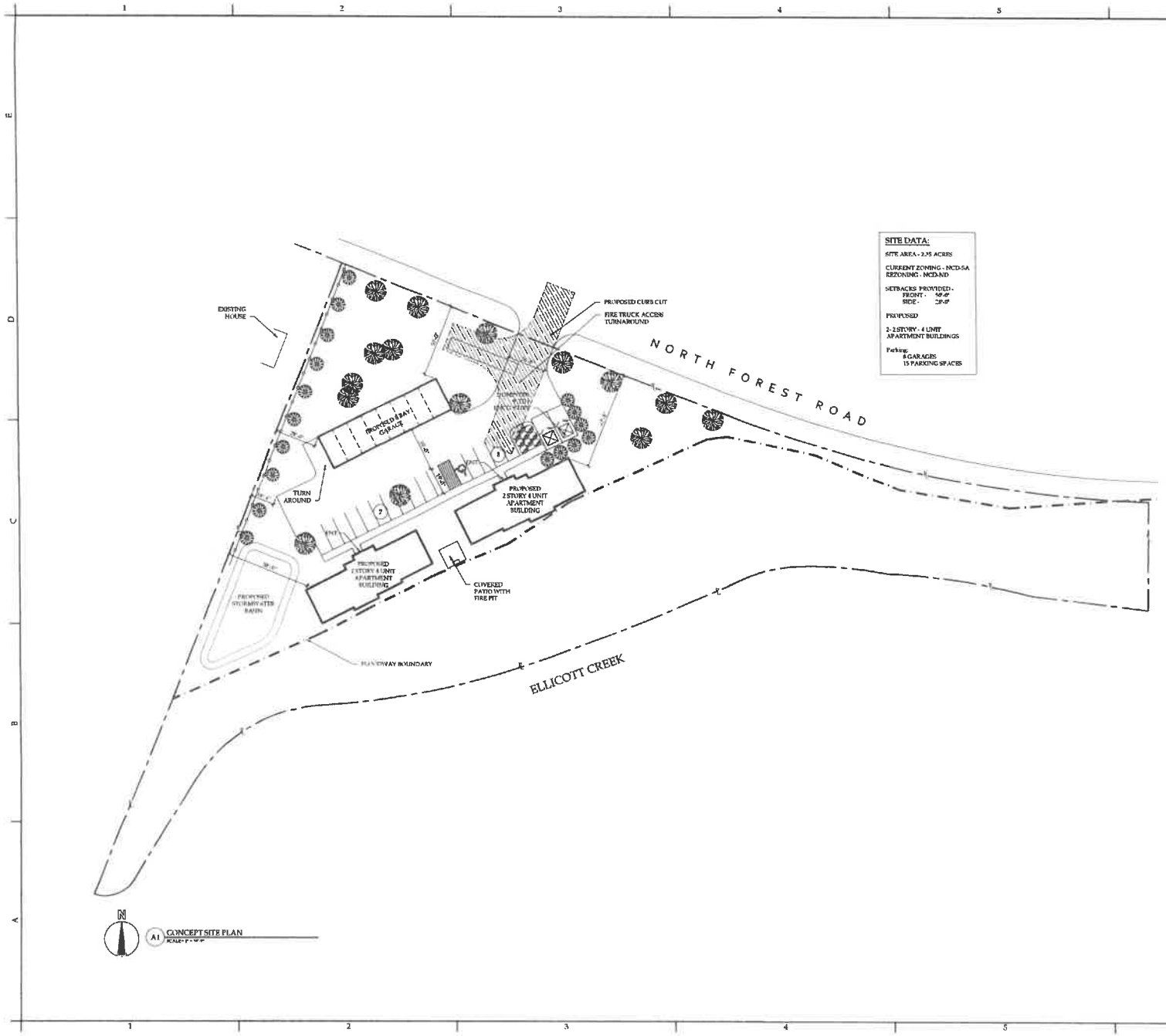

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NORTH FOREST APARTMENTS

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.Hermann

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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:

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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]

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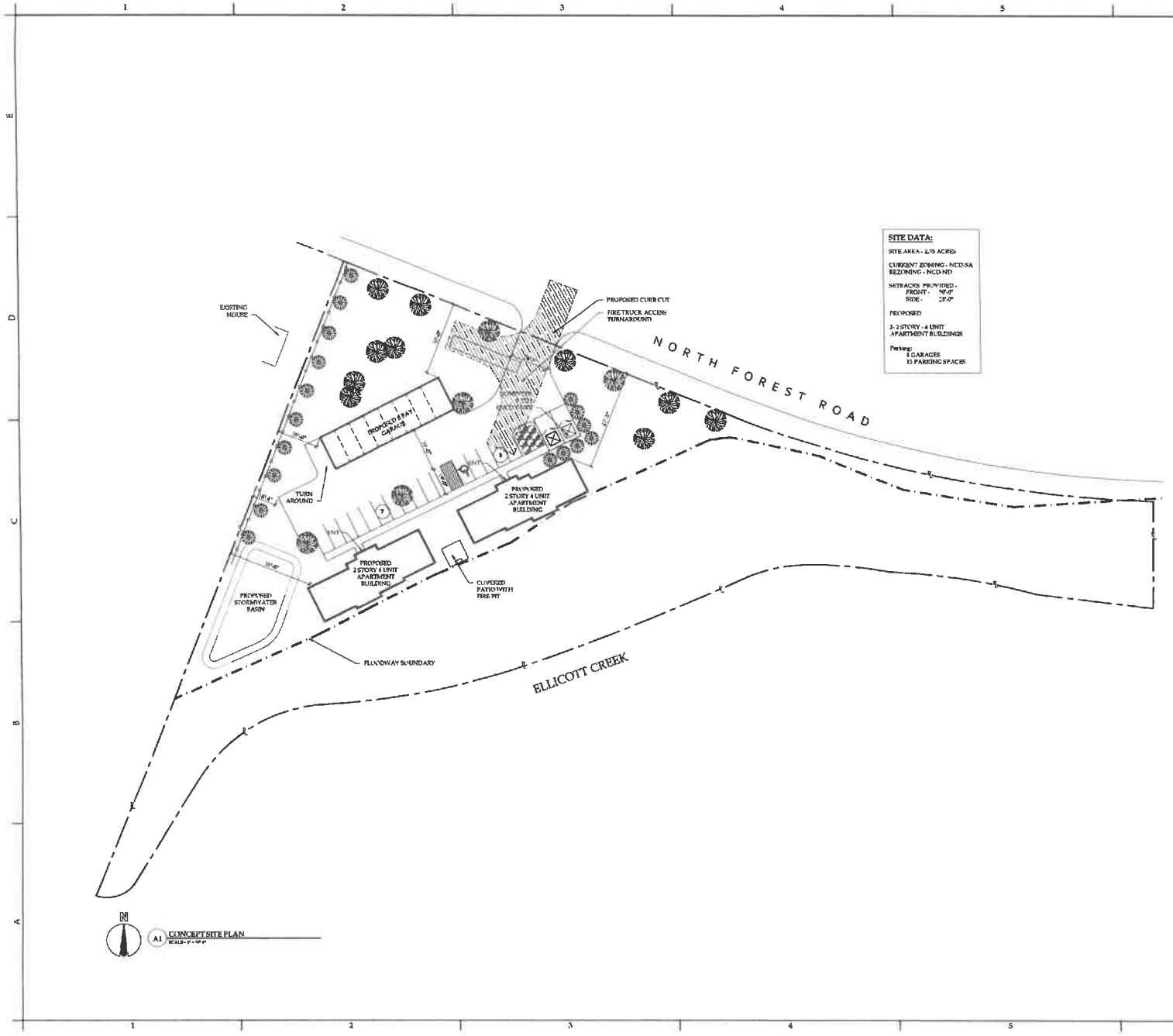

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2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL P.Silvestri
PROJ. ARCH. S. Hunt DRAFTER W. Manhardt
JOB CAPT. _____ INTERIORS K. Hamann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
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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.

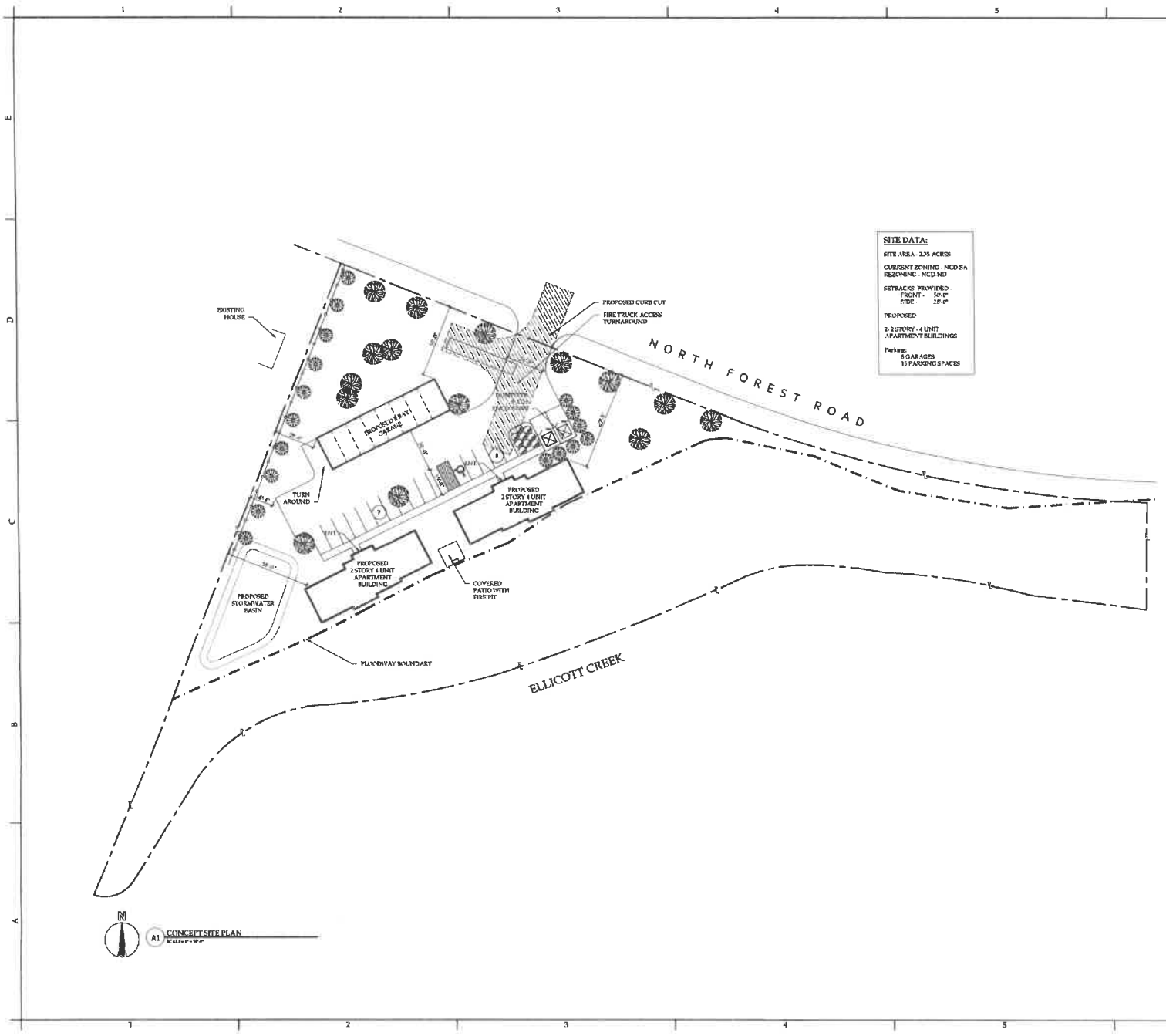
Sincerely,

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



NOTICE

This document, the property of, prepared and issued by the architect, is submitted for the specific project namely _____ and the recipient by accepting this document assumes custody and agrees that this document will not be copied or reproduced in part or as whole, and any special features pertine 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 Permits, etc.

NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL P. Silvestri
PROJ. ARCH. S. Hynd DRAFTER W. Manlowski
JOB CAPT. _____ INTERIORS K. Hamann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS - PC
1321 AIRLEYSPORT 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: 05/03/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 23177 **RESOLUTION 2021-375** **ADJOURNED**

Snyder Mixed Use Area - Main Street and Harlem Road Rezoning

DRAFT RESOLUTION
(05/03/2021)

Adoption of Local Law to Amend the Zoning Map (Z-2020-11)
[Various Properties as Listed on Attachment "A";
Snyder Mixed Use Area - Main Street and Harlem Road]

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, 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 March 18, 2021 that the proposed rezoning of the properties listed in "Attachment A" (and accompanying map) to Traditional Infill, 2.5 (TI-2.5) known as the Snyder Mixed-Use Area 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 these locations, 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 for those properties listed in "Attachment A" (and accompanying maps) to

Traditional Infill 2.5 (TI-2.5).

5/03/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Szukala and unanimously approved 5-0. The public hearing was opened at 7:30 PM.

Daniel J. Ulatowski, Principal Planner, presented.

The following speakers addressed the Town Board:
Lisa Drdul, 92 Chateau Terrace - Voiced her concerns regarding speeding, drivers not stopping st stop signs, too much traffic on street and at signal
Chris Drongosky, Amherstdale Road - Biggest concern is parking; traffic bad in the monring & afternoon; in favor of 2 1/2 stories

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 8:03 PM.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 5/17/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Deputy Supervisor	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

D R A F T (05/03/21)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2020-11

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 18.88 ± acres of land affecting 35 parcels from NB, GB, MS and R-3 to T1-2.5 consistent with the Town's Comprehensive Plan for establishing commercial and mixed-use zoning districts.

Location: Various locations as shown on Attachment "A", Main Street and Harlem Road area, Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Attachment: Z-2020-11_Town Board Draft Neg Dec_050321 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Parts 1 and 2 and a complete rezoning application, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 18.88 ± acres of land from NB, GB, MS & R-3 to TI-2.5, 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. All affected parcels will undergo a separate SEQR review if and when re-developed utilizing the Town's new mixed-use zoning regulations.

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.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project is consistent with section 3.3.2 of the Town's Comprehensive Plan for Commercial and Mixed-Use development and furthers such development by promoting traditional building form and scale with the subject zoning changes to the affected parcels.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, however, no changes are proposed with the rezoning action, 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 reduces allowable building heights and allows for the regulatory control of building form and design in an effort to promote the preservation of existing neighborhood character; therefore, the project is consistent with surrounding land uses.

6. The proposed rezoning to TI-2.5 will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to TI-2.5 will not create any hazard to human health.

Attachment: Z-2020-11_Town Board Draft Neg Dec_050321 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

8. The rezoning 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 TI-2.5, is not anticipated to significantly increase the number of people using the sites over the previous level of use.

10. Significant negative traffic impacts are not expected to result from the proposed project. If and when the affected parcels become re-developed a separate SEQR review will be undertaken to determine if potential traffic impacts will have to be mitigated for.

11. Coordinated reviews of the project have been undertaken by Town Departments, and along with outside agencies including Erie County Department of Environment & Planning , NYS Dept of Environmental Conservation and NYS Department of Transportation. 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

DU/du
X:\Current_Planning\Files\Rezonings\2020\Z-2020-11_(MU-Neighborhood 34_Main and Harlem)\Z-2020-11_Town Board Draft Neg Dec_050321.docx

cc: Amherst Town Clerk
Amherst Building Department
ECDEP

Attachment: Z-2020-11_Town Board Draft Neg Dec_050321 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

DRAFT
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 SNYDER MIXED-USE AREA, MAIN STREET & HARLEM ROAD AS SHOWN IN ATTACHMENT "A" 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 the Town of Amherst Code, Known as The Zoning Ordinance, To Rezone **Various Parcels within the Snyder Mixed-Use Area, Main Street and Harlem Road As Further Identified In Attachment "A"** 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 the **Snyder Mixed-Use Area, Main Street and Harlem Road as shown In Attachment "A"** 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 **Various Properties within the Snyder Mixed-Use Area, Main Street and Harlem Road as shown In Attachment "A"**, subject to any conditions imposed by the authorizing resolution; legally described in **Attachment "A" and supported by the tax maps and proposed zoning maps made part of the rezoning application**

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 the 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 immediate 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: LL Snyder Rezoning (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

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 May 03, 2021

April 23, 2021

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

Subject: Request to rezone 18.88 ± acres of land from NB, GB, MS and R-3 to TI-2.5; various properties in the Snyder mixed-use area - Main Street and Harlem Road, Town of Amherst, Petitioner.
(Z-2020-11).

Honorable Members:

The subject rezoning action affects 35 properties comprising 18.88 +/- acres of land within the Snyder neighborhood near Main Street and Harlem Road. The project area is bounded to the west by Amherstdale Road and to the east by Roycroft Boulevard.

The majority of the properties are currently zoned General Business (GB), with one parcel zoned Neighborhood Business (NB), one parcel zoned Motor Service (MS) and 4.5 parcels within the Residential Three (R-3) zoning district. Only one of the residentially zoned parcels is being utilized for residential purposes. For information on the surrounding zoning, please refer to the attached sketch.

The purpose of this rezoning request is to allow the implementation of the Town's new mixed-use zoning regulations in the subject area, consistent with the goals and objectives of the Town's Comprehensive Plan.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The proposed zoning is consistent with the policies of the Comprehensive Plan and the Zoning Ordinance. The proposal is consistent with Figure 6A which identifies Traditional mixed-use zoning for this area of the Town.

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Honorable Town Board

Rezone 18.88 ± acres of land from NB,GB,MS and R-3 to TI-2.5; various properties – Snyder, Main St. & Harlem Rd.
Agenda of May 03, 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 3.3.2 in the Town Comprehensive Plan establishes guidance for the establishment of mixed-use areas within the Town and the traditional form of development that the proposed zoning map amendments will encourage. The change in zoning affecting the subject properties will allow for a reduction in building height and require that new development meet traditional building form and design, further ensuring that any anticipated new infill development will be compatible with the existing surrounding neighborhood context.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and should be adequate for future infill development. 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-2020-11_(MU-Neighborhood 34_Main and Harlem)\Z-2020-11_Town Board Letter_05_03_2021.docx
cc: Stanley Sliwa, Town Attorney

Planning Board Approval March 18, 2021
Ayes 5; Noes 2 (Gilmour, Raffaele)

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2020-11

PETITIONER

Town of Amherst

PROPERTY LOCATION

22 & 25 **Chateau Terrace**; 17 & 20 **Fruehauf Avenue**; 17 & 19 **Lincoln Avenue**; 4357 & 4367, 4500 & 4511 **Harlem Road**; 4444, 4446, 4445, 4464, 4467, 4470, 4476, 4498, 4500, 4510-4514, 4511-4521, 4516, 4525, 4536, 4543, 4548, 4549-4557, 4564, 4567, 4574, 4575- 4585, 4590, 4600, 4610 & 4614 **Main Street.**

WHEREAS the Town of Amherst Planning Board on Thursday, March 18, 2021 held a remote public hearing on the proposed rezoning of land from NB, GB, MS and R-3 to TI-2.5, and

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

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

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

A. The proposed zoning and development plan **is** generally consistent with the policies of the Comprehensive Plan and the Zoning Ordinance. The proposal is consistent with the Conceptual Land Use Plan which shows Traditional mixed-use in this area of the Town.

B. There are adequate services and utilities available or proposed to be made available for future re-development.

C. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

D. The subject property is suitable for uses permitted by the current versus the proposed district.

E. The proposed change does tend to improve the balance of uses, and meets a specific demand in the Town for a mix of land uses to be permitted in proximity to one another, and benefiting from such proximity.

MAR25'21 PM 2:38 RCVD

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2020-11

PETITIONER

Town of Amherst

PROPERTY LOCATION

22 & 25 **Chateau Terrace**; 17 & 20 **Fruehauf Avenue**; 17 & 19 **Lincoln Avenue**; 4357 & 4367, 4500 & 4511 **Harlem Road**; 4444, 4446, 4445, 4464, 4467, 4470, 4476, 4498, 4500, 4510-4514, 4511-4521, 4516, 4525, 4536, 4543, 4548, 4549-4557, 4564, 4567, 4574, 4575- 4585, 4590, 4600, 4610 & 4614 **Main Street.**

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, March 18, 2021; moved by - Penberthy; seconded by – Chmiel; ayes 5, noes 2 (Gilmour, Raffaele).

Robert J. Gilmour, Chair

3-25-21
Date

DU/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-11_(MU-Neighborhood 34_Main and Harlem)\Z-2020-11_Resolution_031821.docx
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator

MAR25'21 PM 2:38 RCVD

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

DRAFT RESOLUTION
(05/03/2021)

Adoption of Local Law to Amend the Zoning Map (Z-2020-11)
[Various Properties as Listed on Attachment "A";
Snyder Mixed Use Area – Main Street and Harlem Road]

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, 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 March 18, 2021 that the proposed rezoning of the properties listed in "Attachment A" (and accompanying maps) to Traditional Infill, 2.5 (TI-2.5) known as the Snyder Mixed-Use Area 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 these locations, 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 for those properties listed in "Attachment A" (and accompanying maps) to Traditional Infill 2.5 (TI-2.5).

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review

For Official Use

File #: Z-2020-11 **Acreage** 18.88+/- **Fee $** N/A

Address Verified by Assessor's Office _____ VERIFIED BY DATE

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

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials Received by Planning Dept. _____ RECEIVED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	_____
2 – 20 ACRES **$1,250 + $250/acres or fraction thereof over 2 acres** (fractions of an acre to be counted as 1 acre)		_____
21 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 21 acres** (fractions of an acre to be counted as 1 acre)		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres** (fractions of an acre to be counted as 1 acre)		_____
Request for Relief of / Change to Conditions of Zoning Approval	**$1,200.**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	_____
	TOTAL FEE:	**$** 0.00

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

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Town of Amherst

Address: 5583 Main Street

Williamsville N Y 14221
City State Zip Code

Phone: 716-631-7051 Fax 716-631-7153

E Mail: dulatowski@amherst.ny.us

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

From: See Attachment "A" (GB, MS, NB, R-3) District

To: See Attachment "A" (TI-2.5) District

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

See Attachment "A"

SBL #: See Attachment "A"

4. **Area of land to be rezoned** (in acres): 18.88+/- See Attachment "A" for specific sites

5. **Owner of Land**:

Name: See Attachment "B"

Address:

Telephone:

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

Name: Town of Amherst

Address: Planning Department

5583 Main Street

Williamsville, NY 14221
City State Zip Code

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

_____ Option to purchase
_____ Owner
_X_ Other (explain) Town initiated action to rezone various parcels to the Town's new Mixed Use zoning provisions adopted on September 3, 2019.

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

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)

None

9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.** See Attachments A, B & Associated Tax Maps

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

Liber _____ Page _____

11. **Information on proposed project:**

A. Description of the character of the proposed development:

No changes to existing uses are proposed.

B. Rationale for rezoning request:

1. Why was this site chosen? Sites chosen have been identified in the Town's Comprehensive Plan as mixed used centers or commercal mixed use areas.

2. Why cannot land be used with the existing zoning? The existing GB & NB zoning districts are being removed from the Zoning Ordinance, requiring the re-classification of lands to the new Mixed Use Zoning Districts adopted on September 3, 2019.

3. How will this rezoning impact surrounding properties? The change in zoning classification provides for a more compatible zoning classification which recognizes existing neighborhood context and allows the Town to shape the form of new buildings.

4. How will this rezoning impact the school system? The proposed rezonings are not anticipated to negatively impact the school system.

12. **Quantitative Data:**

A. Total # of dwelling units: 0 (no changes to existing condition are proposed)

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

C. Gross Residential Density per acre: N/A

D. Total amount of Open Space: N/A

E. Proposed Non-Residential Floor Area: N/A

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

13. Development Schedule: N/A

Start _____

Finish _____

Stages (# of)_____

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

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

N/A

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

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

1. State in detail why the proposed zoning is consistent with the adopted <u>Town of Amherst Bicentennial Comprehensive Plan</u>. 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 <u>www.amherst.ny.us</u>). Add sheets as needed.

The proposed rezonings are consistent with the above referenced Comprehensive Plan. In particular such proposed rezonings are consistent with the goals and objectives as stated in Section 3.0 and Figures 6 and 6-A.

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.

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

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.

N/A

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

The proposed rezonings are consistent with Sections 1-2-2E and 1-2-2H of the Zoning Ordinance as they will regulate and control the location and spacing of new buildings on lots and in relation to the surrounding property consistent with the policies of the Comprehensive Plan; and will assure that new structures and land use arrangements are aesthetically harmonious with nearby areas and structures.

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

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

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

The rezonings are district wide and will be compatible across properties affected by such rezonings, including adjacent properties not being rezoned.

D. Suitability of the subject property for uses permitted by the current versus the proposed district: The properties affected are identified in the Comprehensive Plan as mixed use centers and commercial mixed use areas specifically identified to receive such proposed zoning designations

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

The proposed rezonings meet the goals and objectives of the Town's Comprehensive Plan by allowing for a mix of land uses, a focus on building form and a re-distribution of densities to designated mixed use centers.

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17. The petitioner encloses herewith the sum of $ 0.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

_____
Signature of Petitioner

Subscribed and sworn to before me this _____ *day of* _____, *20*____

Notary Public, Erie County, New York _____

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

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

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

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

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

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

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

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

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Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Traditional Infill 2.5 Rezoning- Mixed Use Neighborhood 34		
Project Location (describe, and attach a general location map): Main and Harlem Neighborhood		
Brief Description of Proposed Action (include purpose or need): Rezoning of approximately 35 parcels from General Business to the Town's new TI-2.5, Traditional Infill Two and One Half zoning district .		
Name of Applicant/Sponsor: Town of Amherst	Telephone: (716) 631-7051 E-Mail: dulatowski@amherst.ny.us	
Address: 5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

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B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Amherst Town Board - approval	March 2021(projected)
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Amherst Planning Board - recommendation	February 2021(projected)
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	Erie County DEP -GML 239m Erie County DPW - review	January 2021(projected)
f. Regional agencies ☐Yes ☐No		
g. State agencies ☑Yes ☐No	NYSDEC- review NYSParks- SHPO NYSDOT- review	January 2021 (projected)
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):

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):

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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?
NB- Neighborhood Business, GB- General Business, MS- Motor Service and R-3, Residential District Three

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? TI-2.5, Traditional Infill Two and One Half

C.4. Existing community services.

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

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

c. Which fire protection and emergency medical services serve the project site?
Snyder Fire Company

d. What parks serve the project site?
Amherst Community Center

D. Project Details

D.1. Proposed and Potential Development

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

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

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

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

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

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

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

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

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☐No
If Yes,
i. Purpose of the impoundment: _____
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify: _____
iii. If other than water, identify the type of impounded/contained liquids and their source. _____
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

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

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

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

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

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

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

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

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: _____ gallons/day

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

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

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

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

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

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

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

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

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

i. Total anticipated liquid waste generation per day: _____ gallons/day

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

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

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

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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 _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

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

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:
- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:
- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

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

If yes:

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

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

Describe:

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

If yes:

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

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

Describe:

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

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

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐Yes ☐No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐Yes ☐No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

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

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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:

_____
_____

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? _____ feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☐No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: _____ _____%
_____ _____%
_____ _____%

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

e. Drainage status of project site soils: ☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____% of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

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

h. Surface water features.

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

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

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

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☐No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☐No

j. Is the project site in the 100-year Floodplain? ☐Yes ☐No

k. Is the project site in the 500-year Floodplain? ☐Yes ☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☐No
If Yes:

i. Name of aquifer: _____

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

n. Does the project site contain a designated significant natural community? ☐Yes ☐No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☐No
If Yes:
i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☐No
If Yes:
i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☐No
If yes, give a brief description of how the proposed action may affect that use: _____

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

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☐No
If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☐No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☐No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☐No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

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e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☐ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Daniel J. Ulatowski, AICP Date January 12, 2021

Signature Title Principal Planner/ZEO

PRINT FORM

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Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]
Project : Z-2020-11
Date : 12/22/2020

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes**" to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No**" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
If "Yes", answer questions a - j. If "No", move on to Section 2.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts: _____		☐	☐

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2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☑ NO ☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

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l. Other impacts: _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

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g. Other impacts: _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑ NO ☐ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

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e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____ _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑NO ☐YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

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9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

☐ NO ☑ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	☑	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☑	☐

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d. Other impacts: _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

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13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. (See Part 1. D.2.j) ☑ NO ☐ YES
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. (See Part 1. D.2.k) ☑ NO ☐ YES
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. (See Part 1. D.2.m., n., and o.) ☑ NO ☐ YES
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____			

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

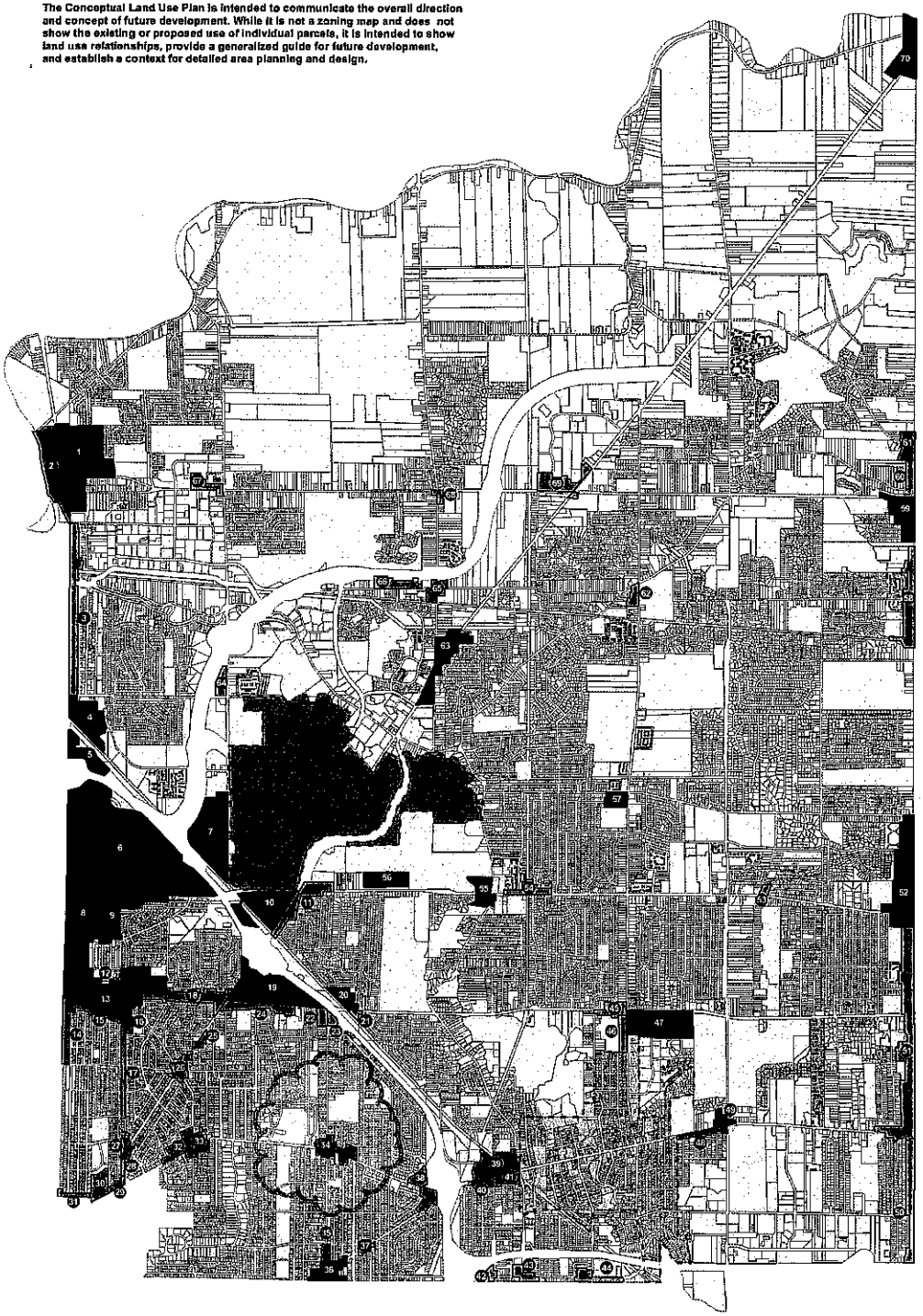
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

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.



1. Wegmans (NFB)
2. Walgreens (NFB)
3. NFB / Ellicott Creek Strip
4. Home Depot (NFB)
5. Innkeepers Lane
6. Consumer Square / Ridge Lea
7. University Place
8. Boulevard Mall
9. Wegmans (Alberta)
10. Golden Triangle
11. Maple / Amherst Manor
12. Walmart (Sheridan)
13. Northtown Plaza
14. NFB Strip
15. Eggert Strip
16. Eggert / Bailey
17. Bailey Strip
18. Sheridan / Millersport Strip
19. Northtown Auto (Sheridan)
20. Sheridan / Sunrise - North Side
21. Sheridan / Sunrise - South Side
22. Sheridan / Harlem - West Side
23. Sheridan / Harlem - East Side
24. Sheridan / Getzville Strip
25. Millersport / Arcade
26. Six Corners
27. Bailey / Grover Cleveland
28. Bailey Live-Work
29. Main / Bailey
30. University Plaza
31. Kenmore Avenue
32. Eggertsville (Main / Eggert - West Side)
33. Eggertsville (Main / Eggert - East Side)
34. **Snyder (Main / Harlem)**
35. Harlem Strip
36. Harlem / Kensington
37. Kensington / Saratoga
38. Main / Kensington
39. West of Village - North of Main
40. West of Village - South of Main (West Side)
41. West of Village - South of Main (East Side)
42. Wehrle / South Forest
43. Wehrle / South Union
44. Wehrle / Cayuga
45. Sheridan / Hopkins
46. Evans Strip
47. Williamsville Place
48. Main Strip
49. Main / Youngs
50. Transit / Wehrle
51. Transit from Main to Maple
52. Transit / Maple
53. Maple / Ayer
54. Maple Strip
55. Maple / North Forest
56. Gun Club
57. Clearfield Plaza
58. Transit / Casey
59. Transit / North French
60. Transit / Dodge
61. Swormville
62. Hopkins / Dodge
63. Getzville Plaza
64. Sweet Home / Skinnersville
65. Campbell / Dodge
66. Dodge Strip
67. Sweet Home / North French
68. Campbell / North French
69. Crosspointe
70. Transit / Millersport

FIGURE 6-A

Suburban Center
Suburban Corridor
Traditional Areas
Village of Williamsville
University at Buffalo

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

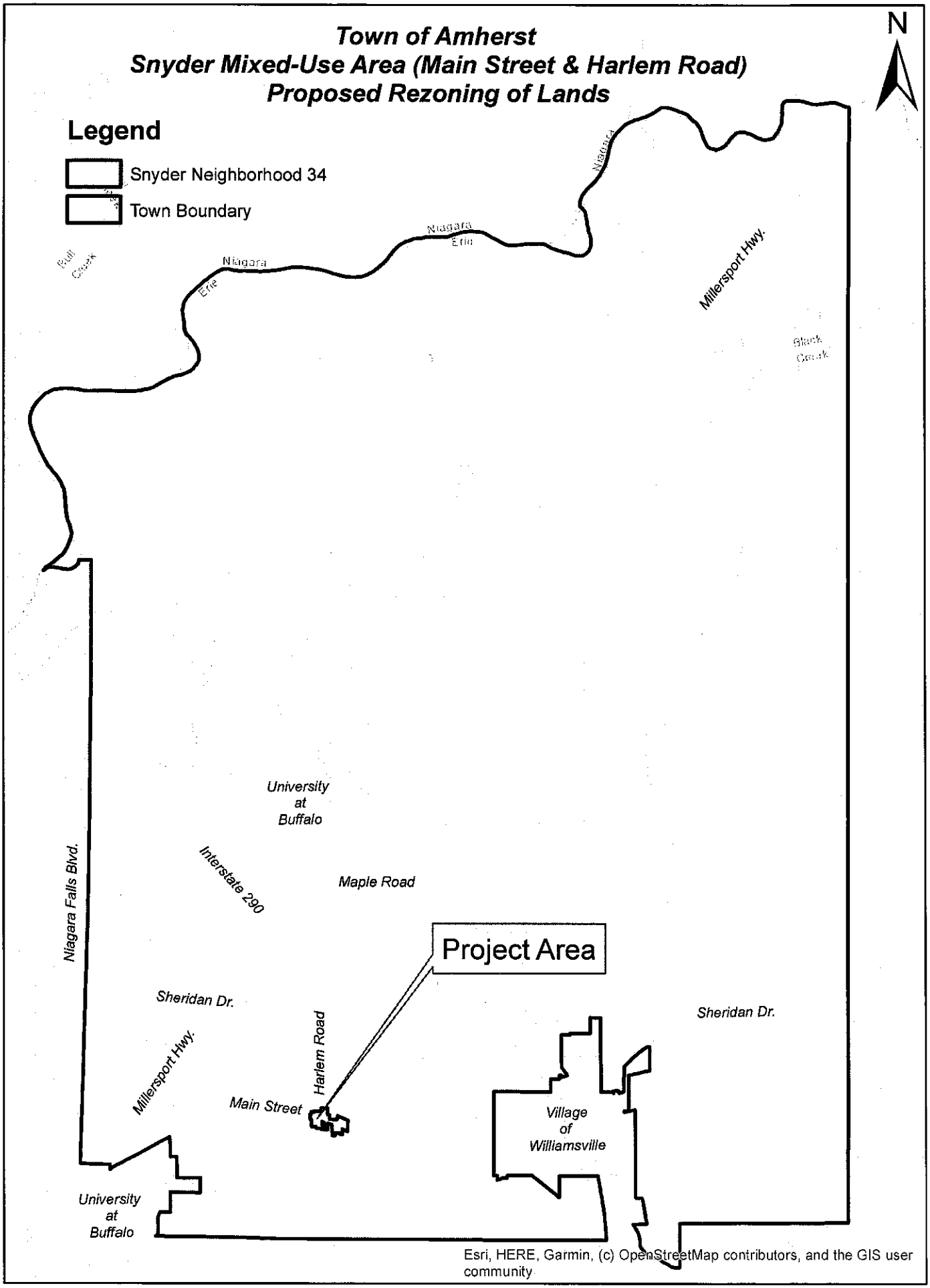
Date: September 2019

N

0 0.2 0.4 0.6 0.8 1 Miles

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Town of Amherst
Snyder Mixed-Use Area (Main Street & Harlem Road)
Proposed Rezoning of Lands



Prepared by the Town of Amherst Planning Department - December 2020

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

D R A F T (05/03/21)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2020-11

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 18.88 ± acres of land affecting 35 parcels from NB, GB, MS and R-3 to T1-2.5 consistent with the Town's Comprehensive Plan for establishing commercial and mixed-use zoning districts.

Location: Various locations as shown on Attachment "A", Main Street and Harlem Road area, Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Parts 1 and 2 and a complete rezoning application, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 18.88 ± acres of land from NB, GB, MS & R-3 to TI-2.5, 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. All affected parcels will undergo a separate SEQR review if and when re-developed utilizing the Town's new mixed-use zoning regulations.

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.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project is consistent with section 3.3.2 of the Town's Comprehensive Plan for Commercial and Mixed-Use development and furthers such development by promoting traditional building form and scale with the subject zoning changes to the affected parcels.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, however, no changes are proposed with the rezoning action, 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 reduces allowable building heights and allows for the regulatory control of building form and design in an effort to promote the preservation of existing neighborhood character; therefore, the project is consistent with surrounding land uses.

6. The proposed rezoning to TI-2.5 will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to TI-2.5 will not create any hazard to human health.

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

8. The rezoning 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 TI-2.5, is not anticipated to significantly increase the number of people using the sites over the previous level of use.

10. Significant negative traffic impacts are not expected to result from the proposed project. If and when the affected parcels become re-developed a separate SEQR review will be undertaken to determine if potential traffic impacts will have to be mitigated for.

11. Coordinated reviews of the project have been undertaken by Town Departments, and along with outside agencies including Erie County Department of Environment & Planning , NYS Dept of Environmental Conservation and NYS Department of Transportation. 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

DU/du
X:\Current_Planning\Files\Rezonings\2020\Z-2020-11_(MU-Neighborhood 34_Main and Harlem)\Z-2020-11_Draft TB Neg Dec_05_03_2021.docx

cc: Amherst Town Clerk
Amherst Building Department
ECDEP

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

DRAFT
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 SNYDER MIXED-USE AREA, MAIN STREET & HARLEM ROAD AS SHOWN IN ATTACHMENT "A" 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 the Town of Amherst Code, Known as The Zoning Ordinance, To Rezone **Various Parcels within the Snyder Mixed-Use Area, Main Street and Harlem Road As Further Identified In Attachment "A"** 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 the **Snyder Mixed-Use Area, Main Street and Harlem Road as shown In Attachment "A"** 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 **Various Properties within the Snyder Mixed-Use Area, Main Street and Harlem Road as shown In Attachment "A"**, subject to any conditions imposed by the authorizing resolution; legally described in **Attachment "A" and supported by the tax maps and proposed zoning maps made part of the rezoning application**

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 the 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 immediate 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: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Attachment "A"

PARCEL ID#	SBL	PARCEL ADDRESS	PARCEL ACREAGE	ACREAGE TO BE REZONED	EXISTING ZONING	PROPOSED ZONING	FRONTAGE TYPE
A1	68.17-4-41	4444 MAIN ST	0.13	0.13	GB	TI-2.5	Village
A2	68.17-4-40	4446 MAIN ST	1.17	1.17	GB	TI-2.5	Village
A3	68.17-4-39	4464 MAIN ST	0.27	0.27	GB	TI-2.5	Village
A4	68.17-4-38	4470 MAIN ST	0.35	0.35	GB	TI-2.5	Village
A5	68.17-4-36.1	4476 MAIN ST	0.97	0.97	GB	TI-2.5	Village
A6	68.17-4-35	4500 HARLEM RD	0.27	0.27	GB	TI-2.5	Village
B1	68.17-5-26.1	4498 MAIN ST	0.71	0.71	GB	TI-2.5	Village
B2	68.17-5-27	4511 HARLEM RD	1.26	1.26	GB	TI-2.5	Village
B3	68.17-5-25.1	4500 MAIN ST	0.52	0.52	GB	TI-2.5	Village
B4	68.17-5-24	4510-4514 MAIN ST	0.76	0.76	GB	TI-2.5	Village
B5	68.17-5-23	4516 MAIN ST	0.74	0.74	GB	TI-2.5	Village
B6	68.17-5-20	20 FRUEHAUF AVE	0.09	0.09	GB	TI-2.5	Village
B7	68.17-5-21.1	4536 MAIN ST	0.29	0.29	GB	TI-2.5	Village
C1	68.17-6-21	4548 MAIN ST	0.39	0.39	GB	TI-2.5	Village
C2	68.17-6-22	17 FRUEHAUF AVE	0.12	0.12	R-3	TI-2.5	Village
C3	68.17-6-19	22 CHATEAU TER	0.13	0.13	R-3	TI-2.5	Village
C4	68.17-6-20	4564 MAIN ST	0.31	0.31	GB	TI-2.5	Village
D1	80.06-1-24.11	4574 MAIN ST	0.51	0.51	GB	TI-2.5	Village
D2	80.06-1-21.21	25 CHATEAU TER	1.21	1.21	GB	TI-2.5	Green
D3	80.06-1-21.11	4590 MAIN ST	0.73	0.73	GB	TI-2.5	Green
D4	80.06-1-20	4600 MAIN ST	0.52	0.52	GB	TI-2.5	Green
D5	80.06-1-19	4610 MAIN ST	0.48	0.48	GB	TI-2.5	Green
D6	80.06-1-18.1	4614 MAIN ST	0.95	0.95	GB	TI-2.5	Green
E1	80.05-5-42	4445 MAIN ST	1.02	1.02	MS	TI-2.5	Green/Vill.
E2	80.05-5-1	4467 MAIN ST	1.35	1.35	NB	TI-2.5	Village
F1	80.05-6-35	4357 HARLEM RD	0.28	0.28	GB	TI-2.5	Village
F2	80.05-6-36	4367 HARLEM RD	0.19	0.19	GB	TI-2.5	Village
F3	80.05-6-1	4511-4521 MAIN ST	0.36	0.36	GB	TI-2.5	Village
F4	80.05-6-2	4525 MAIN ST	0.13	0.13	GB	TI-2.5	Village
F5	80.05-6-3.11	17 LINCOLN RD	0.15	0.15	R-3	TI-2.5	Village
F6	80.05-6-4	19 LINCOLN RD	0.19	0.19	R-3	TI-2.5	Village
G1	80.05-7-5	4543 MAIN ST	0.38	0.38	GB	TI-2.5	Village
G2	80.05-7-6.1	4549-4557 MAIN ST	0.74	0.74	GB	TI-2.5	Village
H1	80.06-12-1	4567 MAIN ST	0.23	0.23	GB	TI-2.5	Village
H2	80.06-12-2.1	4575-4585 MAIN ST	0.97	0.97	GB/R-3	TI-2.5	Village

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Z-2020-11

Request to Rezone Land from NB, GB, MS & R-3 to TI-2.5

Property located at 22&25 Chateau Ter.;17&20 Fruehauf Ave.; 4357,4367,4500 & 4511 Harlem Rd.; 4444,4446,4445,4464, 4467,4470,4476,4498,4500, 4510-4514, 4511-4521,4516,4525,4536, 4543,4548.4549-4557, 4564,4567,4574,4575-4585,4590,4600,4610 & 4614 Main Street; 17&19 Lincoln Road

Town of Amherst, Petitioner

April 9, 2021

GB Existing Zoning

TI-2.5

1A = Parcel ID Number

= Green Frontage Type

N

MU Area # 34

Prepared by the Town of Amherst Planning Department

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY AND REPLY TO MUNICIPALITY

Note: Please complete in triplicate. Send original and one copy (with attachments) to Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202. Retain last copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: M617-21-85

Received: 1/14/21

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if no reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final action without considering such reply. If, however, reply is received at any time prior to municipal Action, such reply must be considered.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

2. Hearing Schedule: **Date** 2/18/2021 **Time** 6:30PM **Location** 5583 Main Street, Williamsville

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

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

☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other

5. Location of Property: ☐ Entire Municipality ☒ Specific as follows — Harlem and Main Mixed-Use Neighborhood 34 - See attachement "A"

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: (be specific) Rezoning 35+/- Parcels to Town's New Mixed Use TI-2.5 District

8. Other remarks: (ID#, SBL#, etc.) (see attached list of properties) Z-2020-11

9. Submitted by: Daniel J. Ulatowski, AICP, Principal Planner/ZEO 01/12/2021

Town of Amherst, 5583 Main St., Williamsville, NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 1/14/21. **The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.**

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Form ZR-3, Comment on Proposed Action is attached hereto.**
3. ☐ **The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.**
4. ☒ **No recommendation; proposed action has been reviewed and determined to be of local concern**

By the Division of Planning: Dan McCall **Date:** 2/17/21

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

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 Directc

RECEIVED
FEB 01 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

January 12, 2021

TO: 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
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Garrett Hacker, PE, Erie County Highway
Amherst Central School District

RECEIVED
JAN 14 2021
TOWN OF AMHERST
BUILDING DEPT

FROM: Planning Department, Daniel J. Ulatowski, AICP, Principal Planner/ZEO DJU

SUBJECT: REQUEST TO REZONE 18.88± ACRES OF LAND – **MIXED-USE ZONING SNYDER – HARLEM ROAD/MAIN STREET AREA, Z-2020-11**; PROPERTIES LISTED ON ATTACHMENT "A". TOWN OF AMHERST, 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: Douglas Gesel **Date:** 1-29-21

EK/DU/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-11_(MU-Neighborhood 34_Main and Harlem)\Z-2020-11_Transmittal_01_12_2021.doc
cc: Scott Marshall, Principal Planner

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
270 Michigan Avenue, Buffalo, NY 14203-2915
P: (716) 851-7165 | F: (716) 851-7168
www.dec.ny.gov

SENT VIA EMAIL

January 22, 2021

Mr. Daniel J. Ulatowski
Town of Amherst Planning Department
5583 Main Street
Williamsville, New York 14750-0414

Dear Mr. Ulatowski:

SEQR LEAD AGENCY DESIGNATION
MIXED – USE ZONING SNYDER – HARLEM ROAD/MAIN STREET AREA
TOWN OF AMHERST, ERIE COUNTY

This office has reviewed the Town of Amherst request for Lead Agency status on the rezoning of the above-noted area from General Business (GB) to Traditional Infill Two and One Half (TI-2.5). NYSDEC agrees that the Town should act as the SEQR Lead Agency. NYSDEC is not an involved agency and does not have any specific comments regarding the parcel rezoning.

We recognize that no development is proposed. However, if any future development is proposed for this area, please coordinate with this Department so that any permits or environmental concerns can be identified and addressed responsibly.

Thank you for providing this office the opportunity to review the proposed zoning amendments. If you have any questions, please feel free to contact Mr. Mark Passuite or me at 716/851-7165.

Respectfully,

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 08:53:28 -05'00'

David S. Denk
Regional Permit Administrator

MFP

Z-2020-11

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Amherst

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

RECEIVED
JAN 21 2021
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

MEMORANDUM January 12, 2021

TO: 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
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Garrett Hacker, PE, Erie County Highway
Amherst Central School District

FROM: Planning Department, Daniel J. Ulatowski, AICP, Principal Planner/ZEO DJU

SUBJECT: REQUEST TO REZONE 18.88± ACRES OF LAND – **MIXED-USE ZONING SNYDER – HARLEM ROAD/MAIN STREET AREA, Z-2020-11**; PROPERTIES LISTED ON ATTACHMENT "A". TOWN OF AMHERST, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: _____

_____.

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

_____

_____

_____.

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

Signature: _____ **Date:** 1/20/21

EK/DU/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-11_(MU-Neighborhood 34_Main and Harlem)\Z-2020-11_Transmittal_01_12_2021.doc
cc: Scott Marshall, Principal Planner

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Amherst

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

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2021 JAN 15 P 12:20

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

MEMORANDUM January 12, 2021

TO: Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
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Garrett Hacker, PE, Erie County Highway
Amherst Central School District

FROM: Planning Department, Daniel J. Ulatowski, AICP, Principal Planner/ZEO DJU

SUBJECT: REQUEST TO REZONE 18.88± ACRES OF LAND – **MIXED-USE ZONING SNYDER – HARLEM ROAD/MAIN STREET AREA, Z-2020-11**; PROPERTIES LISTED ON ATTACHMENT "A". TOWN OF AMHERST, 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:** 1/19/21

EK/DU/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-11_(MU-Neighborhood 34_Main and Harlem)\Z-2020-11_Transmittal_01_12_2021.doc
cc: Scott Marshall, Principal Planner

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

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 January 12, 2021

TO: Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
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Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Garrett Hacker, PE, Erie County Highway
Amherst Central School District

RECEIVED
JAN 19 2021
TOWN OF AMHERST
PLANNING DEPT

FROM: Planning Department, Daniel J. Ulatowski, AICP, Principal Planner/ZEO DJU

SUBJECT: REQUEST TO REZONE 18.88± ACRES OF LAND – **MIXED-USE ZONING SNYDER – HARLEM ROAD/MAIN STREET AREA, Z-2020-11**; PROPERTIES LISTED ON ATTACHMENT "A". TOWN OF AMHERST, 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: 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:** 1/15/2021

EK/DU/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-11_(MU-Neighborhood 34_Main and Harlem)\Z-2020-11_Transmittal_01_12_2021.doc
cc: Scott Marshall, Principal Planner

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

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
JAN 19 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM January 12, 2021

TO: Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
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Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Garrett Hacker, PE, Erie County Highway
Amherst Central School District

FROM

1/14/21 ad ✓

TO:

RECEIVED
JAN 14 2020
TOWN ATTORNEY

FROM: Planning Department, Daniel J. Ulatowski, AICP, Principal Planner/ZEO DJU

SUBJECT: REQUEST TO REZONE 18.88± ACRES OF LAND – **MIXED-USE ZONING SNYDER – HARLEM ROAD/MAIN STREET AREA, Z-2020-11**; PROPERTIES LISTED ON ATTACHMENT "A". TOWN OF AMHERST, 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

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:** 1/14/21

EK/DU/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-11_(MU-Neighborhood 34_Main and Harlem)\Z-2020-11_Transmittal_01_12_2021.doc
cc: Scott Marshall, Principal Planner

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Ulatowski, Daniel

From: burst@emailmeform.com on behalf of EmailMeForm <burst@emailmeform.com>
Sent: Saturday, February 20, 2021 1:14 AM
To: Ulatowski, Daniel
Subject: ~~Boulevard Central District~~ SNYDER Rezoning - Submission ID# 1

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

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

View Entry

Type*:	Comment
Question, Comment, or Concern*:	I am against the Harlem and Main Street rezoning. It is just done for tax revenue. leave it as is . What benefits do the residents living there get ? I can not see any so I am against it
Name*:	John Zendano
Address*:	173 Breezewood Commons
Phone:	716-534-8642
Email*:	jzendano@yahoo.com

*** Text Database Entry ***
"Type","Question, Comment, or Concern","Name","Address","Phone","Email"
"Comment","I am against the Harlem and Main Street rezoning. It is just done for tax revenue. leave it as is . What benefits do the residents living there get ? I can not see any so I am against it","John Zendano","173 Breezewood Commons","716-534-8642","jzendano@yahoo.com"

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Ulatowski, Daniel

From: burst@emailmeform.com on behalf of EmailMeForm <burst@emailmeform.com>
Sent: Tuesday, February 23, 2021 11:15 AM
To: Ulatowski, Daniel
Subject: Snyder Rezonings - Submission ID# 2

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

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

View Entry

Type*:	Question
Question, Comment, or Concern*:	I live at 4520 Harlem. I am replacing a pergola in my back yard, putting in a concrete driveway and possibly adding a mud room to the back of my home. Will the rezoning have any bearing on these plans?
Name*:	Jeannette Ferguson
Address*:	4520 Harlem Rd, Snyder, NY 14226
Phone:	716-445-5666
Email*:	prophecy@roadrunner.com

*** Text Database Entry ***
"Type","Question, Comment, or Concern","Name","Address","Phone","Email"
"Question","I live at 4520 Harlem. I am replacing a pergola in my back yard, putting in a concrete driveway and possibly adding a mud room to the back of my home. Will the rezoning have any bearing on these plans?","Jeannette Ferguson","4520 Harlem Rd, Snyder, NY 14226","716-445-5666","prophecy@roadrunner.com"

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Ulatowski, Daniel

From: Ulatowski, Daniel
Sent: Tuesday, February 23, 2021 11:44 AM
To: 'prophecy@roadrunner.com'
Cc: Voigt, Thomas J.
Subject: Snyder Rezoning Inquiry - 4520 Harlem Road

Dear Ms. Ferguson,

Thank you for you inquiry. The proposed rezonings will not affect your property. The nearest property on your side of the Harlem Road that will be rezoned is 4500 Harlem Rd., which is 4 properties to the south of your home.

If you have any additional questions please do not hesitate to contact me.

Sincerely,

Dan U.

Daniel J. Ulatowski, AICP
Principal Planner/ZEO
Town of Amherst Planning Department
5583 Main Street
Williamsville, New York 14221
O: 716.631.7051
E: dulatowski@amherst.ny.us

NOTE: The Town of Amherst Planning Department is currently operating under contingency conditions in accordance with Town guidance. Please visit the Town Website at: http://www.amherst.ny.us/index.php *for updated information.*

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Ulatowski, Daniel

From: burst@emailmeform.com on behalf of EmailMeForm <burst@emailmeform.com>
Sent: Monday, March 15, 2021 12:16 AM
To: Ulatowski, Daniel
Subject: Snyder Rezonings - Submission ID# 4

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

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

View Entry

Type*:	Comment
Question, Comment, or Concern*:	This may or may not be the right forum for this, but a few Chateau Terrace residents are concerned about (1) traffic flow down Chateau with increased business presence. Park School already extensively uses it, and children play on the front lawns. (2) If there is more business-related traffic on Chateau, we don't want to have to wait two light cycles to get onto Main Street. I hope you can adjust the traffic light timing if necessary to prevent this from occurring at peak hours. (3) Probably new development will put pressure on street parking, just like in Elmwood Village. I would ask that you ensure all businesses and apartments have adequate on-site parking, such as through garage spaces. (I know they are expensive!)
Name*:	Michael Merrill
Address*:	97 Chateau Terrace
Phone:	716-903-3816
Email*:	michael.merrill.md@gmail.com

*** Text Database Entry ***
"Type","Question, Comment, or Concern","Name","Address","Phone","Email"
"Comment","This may or may not be the right forum for this, but a few Chateau Terrace residents are concerned about (1) traffic flow down Chateau with increased business presence. Park School already extensively uses it, and children play on the front lawns. (2) If there is more business-related traffic on Chateau, we don't want to have to wait two light cycles to get onto Main Street. I hope you can adjust the traffic light timing if necessary to prevent this from occurring at peak hours. (3) Probably new development will put pressure on street parking, just like in Elmwood Village. I would ask that you ensure all businesses and apartments have adequate on-site parking, such as through garage spaces. (I know they are expensive!)","Michael Merrill","97 Chateau Terrace","716-903-3816","michael.merrill.md@gmail.com"

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Ulatowski, Daniel

From: Michael Merrill <michael.merrill.md@gmail.com>
Sent: Thursday, March 18, 2021 8:08 PM
To: Ulatowski, Daniel
Subject: Re: Snyder Rezoning Comments

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. Ulatowski -
Thanks for your responses to my questions about the parking requirements in Snyder. I'm enthusiastic about your work overall. We're just worried about parking overflowing onto Chateau. However I suppose it couldn't get too bad because of wintertime parking regulations. It'll be fun to watch what happens over the next few years.
Mike Merrill

On Mon, Mar 15, 2021 at 9:16 AM Ulatowski, Daniel <dulatowski@amherst.ny.us> wrote:

Dear Mr. Merrill,

Thank you for your comments below. By copy of this communication to our Traffic Safety Commission Liaison, I will ask that he investigate your concerns for signal timing an address with the NYSDOT, whom owns and maintains the traffic signal.

Sincerely,

Daniel J. Ulatowski, AICP

Principal Planner/ZEO

This may or may not be the right forum for this, but a few Chateau Terrace residents are concerned about (1) traffic flow down Chateau with increased business presence. Park School already extensively uses it, and children play on the front lawns. (2) If there is more business-related traffic on Chateau, we don't want to have to wait two light cycles to get onto Main Street. I hope you can adjust the traffic light timing if necessary to prevent this from occurring at peak hours. (3) Probably new development will put pressure on street parking, just like in Elmwood Village. I would ask that you ensure all businesses and apartments have adequate on-site parking, such as through garage spaces. (I know they are expensive!)

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Ulatowski, Daniel

From: burst@emailmeform.com on behalf of EmailMeForm <burst@emailmeform.com>
Sent: Wednesday, March 17, 2021 7:06 PM
To: Ulatowski, Daniel
Subject: Snyder Rezonings - Submission ID# 6

CAUTION: This email originated from outside of the organization.
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For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Type*:	Comment
Question, Comment, or Concern*:	We would like reassurance that Freuhauf traffic will not be allowed to exit onto Chateau Terrace. There is already too much traffic between Park School using Chateau and Bornhava Busses and cars. We have been here for 30 years, and do not want to see it become impossible to exit or enter the street. Stop signs are routinely ignored on Chateau, and at times traffic from Park is well over the speed limit.
Name*:	Robert Drdul
Address*:	92 Chateau Terrace
Phone:	716-359-4467
Email*:	Bob356@gmx.com

*** Text Database Entry ***
"Type","Question, Comment, or Concern","Name","Address","Phone","Email"
"Comment","We would like reassurance that Freuhauf traffic will not be allowed to exit onto Chateau Terrace. There is already too much traffic between Park School using Chateau and Bornhava Busses and cars. We have been here for 30 years, and do not want to see it become impossible to exit or enter the street. Stop signs are routinely ignored on Chateau, and at times traffic from Park is well over the speed limit.","Robert Drdul","92 Chateau Terrace","716-359-4467","Bob356@gmx.com"

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Ulatowski, Daniel

From: burst@emailmeform.com on behalf of EmailMeForm <burst@emailmeform.com>
Sent: Monday, March 22, 2021 3:56 PM
To: Ulatowski, Daniel
Subject: Snyder Rezonings - Submission ID# 7

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

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

View Entry

Type*:	Concern
Question, Comment, or Concern*:	Signal light is fine! It's the buses that stop on road at chateau for pickup. Park school is using Chateau Terrace to go in and out of school because the Harlem entrance is blocked between 8 and 3 , try and get out of your driveway at 8:00 ! We don't need anymore parking space and traffic on the corner of Chateau! Who ever owns those buildings on main from Chateau to Fruehauf never even did the sidewalks in winter! Not a responsible owner! Doesn't care about the people who live here! We care it's our neighborhood!
Name*:	Lynn Kalinowski
Address*:	46 chateau terrace east
Phone:	716-208-5841
Email*:	catjewel45@hotmail.com

*** Text Database Entry ***
"Type","Question, Comment, or Concern","Name","Address","Phone","Email"
"Concern","Signal light is fine! It's the buses that stop on road at chateau for pickup. Park school is using Chateau Terrace to go in and out of school because the Harlem entrance is blocked between 8 and 3 , try and get out of your driveway at 8:00 ! We don't need anymore parking space and traffic on the corner of Chateau! Who ever owns those buildings on main from Chateau to Fruehauf never even did the sidewalks in winter! Not a responsible owner! Doesn't care about the people who live here! We care it's our neighborhood!","Lynn Kalinowski","46 chateau terrace east","716-208-5841","catjewel45@hotmail.com"

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

Ulatowski, Daniel

From: Ulatowski, Daniel
Sent: Monday, March 22, 2021 3:58 PM
To: Chiazza, David
Cc: Dan Howard; Voigt, Thomas J.
Subject: RE: Snyder Mixed Use Neighborhood
Attachments: chiazza questions.pdf

David thank you for your comments/concerns,

1. Section 5A-7-2B(4) of the new regulations provides an exception to the minimum frontage requirements for driveways when no other access opportunities exist.
2. Section 5A-7-8A(1) permits three floors in the TI-2.5 district, the use of the third floor is limited to the roof area and the roof pitch cannot exceed 18:12, to count as a ½ story the roof area must have 50% or less of the building front made of dormers.
3. See section 5A-7-5B for how blank wall is defined, essentially there must be some form of wall articulation 12 inches or greater or a door, window, column or pilaster before an area is considered blank wall.

Dan U.

From: Chiazza, David <dchiazza@iskalo.com>
Sent: Thursday, March 18, 2021 7:06 PM
To: Ulatowski, Daniel <dulatowski@amherst.ny.us>
Subject: Snyder Mixed Use Neighborhood

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

I have meetings tonight so I am unable to attend the Snyder rezoning public hearing, but wanted to get you a couple of comments and a question. I opted for email as it was easier than using the form (for me at least).

Comment 1 - As you may know, we own a couple of properties in this area....4600 and 4610 Main. These parcels are mid-block, narrow and deep as are the other two parcels adjacent to us to the east (that we do not own). Short of consolidation of these parcels in the future by a single owner, redevelopment in accordance with the TI 2.5 would have some challenges. One of these challenges is vehicular access. As mid-block parcels, driveways of sufficient width need to be provided to get to rear parking. As I read the requirements for TI 2.5, the building frontage must be a minimum of 90% of the lot width. However, our parcels at 4600 and 4610 our less than 60' in width...and other parcels aren't much wider which, at 90% building frontage, does not provide much room for a driveway and there isn't opportunity to consolidate access to all of the parcels with one driveway. Of course, an area variance for relief from building frontage is an option as the hardship would be pretty easy to demonstrate but it would be better if the ordinance had an exception that permitted driveways of reasonable width on narrow parcels of say 100' or less. Related thereto, the permitted width of the driveway needs to be sufficient to allow for visibility of ingress and egress of cars from these driveways.

Comment 2 – If the Town would like to see redevelopment of parcels in this section of town, I don't believe a 35' maximum height will provide a density that allows for a sufficient return to justify redevelopment. If I'm not mistaken, 35' is the max height of a house in an R-3 zone so allowing just 10' more in the TI district (or one extra floor) would not result in buildings that tower over residential but the extra floor would be very helpful from a feasibility perspective. As

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

many of the parcels on the north side of Main are fairly deep, I frankly don't see 10' more resulting in any impact on residential at all.

Question – Help me to understand blank wall length. Is it simply the max length of a wall without a window or door? Is it only applicable to building frontage? Does it apply to just the pedestrian floor or upper floors too?

Thanks Dan.

David Chiazza
Executive Vice President
Iskalo Development Corp.
5166 Main Street
Williamsville, NY 14221
Office - (716) 633-2096
Mobile - (716) 536-5608

CONFIDENTIALITY NOTICE: This communication and any attachments are confidential and privileged, and are only for the use of the intended recipient. If you have received this transmission in error, any disclosure, copying, distribution or the taking of any action in reliance upon this communication is strictly prohibited. Any such inadvertent disclosure shall not be deemed to be a waiver of any privilege. If you have received this communication in error, please contact the sender immediately and delete the original message. Thank you for your cooperation.

WARNING: E-mail communications cannot be guaranteed to be timely, secure, error-free or virus-free. The recipient of this communication should check this e-mail and each attachment for the presence of viruses. The sender does not accept any liability for any errors or omissions in the content of this electronic communication which arises as a result of e-mail transmission.

Attachment: Snyder Z-2020-11_TB letter_05.03.21 (RES-2021-375 : Snyder - Harlem & Main Street Rezonings)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by: **Supervisor Kulpa, Councilmember Bucki**

DOC ID: 23230 **RESOLUTION 2021-376** **ADOPTED**

Amherst Central Park Task Force Reappointment

BE IT RESOLVED, that the Amherst Town Board authorizes to reappoint Tim Gardner and Randy Kramer to the Amherst Central Park Task Force to a three year term to expire on December 31, 2023.

5/03/2021
Consent

RESULT:	**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: 05/03/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23198 **RESOLUTION 2021-377** **ROLL CALL VOTE (ADOPTED)**

2021 Sanitary Sewer Rehabilitation Projects (Bond Resolution - $836,000)

AGENDA ITEM - MAY 3RD, 2021

TO: **Town Board**

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

DATE: **April 26, 2021**

RE: **2021 Sanitary Sewer Rehabilitation Projects**
2021-2026 C.I.P. - Project Nos. E-8, E-9, E-10 and E-43
Bond Resolution - $836,000.00

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on June 7, 2021 at 7:00 p.m.

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 - May 3rd, 2021**)
Daryl C. 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*)

5/03/2021
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $836,000

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

At a regular 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 3rd day of May, 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 the Consolidated Sanitary Sewer District, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

---

Offered by:

Seconded by:

ORDER CALLING FOR A PUBLIC HEARING TO BE HELD ON JUNE 7, 2021

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of the Consolidated Sanitary Sewer District, in the Town (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 the five-part map, plan and report dated March 2021 for the increase and improvement of facilities of the District, consisting of (i) Amherstdale-Colonial-Dorchester-Alberta-Emerson-Lennox Sanitary Sewer Relining Project, at the estimated maximum cost of $340,000 (CIP Project No. E-8); (ii)

Attachment: CertOCPH (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond Resolution - $836,000))

Eggertsville & Snyder Manhole Rehabilitation & Capen/Maple/Windermere Sewer Relining Project at the estimated maximum cost of $517,000 (CIP Project No. E-9); (iii) Parkwood Drive Sanitary Sewer Relining Project, at the estimated maximum cost of $58,000 (CIP Project No. E-10); (iv) Sanitary Repair & Construction Project - Supplemental Funding at the estimated maximum cost of $120,000 (CIP Project No. E-43); and (v) Engineering Vehicles and Equipment at the estimated maximum cost of $226,000 (CIP Project No. E-1); and

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board such preliminary map, plan and report for said increase and improvement of facilities of the District and has estimated the total cost thereof to be $1,261,000, of which a $836,000 portion of such cost is proposed to be financed through issuance of bonds by the Town on behalf of the District, the $225,000 portion of such cost is proposed to be funded with current funds appropriated from the Sanitary Sewer Remediation Trust Fund and $200,000 portion of such cost is proposed to be funded with current funds appropriated from Community Development Block Grant Funding; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the projects described herein may have on the environment and has determined that each of the projects are Type II actions and require no further review 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;

NOW, THEREFORE, BE IT

ORDERED, that a meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 7th day of June, 2021 at 7:00 o'clock

Attachment: CertOCPH (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond Resolution - $836,000))

P.M. (Prevailing Time) to consider said increase and improvement of facilities of the District and to hear all persons interested in the subject thereof concerning the same

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

DATED: May 3, 2021

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

The adoption of the foregoing 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 Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond Resolution - $836,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the ___ day of May, 2021, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this _____ day of May, 2021.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond Resolution - $836,000))

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Amherst, in the County of Erie, State of New York, will meet at the Town Hall, 5583 Main Street, Williamsville, New York, on June 7, 2021, at 7 o'clock P.M. (Prevailing Time), for the purpose of conducting a public hearing in relation to the proposed increase and improvement of facilities of Consolidated Sanitary Sewer District (the "District"), consisting of (i) Amherstdale-Colonial-Dorchester-Alberta-Emerson-Lennox Sanitary Sewer Relining Project, at the estimated maximum cost of $340,000 (CIP Project No. E-8); (ii) Eggertsville & Snyder Manhole Rehabilitation & Capen/Maple/Windermere Sewer Relining Project at the estimated maximum cost of $517,000 (CIP Project No. E-9); (iii) Parkwood Drive Sanitary Sewer Relining Project, at the estimated maximum cost of $58,000 (CIP Project No. E-10); (iv) Sanitary Repair & Construction Project - Supplemental Funding at the estimated maximum cost of $120,000 (CIP Project No. E-43); and (v) Engineering Vehicles and Equipment at the estimated maximum cost of $226,000 (CIP Project No. E-1); as described in the map, plan and report dated March 2021 prepared by the Town Engineering Department. The current approved total estimated maximum cost of the projects is $1,261,000, of which a $836,000 portion of such cost is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District, the $225,000 portion of such cost is proposed to be funded with current funds appropriated from the Sanitary Sewer Remediation Trust Fund and $200,000 portion of such cost is proposed to be funded with current funds appropriated from the Community Development Block Grant Funding. Therefore, such $836,000 portion of the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds to be issued shall be general obligation bonds of the Town of Amherst and in the event the amount of assessments collected within the District is insufficient to pay such $836,000 portion of the cost of the project and/or the debt service related thereto, such cost and/or debt service shall be paid from the general Town taxes.

IN RESPONSE TO THE CONTINUING EMERGENCY CIRCUMSTANCES CAUSED BY THE COVID-19 PANDEMIC AND CONSISTENT WITH THE NEW YORK STATE GOVERNOR'S EXECUTIVE ORDERS, INCLUDING BUT NOT LIMITED TO,

Attachment: CertOCPH (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond Resolution - $836,000))

EXECUTIVE ORDER 202.1, MEMBERS OF THE PUBLIC WISHING TO OFFER PUBLIC COMMENTS ON THE PROPOSED INCREASE AND IMPROVEMENT OF FACILITIES THAT ARE THE SUBJECT MATTER OF THIS NOTICE SHALL BE ALLOWED TO DO SO BY PARTICIPATION VIA [Video and Teleconference Access Details]. FURTHER, THE PUBLIC IS ENCOURAGED TO OFFER ITS COMMENTS IN WRITING TO THE TOWN BY EMAIL COMMUNICATIONS TO THE TOWN CLERK fspoth@amherst.ny.us NO LATER THAN JUNE 7, 2021. ALL COMMENTS WILL BE ENTERED INTO THE RECORD AND DISTRIBUTED TO ALL BOARD MEMBERS. MAILED COMMENTS SHOULD BE SENT TO: ATTN: FRANCINA J. SPOTH, TOWN CLERK, TOWN OF AMHERST, 5583 MAIN STREET, WILLIAMSVILLE, NY 14221. ALL MEETINGS OF THE TOWN WILL BE RECORDED AND LATER TRANSCRIBED.

Further details concerning such proposed increase and improvement of facilities and the estimated costs thereof are set forth in the above-mentioned map, plan and report which is available for online review at [insert web address and link instructions].

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF AMHERST

Dated: May 3, 2021
Williamsville, New York

Francina J. Spoth .
Town Clerk

Attachment: CertOCPH (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond Resolution - $836,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 3rd day of May, 2021, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this 3rd day of May, 2021.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond Resolution - $836,000))

STATE OF NEW YORK)
: ss.
COUNTY OF ERIE)

AFFIDAVIT OF POSTING

FRANCINA J. SPOTH, being duly sworn upon her oath deposes and says:

That she is and at all the times hereinafter mentioned she was the duly elected, qualified and acting Town Clerk of the Town of Amherst, in the County of Erie, State of New York, and that on the ____ day of May, 2021, she caused to be conspicuously posted and fastened up a certified copy of the Notice of Public Hearing, a true copy of which is annexed hereto and made a part hereof, on the sign board of said Town maintained pursuant to Section 30, subdivision 6, of the Town Law.

_____
Town Clerk

Subscribed and sworn to before me
this ____ day of _____, 2021.

_____
Notary Public, State of New York

Attachment: CertOCPH (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond Resolution - $836,000))

TOWN OF AMHERST
ENGINEERING DEPARTMENT

2021
SANITARY SEWER REHABILITATION PROJECTS
CONSOLIDATED SANITARY SEWER DISTRICT

2021 CIP PROJECT E-8

AMHERSTDALE-COLONIAL-DORCHESTER-ALBERTA-EMERSON-LENNOX SANITARY RELINING

INCREASE IN FACILITIES# 17 TOWN OF AMHERST JOB NO. 2020-038

2021 CIP PROJECT E-9

EGGERTSVILLE & SNYDER MANHOLE REHABILITATION & CAPEN/MAPLE/WINDERMERE SEWER RELINING

INCREASE IN FACILITIES# 18 TOWN OF AMHERST JOB NO. 2020-039

2021 CIP PROJECT E-10

PARKWOOD DRIVE SANITARY SEWER RELINING

INCREASE IN FACILITIES# 19 TOWN OF AMHERST JOB NO. 2020-040

2021 CIP PROJECT E-43

2021 SANITARY REPAIR & CONSTRUCTION PROJECT - SUPPLEMENTAL FUNDING

TOWN OF AMHERST JOB NO. 2021-005

2021 CIP PROJECT E-1

2021 ENGINEERING VEHICLES AND EQUIPMENT

MAP, PLAN & REPORT

MARCH 2021

Contents:

- Executive Summary
- Project Descriptions
- Financial Summary w/costs & taxation

Appendices:

A. Location Maps - 2021 Sanitary Sewer Projects
B. Map & Estimate - Amherstdale/Colonial/Dorchester/Alberta/Emerson/Lennox
C. Map & Estimate - Eggertsville & Snyder Manhole Rehabilitation & Capen/Windermere/Maple Sanitary Relining
D. Map & Estimate – Parkwood Sanitary Relining
E. Sanitary Repair & Construction Work Area - Sanitary District Map
F. SEQR Information and Determinations - All Projects

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

TOWN OF AMHERST
2021 ENGINEERING VEHICLES, SANITARY SEWER UPGRADES & REHABILITATION PROJECTS

AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/EMERSON/LENNOX SANITARY RELINING

EGGERTSVILLE/SNYDER MANHOLE REHABILITATION & CAPEN/WINDERMERE/MAPLE SEWERRELINING

PARKWOOD DRIVE SANITARY SEWER RELINING

2021 SANITARY REPAIR & CONSTRUCTION PROJECT - SUPPLEMENTAL FUNDING

2021 ENGINEERING VEHICLES AND EQUIPMENT

EXECUTIVE SUMMARY:

The Town of Amherst Engineering Department is proceeding with the above sanitary sewer projects in accordance with the 2021 Capital Improvement Project schedule (Projects E-8, E-9, E-10 & E-43). These projects, which are located within the Consolidated Sanitary Sewer District include the Amherstdale/Colonial/Dorchester/Alberta/Emerson/Lennox Sanitary Sewer Relining Project, the Eggertsville/Snyder Manhole Rehabilitation & Capen/Windermere/Maple Sanitary Sewer Relining Project, the Parkwood Drive Sanitary Sewer Relining Project and 2021 Town-wide Utility Repair & Construction Supplemental Funding.

The Amherstdale/Colonial/Dorchester/Alberta/Emerson/Lennox Sanitary Sewer Relining Project includes relining the existing clay tile sewers along the above streets. The goal is to structurally renew the existing sewer and help eliminate unwanted Inflow and Infiltration (I & I) from entering the sanitary sewer system, which in turn will help alleviate potential sanitary sewer back-ups and reduce flow to the West Side Interceptor. (See Location Map, Design Drawings and Relining Spreadsheet)

The Eggertsville & Snyder Manhole Rehabilitation & Capen/Windermere/Maple Sanitary Relining project finalizes the rehabilitation work outlined in our Task and Implementation Schedule with the NYSDEC, as part of our Sanitary Sewer SSO Mitigation Project. This project includes sanitary manhole replacements and manhole rehabilitation work. It also includes relining sections of Capen/Windermere and Maple Road. It is also supplemented with Community Development Block Grant funding, as all of the above sewer reline work is within CDBG target areas (See Location Map, Design Drawings and Relining Spreadsheet)

The Parkwood Drive Sanitary Sewer relining project includes relining the existing clay tile sewers along Parkwood Drive, from Northledge Drive to Harper Road. The goal is to structurally renew the existing sewers and help eliminate I & I from entering the sanitary sewer system, which will eliminate potential basement back-ups.(See Location Map, Design Drawings and Relining Spreadsheet)

The 2021 Sanitary Repair & Construction project, which is a yearly contract to perform priority repairs to the Town's sanitary sewer system was significantly cut due to corona virus budget constraints. This project, which performs town-wide repairs to the sanitary sewer system and is also used to perform needed repairs prior to sewer relining requires supplemental funding for the 2021 contract period. (See Financial Summary)

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

2021 Engineering Vehicles & Equipment includes the purchase of two (2) replacement vehicles. The goal is to replace a 2010 pickup truck and a 2001 Vacuum Unit.

Environmental Assessment Forms for the above three sanitary relining and manhole rehabilitation projects were submitted for review and these projects were determined to be a Type II actions under the provisions of SEQR. (see SEQR Information. - Appendix D). The Town-wide Utility Repair and Construction project repairs existing damaged sanitary sewer segments with no major disturbances or system upgrades, therefore no SEQR is required for this project.

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

PROJECT DESCRIPTION:

Amherstdale/Colonial/Dorchester/Alberta/Emerson/Lennox Sanitary Project

Reline approximately 8,240 l.f. of 8-inch and 10-inch vitrified clay tile pipe (VTP) sanitary sewer along Amherstdale Road, Colonial Drive, Dorchester Road, Alberta Drive, Emerson Drive and Lennox Avenue to preserve the structural integrity of the sewer and prevent infiltration of unwanted ground and storm water into the sanitary system.

The existing sanitary collector sewers in this area were constructed in the mid 1930's. The pipe material was vitrified tile (clay) pipe in laying lengths of 3 feet with very crude pipe joint gasket systems. These sanitary sewers are usually the deepest utility in the ground and are very prone to groundwater and storm leakage through the joints. The reline project inserts a cured-in-place liner inside these clay pipes making them more water-tight.

It is anticipated that open-cut sewer "spot" repairs will be required as part of this relining project.

We expect to achieve a significant reduction of I & I into this sewer system as a result of the proposed sewer lining project. This will greatly reduce wet weather flows and the associated sanitary backups.

Eggertsville/Snyder Manhole Rehabilitation and Capen/Windermere/Maple Sanitary Project

Rehabilitate and replace existing brick sanitary manholes in the Eggertsville and Snyder areas of the Town. The work includes the replacement of approximately ten (10) structurally defective manholes and the rehabilitation of approximately fifty (50) manholes in need of repair. The rehabilitation may include spin casting a cement-based material to the inside walls of the manhole, replacement or repair of the flow channel and replacement of the frame and cover to achieve a water tight seal between the frame and manhole base.

The sanitary sewer relining portion of this project includes the relining of approximately 2,059 l.f. of 8-inch sewer along the west side of Capen Boulevard, between Oxford Avenue and Longmeadow Road. It also includes relining 985 l.f. of 8-inch sewer along the east side of Windermere Boulevard and 985 l.f. of 10-inch sewer along the west side of Windermere Boulevard, between Yale Avenue and Longmeadow Road. This work also includes the relining of the existing 10-inch sewer along the north and south sides of Maple Road, between Niagara Falls Boulevard on the north side and Alberta Drive and North Bailey Road on the south side.

The existing sanitary collector sewers in this area were constructed in the late 1940's and early 1960's. The pipe material is vitrified tile (clay) pipe, with the exception of the north side of Maple Road, which is asbestos cement pipe. The clay pipe is prone to groundwater and storm leakage through the joints. The asbestos cement pipe along the north side of Maple Road is deteriorating and is structurally compromised. This reline project inserts a cured-in-place liner inside these clay and asbestos pipes making them more water-tight and structurally sound.

It is anticipated that open-cut sewer "spot" repairs will be required as part of this relining project.

We expect to achieve a significant reduction of I & I into this sewer system as a result of the proposed sewer lining project.

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

Parkwood Drive Sanitary Sewer Relining Project

Reline approximately 1,426 l.f. of 8-inch clay tile sanitary sewer pipe to preserve the structural integrity of the sewer and prevent the infiltration of unwanted ground and storm water into the sanitary system. Approximately 36 house service tap connections will be re-established.

The existing sanitary collector sewers in this area are approximately 80 years old. The pipe material is vitrified tile (clay) pipe in laying lengths of 3 feet with very crude pipe joint gasket systems. These sanitary sewers along Parkwood Drive are extremely shallow and subject to tree root intrusion, which has damaged the pipe and created extensive maintenance.

The reline project inserts a cured-in-place liner inside these clay pipes making them more water-tight and root resistant. It is anticipated that a small amount of open-cut sewer “spot” repairs will be required as part of this project.

2021 Sanitary Repair & Construction Project

This project performs priority repairs to the Town’s sanitary sewer system. It is also used to perform needed repairs to the sanitary sewer prior to relining work.

The Town typically repairs 80 to 120 segments of the sanitary sewer each year including roughly 70 service taps. These repair segments can range from 10 feet to over 350 feet in length, depending on the severity of the damage to the sewer.

Although the 2021 Sewer Maintenance budget for this work was cut by $350,000.00, the bond request for this project is for $120,000.00. The cost of this supplemental bond will be amortized over 20 years.

2021 Engineering Vehicles & Equipment

Below is a list of vehicles/equipment the Engineering Department wants to purchase:

- Ford F250 4X4 Crew Pickup
- Model 900 Vacuum Unit

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

FINANCIAL SUMMARY

Estimated Costs:

1. Amherstdale/Dorchester/Alberta/Emerson/Lennox Sanitary Relining
Consolidated Sanitary Sewer District, Increase in Facilities #17
Town of Amherst Job No. 2020-038 2021 CIP Project E-8

Estimated Construction Costs:

Relining & Sewer Repairs	$	338,850.00
Engineering & Inspection (In-House Design & Inspection)	$	0.00
Legal & Administration (Bonded Amount: $230,000.00)	$	1,150.00
Total Construction, Engineering, Legal & Administration:	$	340,000.00

Funding Sources:

Bond (Per Approved 2021 CIP - Project E-8):	**$**	**230,000.00**
Sanitary Sewer Remediation Trust Fund:	**$**	**110,000.00**
(Account T4030-02770) Total Funding:	**$**	**340,000.00**

Tax Summary: Amount to be Bonded: $230,000.00 Bond Term: 20 Years
Annual Tax Impacts: $0.001589/Year/$1,000 A.V.
Typical Property Impacts: $0.3178/Year for $200,000 Property

2. Eggertsville/Snyder Manhole Rehabilitation, Flow Meter Upgrades & Capen/Windermere/Maple Sanitary Relining
Consolidated Sanitary Sewer District, Increase in Facilities #18
Town of Amherst Job No. 2020-039 2021 CIP Project E-9

Estimated Construction Costs:

Relining, Sewer Repairs, Manhole Rehab & Flow Meters	$	495,000.00
Engineering & Inspection (Design & Inspection)	$	20,990.00
Legal & Administration (Bonded Amount: $202,000.00)	$	1,010.00
Total Construction, Engineering, Legal & Administration:	$	517,000.00

Funding Sources:

Bond (Per Approved 2021 CIP - Project E-9):	**$**	**202,000.00**
2021 CDBG Funding:	**$**	**200,000.00**
Sanitary Sewer Remediation Trust Fund:	**$**	**115,000.00**
(Account T4030-02770) Total Funding:	**$**	**517,000.00**

Tax Summary: Amount to be Bonded: $202,000 Bond Term: 20 Years
Annual Tax Impacts: $0.001396/Year/$1,000 A.V.
Typical Property Impacts: $0.2791/Year for $200,000 Property

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

3. Parkwood Sanitary Sewer Relining Project
Consolidated Sanitary Sewer District, Increase in Facilities:
#19 Town of Amherst Job No. 2020-040 2021 CIP Project E-10

Estimated Relining Costs:

Relining & Sewer Repairs	$ 57,710.00
Engineering & Inspection (In House Design & Inspection)	$ 0.00
Legal & Administration (Bonded Amount: $58,000.00)	$ 290.00
Total Construction, Engineering, Legal & Administration:	$ 58,000.00

Funding Sources:

Bond (Per Approved 2021 CIP - Project E-10): $ 58,000.00

Tax Summary: Amount to be Bonded: $58,000.00 Bond Term: 20
Years Annual Tax Impacts: $0.000401/Year/$1,000 A.V.
Typical Property Impacts: $0.0801/Year for $200,000 Property

4. 2021 Sanitary Sewer Repair & Construction Project - Supplemental
Funding Consolidated Sanitary Sewer District, Increase in Facilities: N/A
Town of Amherst Job No. 2021-005 2021 CIP Project E-43

Estimated Repair Cost (NL&M Contract)	$ 119,400.00
Engineering Design (Preliminary and Final Design)	$ N/A
Legal & Administration (Bonded Amount: $120,000.00)	$ 600.00
Total Construction, Engineering, Legal & Administration:	$ 120,000.00

Funding Sources:

Bond (Per Approved 2021 CIP - Project E-43): $ 120,000.00

Tax Summary: Amount to be Bonded: $120,000.00 Bond Term: 20
Years Annual Tax Impacts: $0.000829/Year/$1,000 A.V.
Typical Property Impacts: $0.1658/Year for $200,000 Property

Total Tax Impact (Projects 1-4) **$610,000.00 Bonded**

Annual Tax Impacts: **$0.004215/Year/$1,000A.V.**

Typical Property Impacts: **$0.8429/Year for $200,000 Property**

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

5. 2021 Engineering Vehicles & Equipment
Consolidated Sanitary Sewer District, Increase in Facilities: N/A
2021 CIP Project E-1

Sewer Maintenance – G9000	**Est.Cost**
Ford F250 4x4 Crew Pickup	$34,832.00
Revenue from Sale of Equipment	($1,500.00)
Net Cost	$33,332.00
Legal/Admin	$ 160.00
Total	**$33,500.00**

Bond Term: 5 Years

Annual Tax Impacts **$0.0007 per $1,000 AV**
$0.1413 per $200,000 property

Model 900 Vacuum Unit	$207,037.00
Revenue from Sale of Equipment	($15,500.00)
Net Cost	$191,537.00
Legal/Admin	$ 963.00
Total	**$192,500.00**

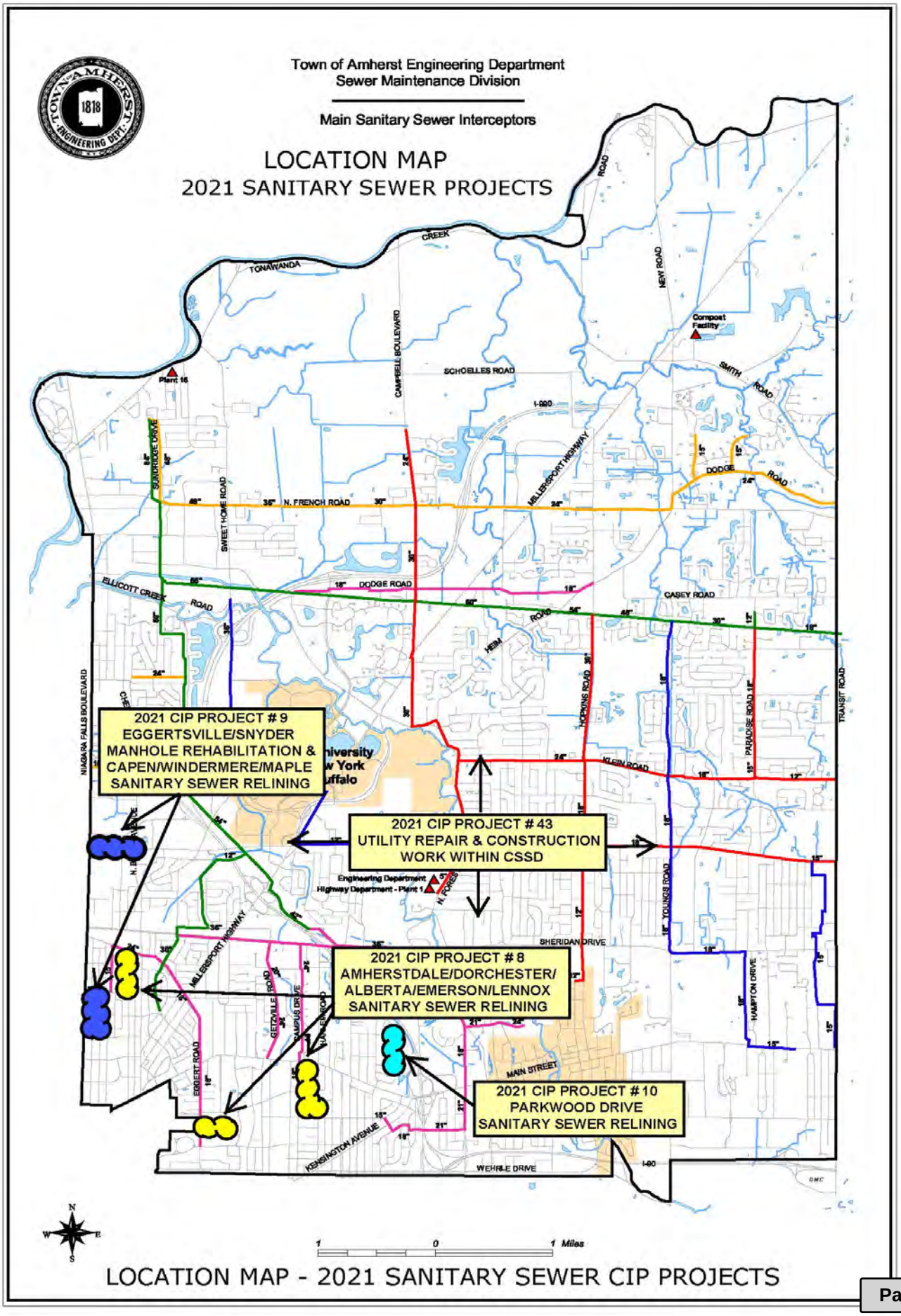
Bond Term: 15 Years

Annual Tax Impacts **$0.0016 per $1,000 AV**
$0.3252 per $200,000 property

Total Amount to be Bonded **$ 226,000.00**

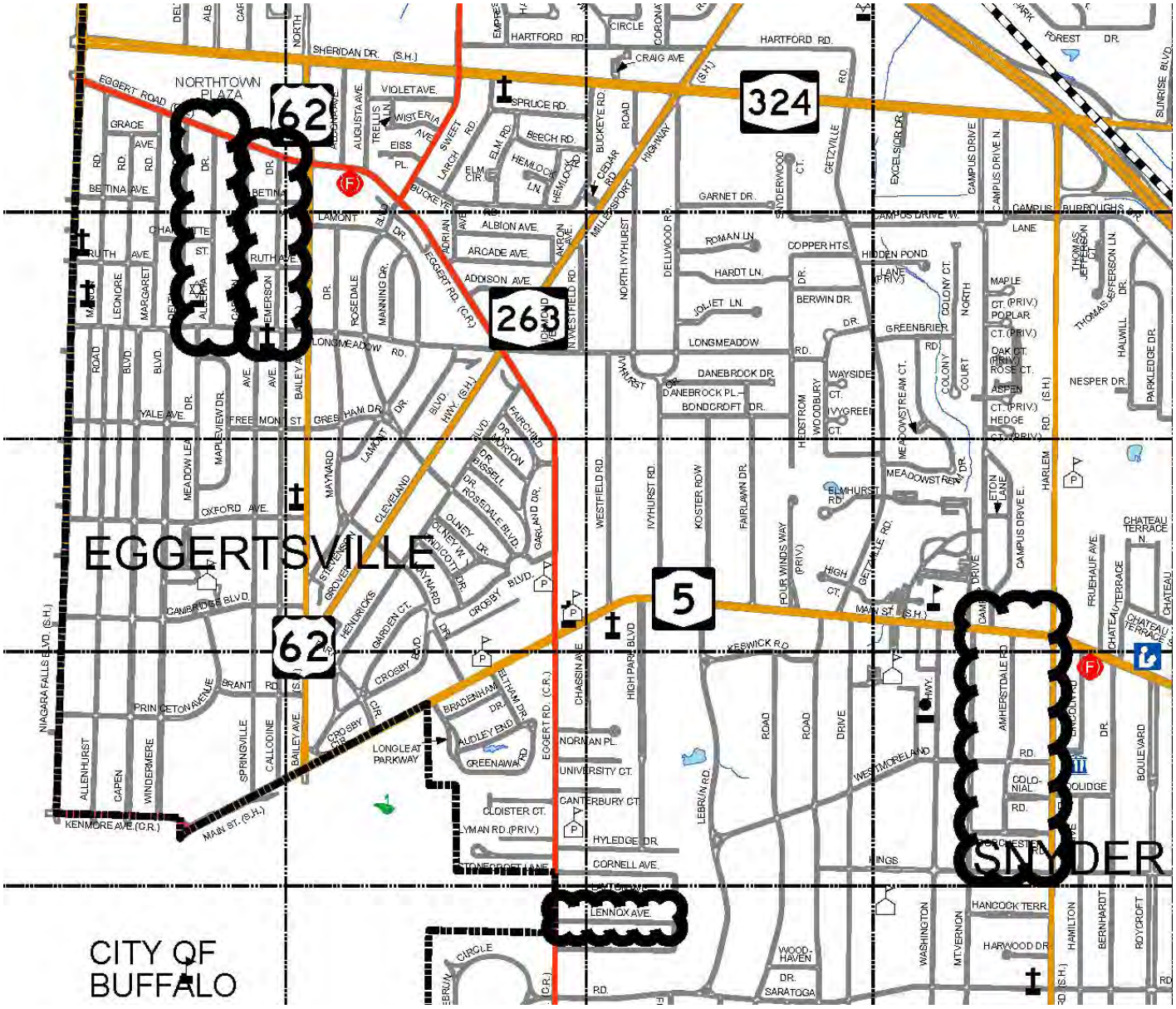
Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

APPENDIX A



Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

APPENDIX B.1



LOCATION MAP – 2021 CIP PROJECT E-8

AMHERSTDALE-COLONIAL-DORCHESTER-ALBERTA-EMERSON-LENNOX SANITARY SEWER REPAIR AND RELINING PROJECT

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

APPENDIX B.2

2021 SANITARY SEWER REPAIR AND RELINE PROJECTS

2021 CIP PROJECT E-8

AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/EMERSON/LENNOX SANITARY REPAIR AND RELINING

TOWN OF AMHERST JOB NO. 2020-038

DESCRIPTION: REPAIR AND RELINE OF EXISTING SANITARY SEWERS ALONG AMHERSTDALE, DORCHESTER, ALBERTA, EMERSON AND LENNOX TO PRESERVE PIPE INTEGRITY AND ELIMINATE I & I

RE-LINE LOCATIONS & COST ESTIMATE

RE-LINE NO.	STREET	LOCATION FROM MH/HSE #	LOCATION TO MH/HSE #	PIPE SIZE	PIPE MAT.	APPROX. DEPTH (FT)	DIST. (FEET)		NO. TAPS	NO. DIGS	EST. DIG FOOTAGE	EST. TAP RECON.	EST. LAT. REPLACE	DIG COST	RE-LINE UNIT COST	TAP CUT COST ($25)	EST. RELINE COST	
1	Amherstdale	47	4433 Main St	8	VTP	7.0	318		2	1	12	1	0	$2,360.00	$32.00	$50.00	$10,226.00	
2	Amherstdale	63	47	8	VTP	7.0	269		6	1	6	2	0	$2,240.00	$32.00	$150.00	$9,718.00	
3	Amherstdale	63	83	8	VTP	7.0	249		10	1	6	1	1	$3,940.00	$32.00	$250.00	$8,218.00	
4	Amherstdale	83	111	8	VTP	7.5	249		9	2	16	2	0	$3,480.00	$32.00	$225.00	$8,193.00	
5	Amherstdale	111	340 Westmoreland	8	VTP	8.5	222		5	1	5	1	0	$1,740.00	$32.00	$125.00	$7,229.00	
6	Amherstdale	200	36 Colonial Dr	8	VTP	7.5	222		5	1	5	1	0	$1,275.00	$32.00	$125.00	$7,229.00	
7	Amherstdale	36 Colonial Dr	175	8	VTP	7.5	50		0	1	5	1	0	$1,275.00	$32.00	$0.00	$1,600.00	
8	Amherstdale	195	175	10	VTP	8.0	308		7	0	0	0	0	$0.00	$34.00	$175.00	$10,647.00	
9	Amherstdale	175	167	10	VTP	6.0	67		1	0	0	0	0	$0.00	$34.00	$25.00	$2,303.00	
10	Amherstdale	167	153	10	VTP	8.0	170		5	1	12	1	0	$2,360.00	$34.00	$125.00	$5,905.00	
11	Amherstdale	153	327 Westmoreland	10	VTP	8.0	185		2	1	5	1	0	$1,275.00	$34.00	$50.00	$6,374.00	
12	Colonial Drive	15	195 Amherstdale	8	VTP	6.5	338		4	0	0	0	0	$0.00	$32.00	$100.00	$10,816.00	
13	Colonial Drive	20	36	8	VTP	6.0	289		4	0	0	0	0	$0.00	$32.00	$100.00	$9,348.00	
14	Dorchester Road	15	195 Amherstdale	8	VTP	8.0	346		5	2	12	2	0	$2,880.00	$32.00	$125.00	$11,197.00	
15	Dorchester Road	50	205	8	VTP	6.0	93		0	0	0	0	0					
16	Dorchester Road	16	50	8	VTP	6.0	342		8	1	16	1	0	$2,825.00	$32.00	$200.00	$11,144.00	
17	Dorchester Road	52	50	8	VTP	7.5	119		2	1	20	1	0	$3,600.00	$32.00	$50.00	$3,858.00	
18	Alberta Drive	Longmeadow Rd	27	8	VTP	8.0	350		9	1	19	1	0	$3,445.00	$32.00	$225.00	$11,425.00	
19	Alberta Drive	37	65	8	VTP	10.0	292		5	1	15	1	0	$2,825.00	$32.00	$125.00	$9,489.00	
20	Alberta Drive	65	103	8	VTP	6.0	355		12	1	0	0	0	$0.00	$32.00	$300.00	$11,692.00	
21	Alberta Drive	103	135	8	VTP	7.0	339		10	1	6	1	0	$1,430.00	$32.00	$250.00	$11,098.00	
22	Alberta Drive	135	169	8	VTP	6.0	360		13	1	5	1	0	$1,275.00	$32.00	$325.00	$11,845.00	
23	Alberta Drive	169	Eggert Rd	8	VTP	10.0	395		9	0	0	0	0	$0.00	$32.00	$225.00	$12,897.00	
				RELINE SUBTOTAL:			5,930.0	L.F.	133	LAT.	SANITARY REPAIR SUBTOTAL:			$38,205.00	RELINE SUBTOTAL:		$192,531.00	

CONTINUED ON NEXT PAGE

2021 SANITARY SEWER REPAIR AND RELINE PROJECTS

2021 CIP PROJECT E-8

AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/EMERSON/LENNOX SANITARY REPAIR AND RELINING

TOWN OF AMHERST JOB NO. 2020-038

DESCRIPTION: REPAIR AND RELINE OF EXISTING SANITARY SEWERS ALONG AMHERSTDALE/DORCHESTER/ALBERTA/EMERSON/LENNOX SANITARY REPAIR AND RELINING

RE-LINE LOCATIONS & COST ESTIMATE

RE-LINE NO.	STREET	LOCATION FROM MH/HSE #	LOCATION TO MH/HSE #	PIPE SIZE	PIPE MAT.	APPROX. DEPTH (FT)	DIST. (FEET)		NO. TAPS	NO. DIGS	EST. DIG FOOTAGE	EST. TAP RECON.	EST. LAT. REPLACE	DIG COST	RE-LINE UNIT COST	TAP CUT COST ($25)	EST. RELINE COST	
SANITARY SEWER RE-LINE																		
24	Emerson Drive	1	39	8	VTP	7.5	299		11	1	6	1	0	$1,430.00	$32.00	$275.00	$9,843.00	
25	Emerson Drive	39	Ruth Avenue	8	VTP	7.5	326		10	0	0	0	0	$0.00	$32.00	$250.00	$10,682.00	
26	Emerson Drive	Ruth Avenue	97	8	VTP	7.0	323		10	0	0	0	0	$0.00	$32.00	$250.00	$10,586.00	
27	Emerson Drive	97	Betina Avenue	8	VTP	9.0	356		9	1	18	2	0	$3,790.00	$32.00	$225.00	$11,937.00	
28	Emerson Drive	Betina Avenue	169	8	VTP	10.0	332		12	0	0	0	0	$0.00	$32.00	$300.00	$10,924.00	
29	Emerson Drive	169	Eggert Road	8	VTP	10.0	172		1	1	5	1	0	$1,275.00	$32.00	$25.00	$5,529.00	
30	Lennox Avenue	124	66	8	VTP	6.5	298		11	0	0	0	0	$0.00	$32.00	$275.00	$9,811.00	
31	Lennox Avenue	66	62	8	VTP	8.0	299		11	0	0	0	0	$0.00	$32.00	$275.00	$9,843.00	
32	Lennox Avenue	62	30	8	VTP	12.0	324		12	0	0	0	0	$0.00	$32.00	$300.00	$10,658.00	
33	Lennox Avenue	30	Eggert Road	8	VTP	13.0	328		7	1	0	1	0	$500.00	$32.00	$175.00	$10,671.00	
																MISC COST	$525.00	
				RELINE AMT. SUBTOTAL:			3,067.0	L.F.	94	LAT.	SANITARY REPAIR SUBTOTAL:			$8,995.00	RELINE COST SUBTOTAL:		$101,119.00	
				RELINE AMT. TOTAL:			8,997.0		227	LAT.	SANITARY REPAIR TOTAL:			$45,200.00	RELINE TOTAL:		$293,650.00	

SEWER REHABILITATION COST:	$338,8
COST BREAKDOWN:	
RELINING PORTION:	$293,6
REPAIR PORTION:	$45,2
LEGAL AND ADMINISTRATION:	$1,1
TOTAL 2021 PROJECT E-8 COST:	$340,0

TOTAL 2021 PROJECT E-8 COST

Revised 3/4/21

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

TOWN OF AMHERST

ERIE COUNTY **NEW YORK**

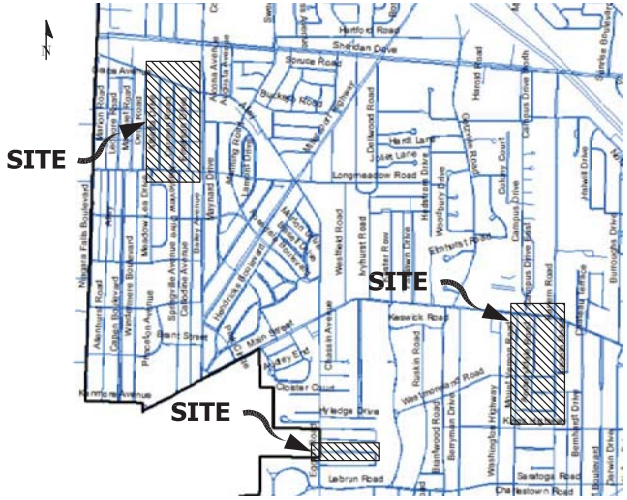
AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/ EMERSON/LENNOX SANITARY SEWER RELINING 2021 CIP PROJECT E-8 - IF #17

TOWN JOB NO. 2020.038

Town Supervisor
Brian J. Kulpa

Town Councilmembers
Jacqualine G. Berger - Deputy Supervisor
Deborah Bruch Bucki, RN, PhD
Shawn A. Lavin
Michael Szukala

DRAWING INDEX		
SHEET NUMBER	DRAWING NUMBER	DESCRIPTION
1	T	TITLE PAGE
2	P1	AMHERSTDALE - PAGE 1
3	P2	AMHERSTDALE - PAGE 2
4	P3	ALBERTA
5	P4	EMERSON
6	P5	LENNOX



MARCH 2021

Town Attorney
Stanley J. Sliwa

Town Engineer
Jeffrey S. Burroughs, P.E.

Supt. of Highways
Patrick G. Lucey

Town Clerk
Francina J. Spoth

TOWN OF AMHERST
AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/EMERSON/LENNOX
DESIGNED
DRAWN BY
JOB NO.: 2
CHECKED
SCALE: NT
DATE: MA
NO.
SHT.

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer

LEGEND

SANITARY SEWERS TO BE RELINED

AMHERSTDALE ROAD AND SURROUNDING AREA

SCALE: 1" = 100'

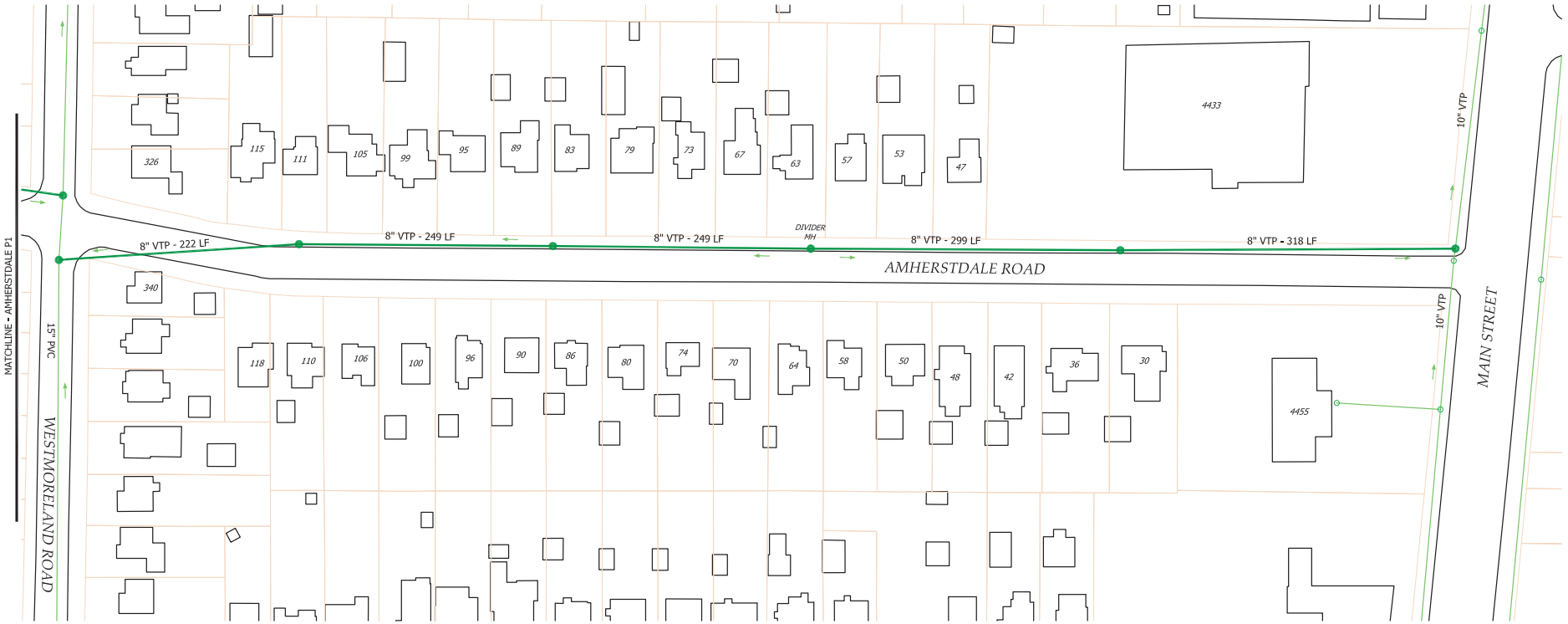
TOWN OF AMH
JEFFREY S. BURROU
G DEPA
FOREST
VILLE, N

AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/EMERSON/LENNOX
SANITARY SEWER REHABILITATION

DESIGNED
DRAWN BY:
JOB NO.: 2
CHECKED B
SCALE: AS
DATE: MAR
RE
NO. BY

SHT. N

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer



AMHERSTDALE ROAD AND SURROUNDING AREA

SCALE: 1" = 100'

LEGEND

SANITARY SEWERS TO BE RELINED

TOWN OF AM

AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/EMERSON/LENNOX

DESIGNED
DRAWN BY:
JOB NO.: 2
CHECKED B
SCALE: AS
DATE: MAR

NO. | BY

SHT. N

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer

LEGEND

SANITARY SEWERS TO BE RELINED

ALBERTA DRIVE

SCALE: 1" = 100'

ALBERTA DRIVE

SCALE: 1" = 100'

TOWN OF AM

AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/EMERSON/LENNOX

DESIGNED

DRAWN BY:

JOB NO.:

CHECKED B

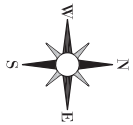
SCALE: AS

DATE: MA

NO.

SHT.

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer

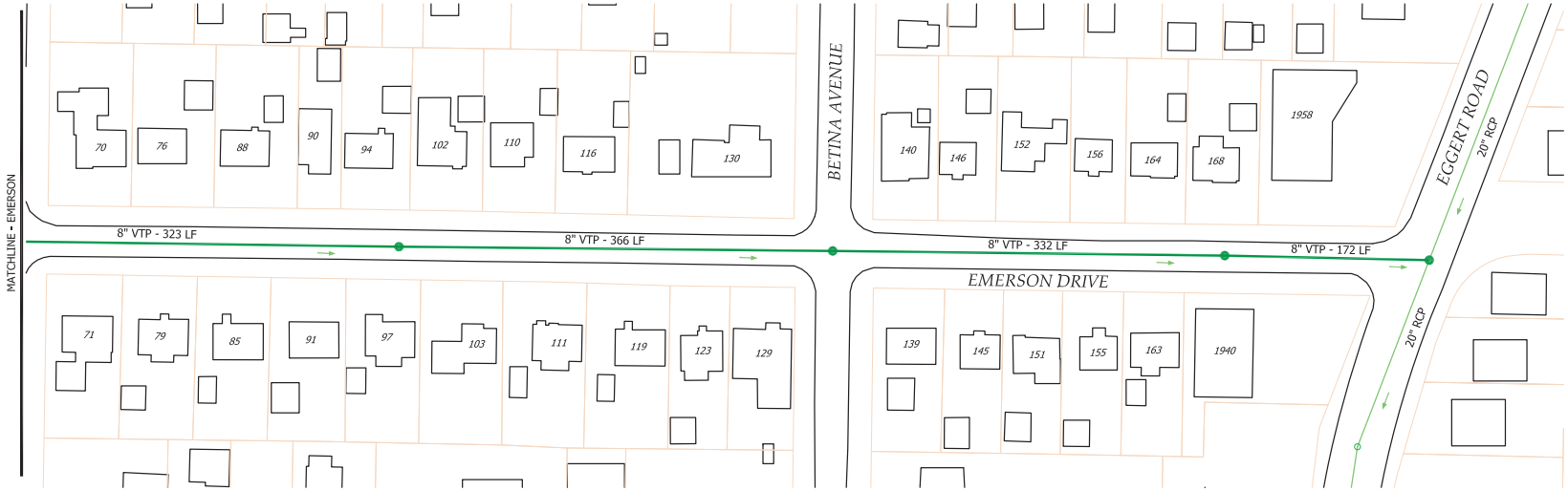


EMERSON DRIVE

SCALE: 1" = 100'

LEGEND

SANITARY SEWERS TO BE RELINED



EMERSON DRIVE

SCALE: 1" = 100'

TOWN OF AMH

AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/EMERSON/LENNOX

DESIGNED

DRAWN BY:

JOB NO.:

CHECKED

SCALE: AS

DATE: MA

NO.

SHT.

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer

LENNOX AVENUE

SCALE: 1" = 100'

LEGEND

SANITARY SEWERS TO BE RELINED

TOWN OF AMHERST

AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/EMERSON/LENNOX

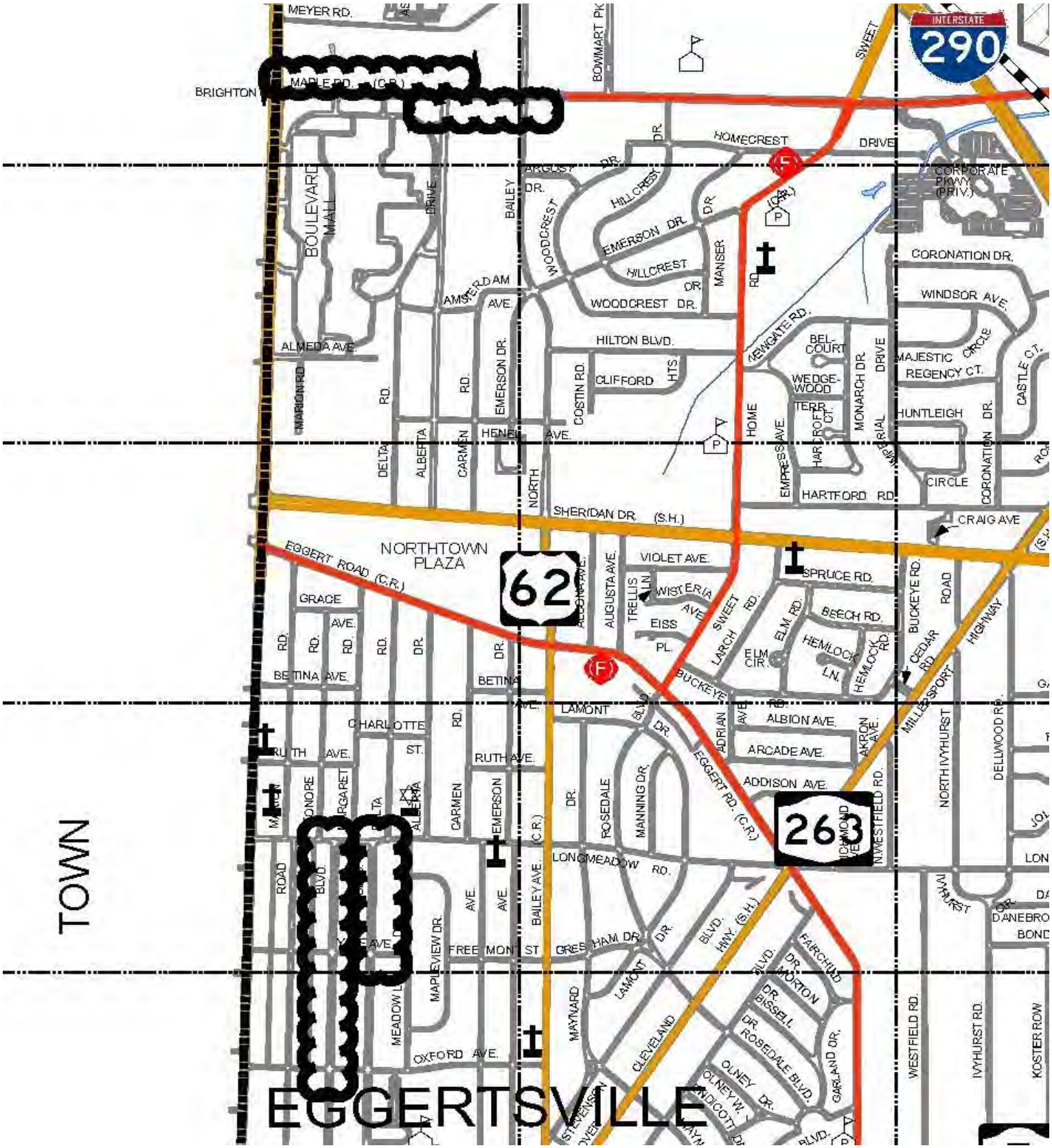
PLAN - LENNOX AVENUE

DESIGNED
DRAWN BY
JOB NO.:
CHECKED
SCALE:
DATE:
NO.

SHT.

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer

APPENDIX C.1



LOCATION MAP – 2021 CIP PROJECT E-9

EGGERTSVILLE & SNYDER MANHOLE REHABILITATION &
CAPEN-MAPLE-WINDERMERE SANITARY SEWER REPAIR AND RELINING PROJECT

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

APPENDIX C.2

2021 SANITARY SEWER REPAIR AND RELINE PROJECTS

2021 CIP PROJECT E-9

CAPEN/WINDERMERE/MAPLE SANITARY REPAIR & RELINING WITH MANHOLE REHABILITATION AND FLOW METER UPGRADES

TOWN OF AMHERST JOB NO. 2020-039

DESCRIPTION: REPAIR AND RELINE OF EXISTING SANITARY SEWERS ALONG CAPEN, WINDERMERE AND MAPLE TO PRESERVE PIPE INTEGRITY AND ELIMINATE I & I

RE-LINE LOCATIONS & COST ESTIMATE

RE-LINE NO.	STREET	LOCATION FROM MH/HSE #	TO MH/HSE #	PIPE SIZE	PIPE MAT.	APPROX. DEPTH (FT)	DIST. (FEET)		NO. TAPS	NO. DIGS	EST. DIG FOOTAGE	EST. TAP RECON.	EST. LAT. REPLACE	DIG COST	RE-LINE UNIT COST	TAP CUT COST ($25)	EST. RELINE COST	EST
1	Capen Boulevard	446	412	8	VTP	5.0	308		7	2	42	3	0	$8,010.00	$32.00	$175.00	$10,031.00	$18
2	Capen Boulevard	412	376 (Oxford)	8	VTP	6.5	334		6	4	15	4	0	$4,325.00	$32.00	$150.00	$10,638.00	$15
3	Capen Boulevard	446	480	8	VTP	5.5	349		7	1	6	1	0	$1,430.00	$32.00	$175.00	$11,343.00	$12
4	Capen Boulevard	480	514	8	VTP	7.0	350		7	2	85	3	0	$14,675.00	$32.00	$175.00	$11,375.00	$26
5	Capen Boulevard	514	548	8	VTP	7.5	348		6	0	0	0	0	$0.00	$32.00	$150.00	$11,286.00	$11
6	Capen Boulevard	548	Longmeadow Rd.	8	VTP	8.5	379		6	2	15	2	0	$3,325.00	$32.00	$150.00	$12,278.00	$15
7	Windermere Boulevard	458	490	10	VTP	11.0	351		6	4	30	3	0	$6,150.00	$34.00	$150.00	$12,084.00	$18
8	Windermere Boulevard	490	518	10	VTP	11.0	298		6	0	0	0	0	$0.00	$34.00	$150.00	$10,282.00	$10
9	Windermere Boulevard	518	Longmeadow Rd.	10	VTP	11.0	340		6	0	0	0	0	$0.00	$34.00	$150.00	$11,710.00	$11
10	Windermere Boulevard	457	491	8	VTP	7.0	349		6	4	20	3	0	$4,600.00	$32.00	$150.00	$11,318.00	$15
11	Windermere Boulevard	491	517	8	VTP	7.0	299		6	1	28	1	0	$4,640.00	$32.00	$150.00	$9,718.00	$14
12	Windermere Boulevard	517	Longmeadow Rd.	8	VTP	8.0	345		5	0	0	0	0	$0.00	$32.00	$125.00	$11,165.00	$11
13	Maple Road	3950 (Tops Parking)	3920	10	ACP	4.0	375		0	0	0	0	0	$0.00	$34.00	$0.00	$12,750.00	$12
14	Maple Road	3920	3902	10	ACP	4.5	212		2	0	0	0	0	$0.00	$34.00	$50.00	$7,258.00	$7
15	Maple Road	3902	3900-3904	10	ACP	5.0	310		0	0	0	0	0	$0.00	$34.00	$0.00	$10,540.00	$10
16	Maple Road	3900-3904	1355	10	ACP	5.0	307		0	0	0	0	0	$0.00	$34.00	$0.00	$10,438.00	$10
17	Maple Road	1355	Niagara Falls Blvd.	10	ACP	5.0	266		0	0	0	0	0	$0.00	$34.00	$0.00	$9,044.00	$9
18	Maple Road	4001 @ N. Bailey	3999 @ N. Bailey	10	VTP	3.5	49		0	0	0	0	0	$0.00	$34.00	$0.00	$1,666.00	$1
19	Maple Road	3999 @ N. Bailey	3999	10	VTP	4.0	145		0	1	10	0	0	$1,550.00	$34.00	$0.00	$4,930.00	$6
20	Maple Road	3999	3951	10	VTP	4.5	179		0	1	10	0	0	$1,550.00	$34.00	$0.00	$6,086.00	$7
21	Maple Road	3951	3951	10	VTP	4.5	21		0	0	0	0	0	$0.00	$34.00	$0.00	$714.00	$
22	Maple Road	3951	3951	10	VTP	4.5	149		0	1	10	0	0	$1,550.00	$34.00	$0.00	$5,066.00	$6
23	Maple Road	3951	Alberta Drive	10	VTP	5.0	127		0	1	10	0	0	$1,550.00	$34.00	$0.00	$4,318.00	$5
24	Maple Road	Alberta Drive	3883	10	VTP	5.0	245		1	1	10	0	0	$1,550.00	$34.00	$25.00	$8,355.00	$9
																MISC COST	$302.00	$
				RELINE SUBTOTAL:			6,435.0	L.F.	77	LAT	SANITARY REPAIR SUBTOTAL:			$55,105.00		RELINE SUBTOTAL:	$214,895.00	$270

TOTAL 2021 PROJECT E-9 COST:	SEWER REHABILITAION COST:	$270,000.00	SEWER REHABILITATION COST: $270,0
	MANHOLE REHABILITATION COST:	$190,000.00	COST BREAKDOWN:
	FLOW METER UPGRADE COST:	$35,000.00	RELINING PORTION: $214,
	ENGINEERING & INSPECTION	$20,990.00	REPAIR PORTION: $55,
Revised: 3/4/21	LEGAL & ADMINISTRATION COST:	$1,010.00	
	TOTAL 2021 PROJECT E-9 COST:	$517,000.00	

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

TOWN OF AMHERST

ERIE COUNTY NEW YORK

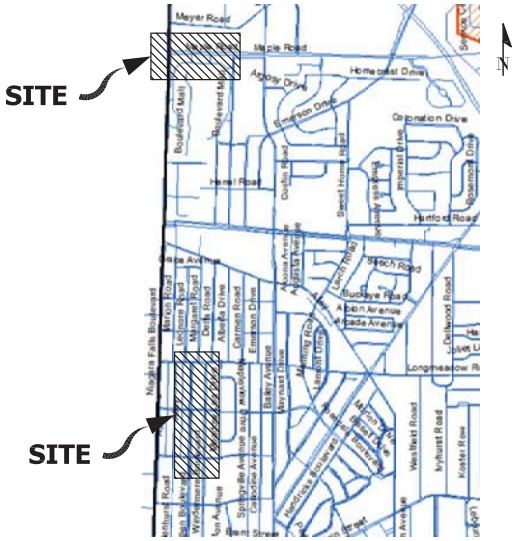
EGGERTSVILLE/SNYDER MANHOLE REHABILITATION & CAPEN/WINDERMERE/MAPLE SANITARY SEWER RELINING

2021 CIP PROJECT E-9 - IF #18

TOWN JOB NO. 2020.039

Town Supervisor
Brian J. Kulpa

Town Councilmembers
Jacqualine G. Berger - Deputy Supervisor
Deborah Bruch Bucki, RN, PhD
Shawn A. Lavin
Michael Szukala



Town Attorney
Stanley J. Sliwa

Town Engineer
Jeffrey S. Burroughs, P.E.

Supt. of Highways
Patrick G. Lucey

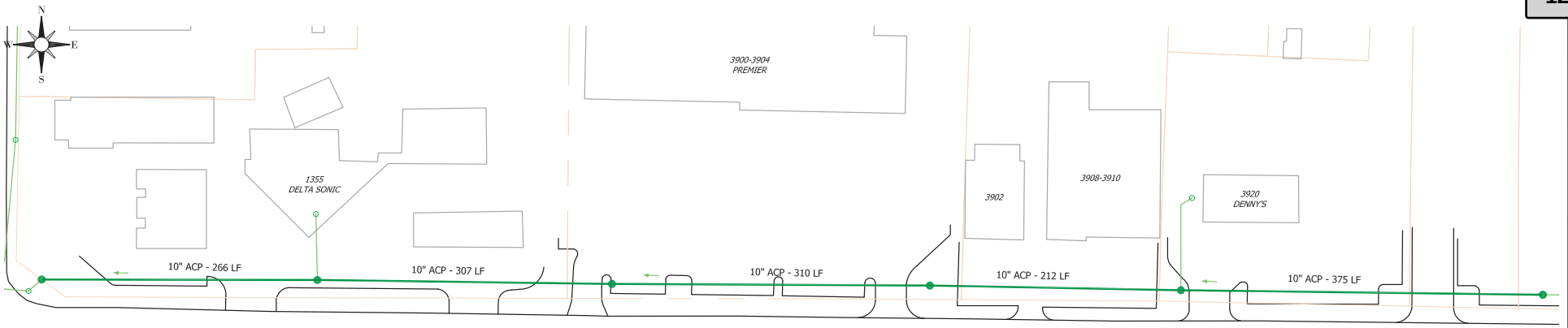
Town Clerk
Francina J. Spoth

DRAWING INDEX		
SHEET NUMBER	DRAWING NUMBER	DESCRIPTION
1	T1	COVER SHEET
2	P1	MAPLE ROAD
3	P2	CAPEN/WINDERMERE
4	P3	CAPEN/WINDERMERE

MARCH 2021

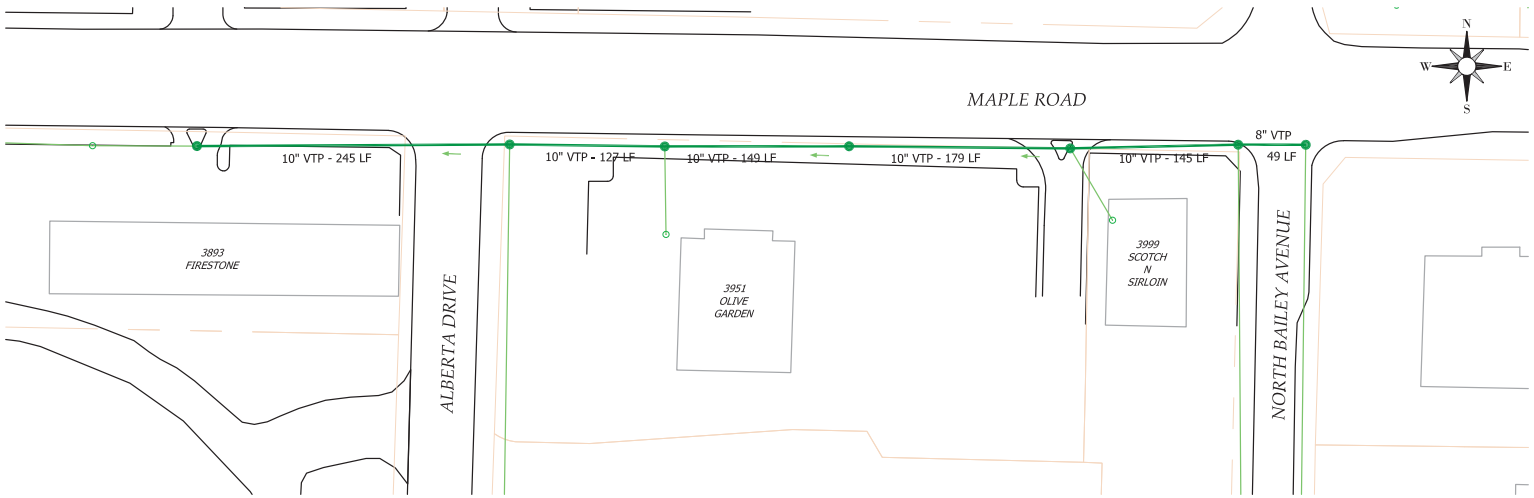
TOWN OF AMHERST
EGGERTSVILLE/SNYDER MANHOLE REHABILITATION &

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer



MAPLE ROAD - NORTH SIDE

SCALE: 1" = 100'



MAPLE ROAD - SOUTH SIDE

SCALE: 1" = 100'

LEGEND

SANITARY SEWERS TO BE RELINED

TOWN OF AMH

EGGERSTVILLE/SNYDER MANHOLE REHABILITATION &

DESIGNED

DRAWN BY:

JOB NO.:

CHECKED B

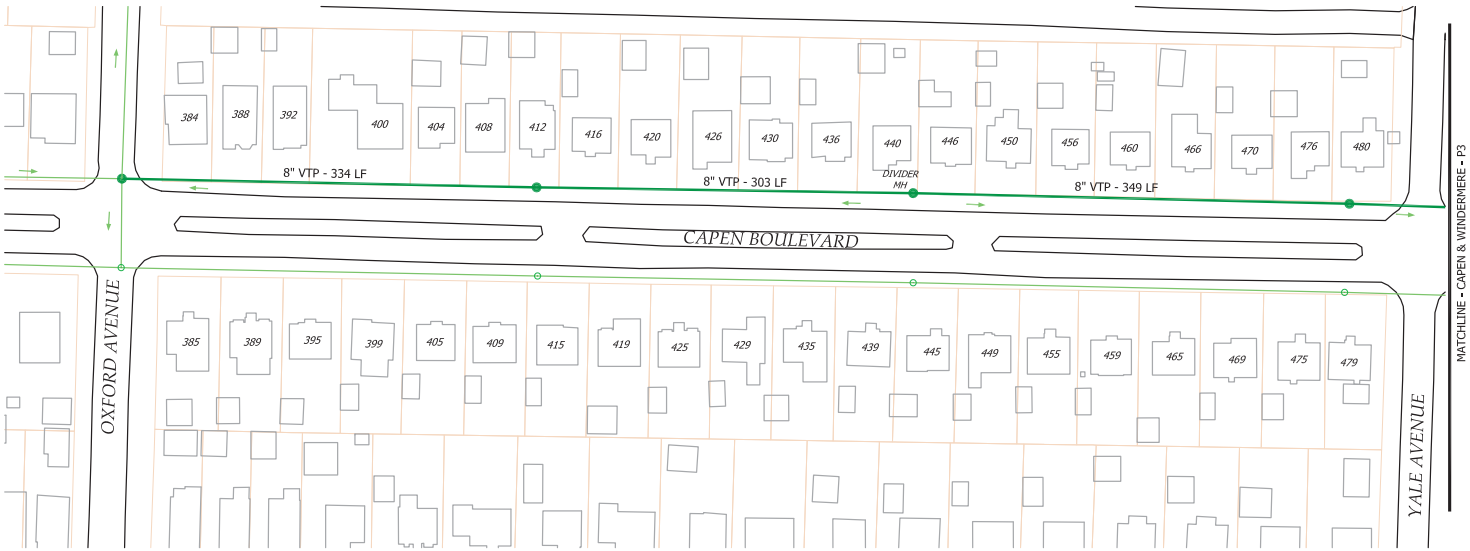
SCALE: AS

DATE: MA

NO.

SHT. N

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer



CAPEN BOULEVARD

SCALE: 1" = 100'

LEGEND

SANITARY SEWERS TO BE RELINED

TOWN OF AMH

JEFFREY S. BURROU

3 DEPA

FOREST

ILLE, N

EGGERSTVILLE/SNYDER MANHOLE REHABILITATION &

DESIGNED

DRAWN BY:

JOB NO.: 2

CHECKED B

SCALE: AS

DATE: MAR

NO. | BY

SHT. N

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer

CAPEN BOULEVARD & WINDERMERE BOUELVARD

SCALE: 1" = 100'

LEGEND

SANITARY SEWERS TO BE RELINED

TOWN OF AMH
JEFFREY S. BURROU
3 DEPA
FOREST
VILLE,

EGGERSTVILLE/SNYDER MANHOLE REHABILITATION &

DESIGNED
DRAWN BY:
JOB NO.: 2
CHECKED B
SCALE: AS
DATE: MAR
RE
NO. BY

SHT. N

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer

APPENDIX D.1

LOCATION MAP – 2021 CIP PROJECT E-10

PARKWOOD SANITARY SEWER REPAIR AND RELINING PROJECT

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

APPENDIX D.2

2021 SANITARY SEWER REPAIR AND RELINE PROJECTS

2021 CIP PROJECT E-10

CAPEN/WINDERMERE/MAPLE SANITARY REPAIR AND RELINING

TOWN OF AMHERST JOB NO. 2020-040

DESCRIPTION: REPAIR AND RELINE OF EXISTING SANITARY SEWERS ALONG PARKWOOD DRIVE TO PRESERVE PIPE INTEGRITY AND ELIMINATE I & I

RE-LINE LOCATIONS & COST ESTIMATE

RE-LINE NO.	STREET	LOCATION FROM MH/HSE #	LOCATION TO MH/HSE #	PIPE SIZE	PIPE MAT.	APPROX. DEPTH (FT)	DIST. (FEET)		NO. TAPS	NO. DIGS	EST. DIG FOOTAGE	EST. TAP RECON.	EST. LAT. REPLACE	DIG COST	RE-LINE UNIT COST	TAP CUT COST ($25)	EST. RELINE COST		ES CO
1	Parkwood Drive	74 Harper Road	15	8	VTP	5.0	342		7	1	5	1	0	$1,275.00	$32.00	$175.00	$11,119.00		$12
2	Parkwood Drive	15	45	8	VTP	6.5	335		8	1	6	1	0	$1,430.00	$32.00	$200.00	$10,920.00		$12
3	Parkwood Drive	45	75	8	VTP	7.5	302		6	0	0	0	0	$0.00	$32.00	$150.00	$9,814.00		$9
4	Parkwood Drive	75	109	8	VTP	7.5	300		9	0	0	0	0	$0.00	$32.00	$225.00	$9,825.00		$9
5	Parkwood Drive	109	129	8	VTP	6.0	200		5	0	0	0	0	$0.00	$32.00	$125.00	$6,525.00		$6
6	Parkwood Drive	129	Northledge Drive	8	VTP	5.0	202		2	0	0	0	0	$0.00	$32.00	$50.00	$6,514.00		$6
																MISC. COST	$286.00		$
			RELINE SUBTOTAL:				1,681.0	L.F.	37	LAT	**SANITARY REPAIR SUBTOTAL:**			$2,705.00	**RELINE SUBTOTAL:**		$55,005.00		$57

	SEWER REHABILITATION COST:	**$57,**
TOTAL 2021 PROJECT E-10 COST:	**COST BREAKDOWN:**	
	RELINING PORTION:	**$55,**
	REPAIR PORTION:	**$2,**
	LEGAL AND ADMINISTRATION:	**$**
	TOTAL 2021 PROJECT E-10 COST:	**$58,0**

Revised 3/4/21

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

TOWN OF AMHERST

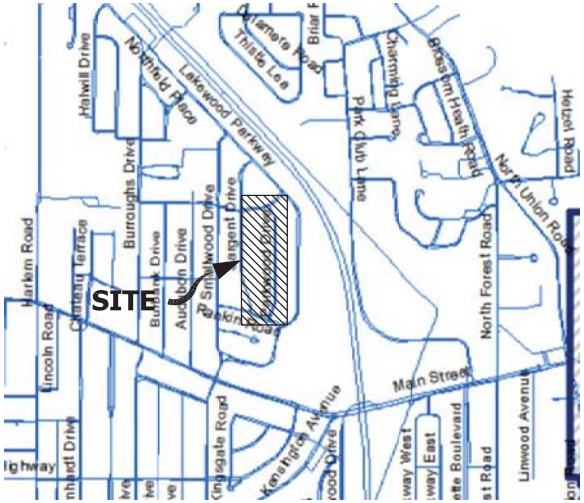
ERIE COUNTY **NEW YORK**

PARKWOOD DRIVE SANITARY SEWER RELINING 2021 CIP PROJECT E-10 - IF #19

TOWN JOB NO. 2020.040

Town Supervisor
Brian J. Kulpa

Town Councilmembers
Jacqualine G. Berger - Deputy Supervisor
Deborah Bruch Bucki, RN, PhD
Shawn A. Lavin
Michael Szukala



DRAWING INDEX		
SHEET NUMBER	DRAWING NUMBER	DESCRIPTION
1	T	TITLE PAGE
2	P1	PARKWOOD DRIVE

Town Attorney
Stanley J. Sliwa

Town Engineer
Jeffrey S. Burroughs, P.E.

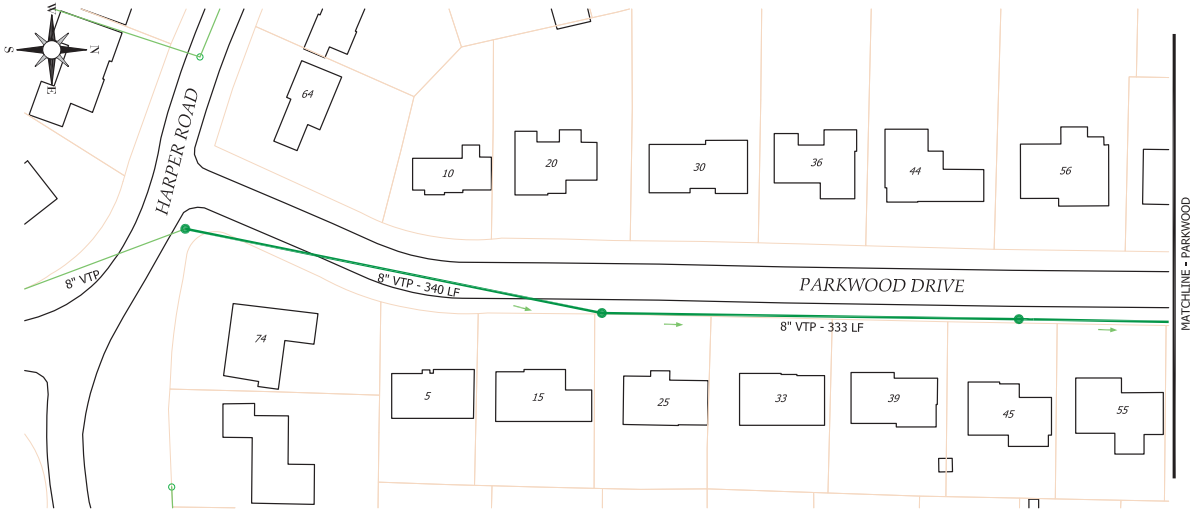
Supt. of Highways
Patrick G. Lucey

Town Clerk
Francina J. Spoth

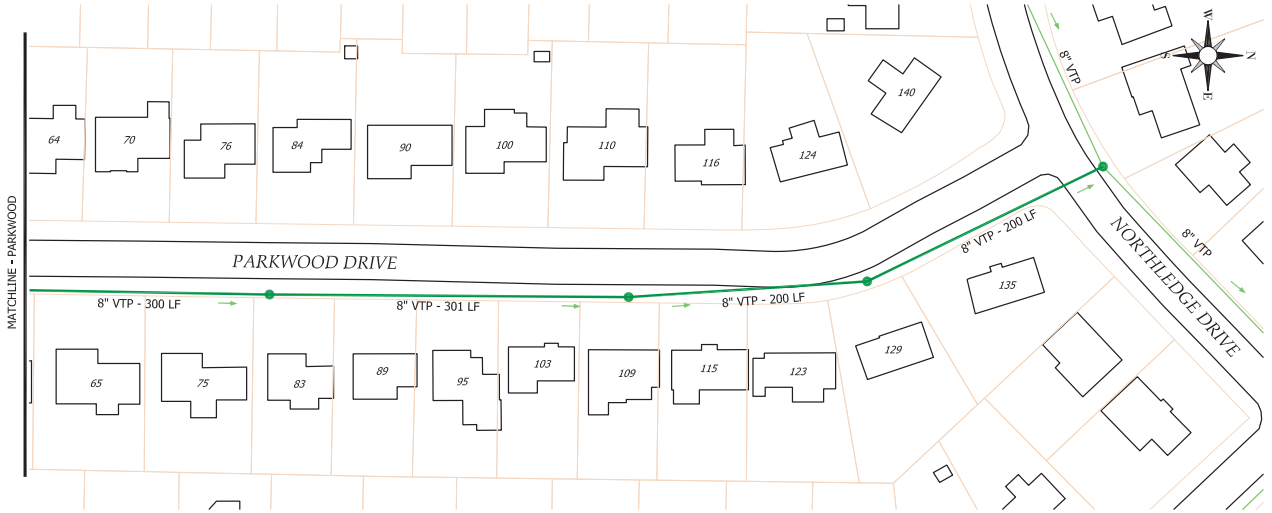
MARCH 2021

TOWN OF AMH
PARKWOOD DRIVE SANITARY SEWER RELINING

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer



PARKWOOD DRIVE
SCALE: 1" = 100'



PARKWOOD DRIVE
SCALE: 1" = 100'

LEGEND
SANITARY SEWERS TO BE RELINED

TOWN OF AMH
JEFFREY S. BURROU
G DEPA
FOREST
VILLE,

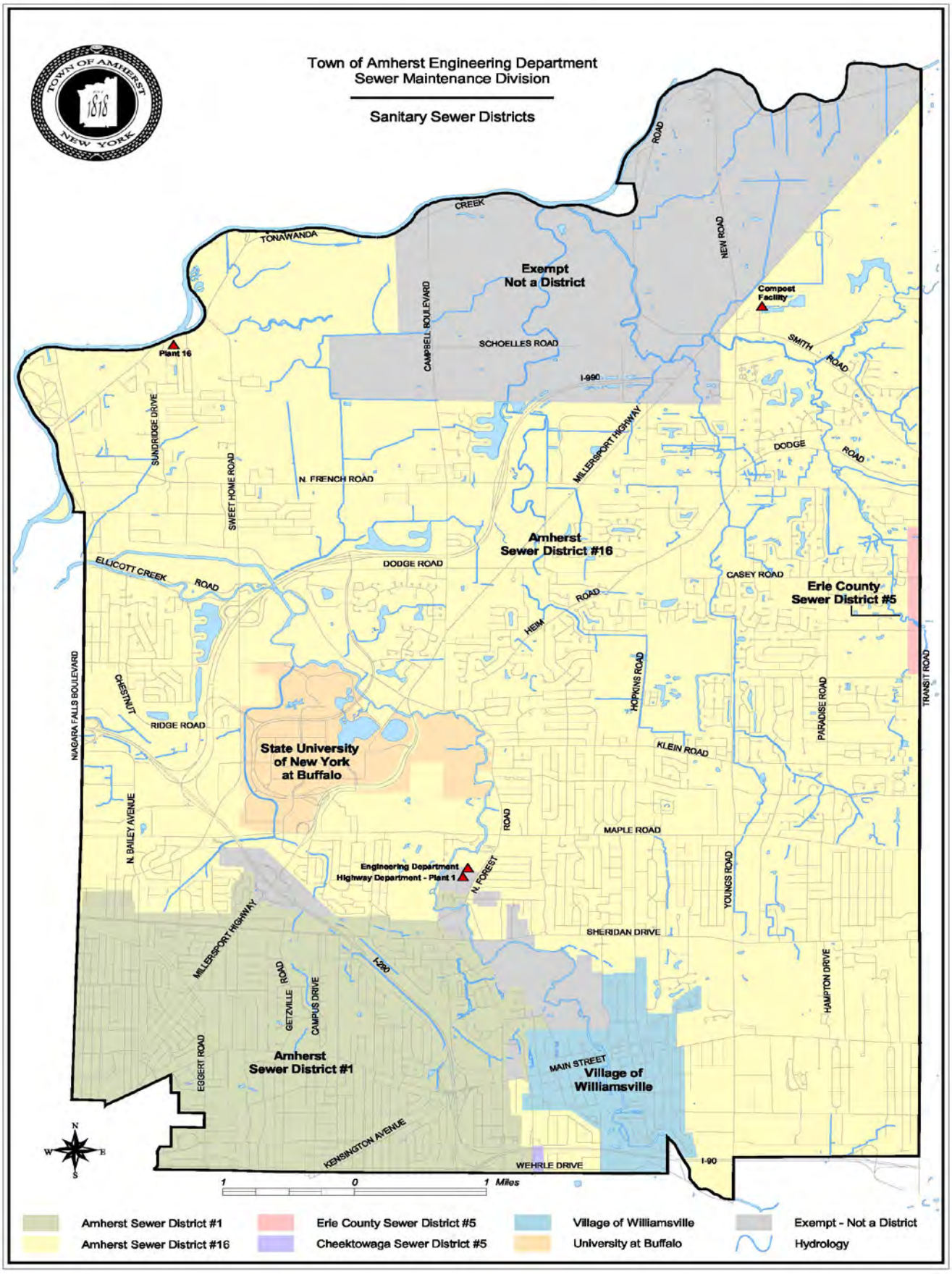
PARKWOOD DRIVE SANITARY SEWER RELINING

DESIGNED
DRAWN BY:
JOB NO.: 2
CHECKED B
SCALE: AS
DATE: MAR
RE
NO. BY

SHT. N

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer

APPENDIX E.1



LOCATION MAP – 2021 CIP PROJECT E-10

2021 SANITARY REPAIR & CONSTRUCTION PROJECT – SUPPLEMENTAL FUNDING
SANITARY REPAIRS PERFORMED THROUGHOUT TOWN OF AMHERST SEWER DISTRICT

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

APPENDIX F.1

SEQR INFORMATION

ALL PROJECTS

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

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

March 12, 2021

To: Ellen Kost - Assistant Planning Director

From: Frank P. Fanara - Sewer Maintenance Engineer

RE: SEQR Reviews

2021Consolidated Sanitary Sewer District Rehabilitation Projects
2021 CIP Projects E-8, E9, E10 and E43
Town of Amherst Job Nos. 2020-038, 2020-039, 2020-040 & 2021-005

Attached is a copy of the Engineer's Report for the above sanitary sewer projects. These projects are in the approved 2021 Capital Improvement Program (CIP) as projects E-8, E9, E10 & E43.

Projects E8 - E10 are sanitary sewer projects that include any necessary "spot repairs" and sewer pipe relining. Project E9 includes the rehabilitation of approximately 50 existing sanitary manholes using a lining product. Approximately 10 manholes may need to be replaced.

Also included is project E-43. which is a supplemental bond for our yearly sanitary sewer repair contract. Our operating budget for this work was cut 60% due to Covid19 budget constraints. This work includes priority "spot repairs" of the sanitary sewer within the Consolidated Sanitary Sewer District.

The sewers to be relined are 8-inch and 10-inch pipe. The relining process will decrease ground and storm water infiltration by an estimated 25%. These areas are fully built out and our rehabilitation of the existing sanitary pipes will not increase the capacity of the existing system.

The total estimated cost of these four (4) projects is approximately $1,035,000.00, with engineering, inspection, miscellaneous bonding costs and contingencies. The projects will be funded with a 20 year Consolidated Sanitary Sewer District Bond in the amount of $610,000.00 and supplemented with $225,000.00 from T4030 Sewer Remediation Trust fund and $200,000.00 from CDBG funding. (See Map, 2021 CIP Item & Cost Estimate Report)

At this time we request that your office perform the required SEQR and NYS SHPO reviews and determinations for this project. When complete, please forward to my attention. Per our conversation, I did not include a SEQR - Short Environmental Assessment Form for these projects.

If you have any questions or need a SEQR Short Form filled out, please do not hesitate to call. Thank you.

Attachments

cc: Jeffrey S. Burroughs, P.E. – Town Engineer
Stanley J. Sliwa, Esq. – Town Attorney
Daryl Bramer – Comptroller
Dan Howard – Planning Director

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

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

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

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 15, 2021

TO: Frank P. Fanara, Sewer Maintenance Engineer

FROM: Ellen M. Kost, AICP, Assistant Planning Director

RE: SEQR Determination –
2021 Consolidated Sanitary Sewer District Rehabilitation Projects
TOA Project Nos. 2020-038, 2020-039, 2020-040 & 2021-005

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. 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 Sanitary Sewer Rehab Projects – Consol. SS District

cc: Jeffrey Burroughs, PE, Town Engineer
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: MPR E-8 E-9 E-10 E-43 Sanitary Sewer Rehab-revised (RES-2021-377 : 2021 Sanitary Sewer Rehabilitation Projects (Bond

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23199 **RESOLUTION 2021-378** **ROLL CALL VOTE (ADOPTED)**

Engineering Vehicle (Bond Resolution - $32,000)

AGENDA ITEM - MAY 3RD, 2021

TO: **Town Board**

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

DATE: **April 26, 2021**

RE: **2021-2026 C.I.P. Project E-1**
Engineering Vehicle Bond
Bond Resolution - $32,000.00

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

(1) Adopt the attached bond resolution authorizing the issuance of $32,000.00 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 - May 3rd, 2021**)
Daryl C. 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*)

5/03/2021
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $32,000

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

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

May 3, 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 May 3, 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-2021-378 : Engineering Vehicle (Bond Resolution - $32,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 3, 2021, AUTHORIZING ACQUISITION OF A VEHICLE FOR THE ENGINEERING DEPARTMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $32,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $32,000 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 acquisition of a vehicle for the Engineering Department as described in the memorandum dated April 19, 2021 from the Town Engineer to the Town Supervisor (2021 Capital Improvement Program Project E-1). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $32,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $32,000 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 $32,000 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 appropriation.

Attachment: CertBondReso (RES-2021-378 : Engineering Vehicle (Bond Resolution - $32,000))

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 bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 29 of the Law, is five (5) 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 not 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-2021-378 : Engineering Vehicle (Bond Resolution - $32,000))

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.

Section 7. This bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the

Attachment: CertBondReso (RES-2021-378 : Engineering Vehicle (Bond Resolution - $32,000))

"Amherst Bee," a newspaper having a general circulation within said Town and hereby designated as the official newspaper of the Town for such publication.

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-2021-378 : Engineering Vehicle (Bond Resolution - $32,000))

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 May 3, 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 May, 2021.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2021-378 : Engineering Vehicle (Bond Resolution - $32,000))

TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

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

MEMORANDUM

To: Brian J. Kulpa, AIA – Town Supervisor

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

Date: April 19, 2021

Re: 2021 CIP Project E-1 Engineering Equipment & Vehicle Bond: $32,000.00

Please accept this memorandum prioritizing the Engineering Department's 2021 Equipment Bond purchases. The list of vehicles/equipment, pricing and purchase justification is found below:

Engineering Support - A1440	**Est.Cost**	**PPU**	**Purchase Justification**
Ford Transit 250 XL Medium		**5 Yr.**	Replace E-14 (2004 Van)
Roof Regular WB Cargo Van	$32,840.00		
Revenue from Sale of Equipment	($1,000.00)	Annual General Fund Tax Impact:	
Net Cost	$31,840.00	$0.0007 per $1,000 AV	
Legal/Admin	$160.00	$0.1350 per $200,000 property	
Total Bond	**$32,000.00**		

Total Bond Amount: **$ 32,000.00**

cc: Lynda L. Juul, Director of Finance

Attachment: MPR E-1 Engineering Vehicles Equipment (RES-2021-378 : Engineering Vehicle (Bond Resolution - $32,000))

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

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23200 **RESOLUTION 2021-379** **ROLL CALL VOTE (ADOPTED)**

Brompton Road & Park Club Lane Safety Study & Redesign (Bond Resolution - $25,000)

AGENDA ITEM - MAY 3RD, 2021

TO: **Town Board**

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

DATE: **April 26, 2021**

RE: **2021-2026 C.I.P.**
Brompton Road & Park Club Lane Safety Study & Redesign
Bond Resolution - $25,000.00

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 $25,000.00 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 - May 3rd, 2021**)
Daryl C. 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*)
Christopher P. Schregel, LSIT, Principal Engineer Assistant (*w/attachment*)

5/03/2021

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

FINANCIAL IMPACT:

Bond Resolution - $25,000

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 April 20, 2021

TO: Chris Schregel, LSIT, Principal Engineer Assistant

FROM: Ellen M. Kost, AICP, Assistant Planning Director

RE: SEQR Determination –
Brompton Road & Park Club Lane Safety Study & Redesign
2021 – 2026 C.I.P.

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

Please contact our office if you have any questions.

X/Special Projects/SEQR Engineering/Type II Projects/Brompton & Park Club Lane Study

cc: Jeffrey Burroughs, PE, Town Engineer
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: SEQRBromptonParkClubLane-04222021103108 (RES-2021-379 : Brompton Road & Park Club Lane Safety Study & Redesign (Bond

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

May 3, 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 May 3, 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-2021-379 : Brompton Road & Park Club Lane Safety Study & Redesign (Bond Resolution - $25,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 3, 2021, AUTHORIZING BROMPTON ROAD AND PARK CLUB LANE SAFETY STUDY AND REDESIGN, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $25,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $25,000 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 Brompton Road and Park Club Lane safety study and redesign as described in the map, plan and report dated May 2021 and prepared by the Town Engineering Department (2021-2026 Capital Improvement Program Project E-44). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $25,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $25,000 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 $25,000 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 appropriation.

Attachment: CertBondReso (RES-2021-379 : Brompton Road & Park Club Lane Safety Study & Redesign (Bond Resolution - $25,000))

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 bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 62(2nd) of the Law, is five (5) 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 not 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-2021-379 : Brompton Road & Park Club Lane Safety Study & Redesign (Bond Resolution - $25,000))

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.

Section 7. This bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the

Attachment: CertBondReso (RES-2021-379 : Brompton Road & Park Club Lane Safety Study & Redesign (Bond Resolution - $25,000))

"Amherst Bee," a newspaper having a general circulation within said Town and hereby designated as the official newspaper of the Town for such publication.

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-2021-379 : Brompton Road & Park Club Lane Safety Study & Redesign (Bond Resolution - $25,000))

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 May 3, 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 May, 2021.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2021-379 : Brompton Road & Park Club Lane Safety Study & Redesign (Bond Resolution - $25,000))

Attachment: MPR E-44 Brompton Rd & Park Club Ln Safety Study & Design (RES-2021-379 : Brompton Road & Park Club Lane Safety Study &

Town of Amherst
Engineering Department

Brompton Road & Park Club Lane Safety Study & Redesign

2021 – 2026 Capital Improvement Program

May 2021

Contents:

- Project Background
- Project Description
- Project Schedule
- Financial Summary
- Project Cost Estimate
- Taxation Summary
- Town of Amherst Planning Department SEQR Determination – Type II Action
- Certificate as to Useful Life of Project

Town of Amherst Engineering Department
Engineering Support Division
1100 North Forest Road
Williamsville, NY 14221
(716) 631 - 7154 / Fax: (716) 631 - 7222

Attachment: MPR E-44 Brompton Rd & Park Club Ln Safety Study & Design (RES-2021-379 : Brompton Road & Park Club Lane Safety Study &

PROJECT BACKGROUND:

Residents of both Brompton Road and Park Club Lane have requested that the Town of Amherst provide a solution to the high vehicular speeds and lack of pedestrian accommodations on their respective roadways. A background summary of each roadway is as follows:

Brompton Road

Brompton Road is a 2-lane Town of Amherst roadway that measures 0.83 miles between Main Street and Sheridan Drive with 60 residential homes and an assisted living facility. Brompton Road is classified as a collector roadway and is currently without any sidewalks on either side of the roadway. The Town of Amherst has received numerous correspondences from the residents of Brompton Road voicing concern over vehicle speeds and lack of any pedestrian accommodations along Brompton Road. At its January 6, 2021 meeting, the Amherst Traffic Safety Board reviewed collected traffic data that identified an 85th percentile speed that is 10 mph over the posted speed limit of 30 mph. As such, they recommended an outside Engineering Firm study Brompton Road to provide recommendations on traffic calming, roadway reconfiguration, street lighting, and pedestrian safety. This recommendation resulted in the Town Board adopting resolution 2021-083 that supports a study and design phase "to identify a preferred alternative to improve the overall safety of the roadway for all users on Brompton Road."

Park Club Lane

Park Club Lane is a 2-lane collector roadway classified with high speeds, cut through traffic, and lacks adequate pedestrian-oriented infrastructure. Park Club Lane measures 1.35 miles, is situated between North Forest Road and Main Street, and is primarily residential with a business and medical use on the south end. Residents from the Morningside Homeowners Association have approached the Town of Amherst with complaints related to high speeds, cut through traffic, and lack of pedestrian infrastructure. Traffic counters have confirmed an 85th percentile speed of 44 mph in one section on Park Club Lane, 14 mph over the posted speed limit of 30 mph. For this, and other safety reasons, the Amherst Traffic Safety Board is recommending a traffic calming and pedestrian improvements be included in a study and design phase.

PROJECT DESCRIPTION:

Conduct a transportation study and preliminary design of countermeasure options that include traffic calming, reconfigurations, innovative solutions, lighting, and pedestrian improvements for both Brompton Road and Park Club Lane. This Study and Design Phase includes review of right-of-way, available traffic counts, and the existing pedestrian network. This phase will also involve gathering public feedback of project alternatives in both neighborhoods and possible deployment of tactical urbanism (temporary traffic calming). Deliverables include a study, conceptual preliminary drawings, and probable cost estimates.

PROJECT SCHEDULE:

Request for Proposals:	June 2021
Project Award:	July 2021
Study & Preliminary Design:	August – September 2021

FINANCIAL SUMMARY:

At the March 22, 2021 Town Board meeting, the 2021-2026 Capital Improvement Program was amended by resolution 2021-261 that reassigned funding towards a new CIP project identified as E-44 designated as Brompton Road Safety Study & Redesign. Park Club Lane is added to this Map, Plan, and Report given the similarities to the Brompton Road project.

The funding is identified General Fund bond. The study and preliminary design has a minimum useful life of 5 years.

PROJECT COST ESTIMATE:

○ Study and Preliminary Design	$ 24,875
○ Legal/Bonding	$ 125
Total Amount to be bonded	**$ 25,000**

TAXATION SUMMARY:

○ Current Bond Request:	$ 25,000
○ Bond Term:	5 years (General Fund)
○ Annual Tax Impacts:	$0.0005 per year, per $1,000 AV
○ Typical Property Taxation Impacts:	$0.1055 per year, per $200,000 property

Attachment: MPR E-44 Brompton Rd & Park Club Ln Safety Study & Design (RES-2021-379 : Brompton Road & Park Club Lane Safety Study &

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 Dire

MEMORANDUM April 20, 2021

TO: Chris Schregel, LSIT, Principal Engineer Assistant

FROM: Ellen M. Kost, AICP, Assistant Planning Director

RE: SEQR Determination –
Brompton Road & Park Club Lane Safety Study & Redesign
2021 – 2026 C.I.P.

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

Please contact our office if you have any questions.

X/Special Projects/SEQR Engineering/Type II Projects/Brompton & Park Club Lane Study

cc: Jeffrey Burroughs, PE, Town Engineer
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: MPR E-44 Brompton Rd & Park Club Ln Safety Study & Design (RES-2021-379 : Brompton Road & Park Club Lane Safety Study &

Attachment: MPR E-44 Brompton Rd & Park Club Ln Safety Study & Design (RES-2021-379 : Brompton Road & Park Club Lane Safety Study &

CERTIFICATE AS TO USEFUL LIFE OF PROJECT

I, the undersigned, HEREBY CERTIFY as follows:

That I am the Town Engineer [Engineer] and I am familiar with the Town of Amherst's proposed Brompton Road and Park Club Lane Safety Study & Redesign Project, as described in the map, plan and report dated May 2021, prepared by the Town Engineering Department (2021-2026 CIP Project E-44).

That said project is classified as a capital asset under generally accepted accounting principles for municipalities and that the useful life thereof is at least five (5) years.

That this certification is being delivered pursuant to the Local Finance Law Section 11.00 a. 35, constituting Chapter 33-a of the Consolidated Laws of the State of New York, in connection with the issuance of bonds or notes of the Town to finance such project, for the purpose of determining the maximum maturity of such bonds or notes.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of April 21, 2021.

Jeffrey S. Burroughs, P.E.

Town Engineer
(Title/Position)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23208 **RESOLUTION 2021-380** **ROLL CALL VOTE (ADOPTED)**

Expansion of Main Library at Audubon (Bond Resolution - $2,500,000)

AGENDA ITEM - MAY 3RD, 2021

TO: **Town Board**

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

DATE: **April 26, 2021**

RE: **2021-2026 C.I.P. Amended**
Expansion of the Main Library At Audubon
Bond Resolution - $2,500,000.00

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 $2,500,00.00 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 - May 3rd, 2021**)
Daryl C. 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*)
Marc A. Bellacose, Junior Municipal Engineer (*w/attachment*)

5/03/2021
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by

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

FINANCIAL IMPACT:

Bond Resolution - $2,500,000

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

SEQR
Negative Declaration

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Planning Board	**Project:**	SP-1986-30_C
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date:**	March 18, 2021

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: Site Plan Review

SEQR Status: Unlisted Action

Description of Action: Future construction of a one story, 6,570± square foot addition to the east side of the existing Audubon Library located in the southwest portion of the Town Municipal Complex at the subject location. The addition is proposed to house a 5,000 square foot expansion to the children's library and a 1,570 square foot expansion for a meeting room. Work will include the site improvements not specifically stated above, including, stormwater, utilities, grading, lighting, paving, and landscaping.

Location: 330-500 John James Audubon Parkway (NCD), Amherst, Erie County

Petitioner: Town of Amherst Engineering Department

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Attachment: SEQRAudLib (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

REASONS SUPPORTING THIS DETERMINATION

Based on information submitted by the applicant including a Full Environmental Assessment Form (EAF) - Part I, (as amended) and a complete site plan application, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that this action 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 Engineering Department on March 12, 2021 reviewed the Grading, Drainage and Utility Plans submitted on January 25, 2021, Engineer's Report submitted on January 25, 2021 and Geotechnical Report prepared by WMA Engineering, DPC.

   The Stormwater Management Officer on March 1, 2021 reviewed the site plan application and determined that due to the size of the soil disturbance area for this project (<1 acre) and the lack of any impact to a designated environmentally sensitive area, a SWPPP for this action is not required at this time.

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. The Planning Department reviewed a Landscape Plan submitted on January 25, 2021and determined that it meets or exceeds Zoning Ordinance requirements for greenspace. The Landscape Plan has or will have met all Zoning Ordinance and Town requirements for landscaping.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The Building Department has reviewed the application documents, along with the Geotechnical Report submitted on January 25, 2021 and determined in their review of January 29, 2021 that the subject project has or will have met all Zoning Ordinance regulations.

4. The project is within an area identified by the State as having potential archaeological or historical significance. However, the site has been previously disturbed, therefore, the project will not impair the character or quality of important historical resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The project is located in the New Community District (NCD) zoning district and subject the Local Center use regulations of §203-5-2-5 (3) of Town Code; neighboring uses are office buildings and the Town of

MAR25'21 PM 3:29 (AUD)

Attachment: SEQRAudLib (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

6. Amherst justice facility, police headquarters and senior center and zoned New Community District (NCD) and subject to the Local Center and General Commercial use regulations of §203-5-2-5 (3) and §203-5-2-5 (4) of Town Code; therefore, the project is consistent with surrounding land use.

7. The proposed subject development will include the future construction of a one story, 6,570 square foot addition to the east side of the existing Audubon Library located in the southwest portion of the Municipal Complex which will not cause a major change in the use of either the quantity or type of energy.

8. The project will not create any hazard to human health. The Fire Chief's Council on January 29, 2021 has reviewed the project and has no objection to the approval of the site plan, as all requirements of this agency has or will have been met.

9. The project 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. Future construction of a one story, 6,570 square foot addition to the east side of the existing Audubon Library located in the southwest portion of the Municipal Complex will be consistent with the scale of surrounding land uses.

10. The function of the proposed one story, 6,570 square foot addition to the east side of the existing Audubon Library located in the southwest portion of the Municipal Complex will not significantly increase the number of people using the site over its previous level of use.

11. Review by the Town Traffic/Safety Board dated January 29, 2021 indicates that significant negative traffic impacts are not expected to result from the proposed project.

12. A coordinated review of the project has been undertaken by Town Departments including, in addition to those mentioned above, Highway on February 18, 2021, Assessor on January 29, 2021, Plumbing Division on January 29, 2021 and Right-of-Way Agent on February 26, 2021. These reviews did not identify any potential significant adverse environmental issues and indicated that the proposal will not have a significant damaging impact on the environment.

13. 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 cause significant negative environmental impacts.

Attachment: SEQRAudLib (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

Planning Board Approval
Moved by: Gelber; Second by: Penberthy Ayes; 7 Noes; 0

Scott Maslad Principal Planner
signature & title of preparer

March 24 2021
Date

Robert J. Gilmour, Planning Board Chair

3-25-21.
Date

SM/ac
X:\Current_Planning\Files\Site Plans\1986\SP-1986-30_C_(350-500_John_James_Audubon_Pkwy_NCD)_2021\SP-1986-30_C_SEQR Neg Declaration_031821.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
Marc Bellacosa, Junior Municipal Engineer
Robert Walter, 2765 Dodge Rd., East Amherst, NY 14051
John DiDonato, DiDonato Associates, 689 Main St, Buffalo, NY 14203

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Attachment: SEQRAudLib (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

May 3, 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 May 3, 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-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 3, 2021, AUTHORIZING ADDITIONAL FINANCING FOR EXPANSION OF THE MAIN LIBRARY AT AUDUBON, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $4,243,559, APPROPRIATING $1,153,559 FOR SUCH PURPOSE, IN ADDITION TO THE $3,090,000 PREVIOUSLY APPROPRIATED THEREFOR; AND AUTHORIZING THE ISSUANCE OF $2,500,000 BONDS TO FINANCE A PORTION OF THE $4,243,559 TOTAL APPROPRIATION, STATING THAT THE PLAN OF FINANCING SAID COST INCLUDES THE ISSUANCE OF $2,500,000 BONDS HEREIN AUTHORIZED IN ADDITION TO $792,000 BONDS PREVIOUSLY AUTHORIZED; AND APPLICATION OF $951,559 EXPECTED TO BE RECEIVED FROM THE STATE OF NEW YORK TO BE EXPENDED TOWARDS THE COST OF SAID OBJECTS OR PURPOSES

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 continue undertaking the expansion of the Main Library at Audubon, located at 350 John James Audubon Parkway, as described in the map, plan and report dated April 2021 prepared by the Town of Amherst Engineering Department (2021-2026 Capital Improvement Program Project L-1). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $4,243,559 and $1,153,559 is hereby appropriated, in addition to the $3,090,000 previously appropriated pursuant to the bond resolution adopted by the Town Board on September 3, 2019 and amended on September 21, 2020 (the "Previously Appropriated Funds"). The plan of financing includes the expenditure of the Previously Appropriated Funds, application of $951,559 grant funds expected to be received from the State of New York to be expended towards the cost of said object or purpose (a $917,467 portion of which was included in the Previously Appropriated Funds), the

Attachment: CertBondReso (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

issuance of bonds in the principal amount of $2,500,000 (a $1,153,559 a portion of which is funding a like amount of such Previously Appropriated Funds) in addition to $792,000 bonds previously authorized, and any bond anticipation notes issued in anticipation of the sale of said bonds 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 $2,500,000 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 a portion of said appropriation.

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 bonds are authorized to be issued, within the limitations of Section 11.00 a. 12(a)(1) of the Law, is twenty-five (25) 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.

Attachment: CertBondReso (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

(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.

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

Attachment: CertBondReso (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

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.

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-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on May 3, 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 May 3, 2021, authorizing additional financing for expansion of the Main Library at Audubon, stating the estimated maximum cost thereof is $4,243,559, appropriating $1,153,559 for such purpose, in addition to the $3,090,000 previously appropriated therefor; and authorizing the issuance of $2,500,000 bonds to finance a portion of the $4,243,559 total appropriation, stating that the plan of financing said cost includes the issuance of $2,500,000 bonds herein authorized in addition to $792,000 bonds previously authorized; and application of $951,559 expected to be received from the State of New York to be expended towards the cost of said objects or purposes,"

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

FIRST: AUTHORIZING said Town to continue undertaking the expansion of the Main Library at Audubon, located at 350 John James Audubon Parkway, as described in the map, plan and report dated April 2021 prepared by the Town of Amherst Engineering Department (2021-2026 Capital Improvement Program Project L-1). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $4,243,559 and $1,153,559 is hereby appropriated, in addition to the $3,090,000 previously appropriated pursuant to the bond resolution adopted by the Town Board on September 3, 2019 and amended on September 21, 2020 (the "Previously Appropriated Funds"). The plan of financing includes the expenditure of the Previously Appropriated Funds, application of $951,559 grant funds expected to be received from the State of New York to be expended towards the cost of said object or purpose (a $917,467 portion of which was included in the Previously Appropriated Funds), the issuance of bonds in the principal amount of $2,500,000 (a $1,153,559 a portion of which is funding a like amount of such Previously Appropriated Funds) in addition to $792,000 bonds previously authorized, and any bond anticipation notes issued in anticipation of the sale of said bonds 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;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $2,500,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

Attachment: CertBondReso (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is twenty-five (25) 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: May 3, 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-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

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-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

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 May 3, 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 May 2021.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

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 May 3, 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 May, 2021.

_____

Attachment: CertBondReso (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

Town of Amherst
Engineering Department

2021
Expansion of the Main Library at Audubon
2021 – 2026 C.I.P. AMENDED
Project L-1

Map, Plan & Report
April 2021

Contents:

- Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- Town of Amherst Planning Department SEQR Determination
- Location Image

Town of Amherst Engineering Department
1100 North Forest Rd., Williamsville, NY 14221
(716) 631-7154 / (716) 631-7222

Attachment: 2021 Library Expansion (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

Town of Amherst
Engineering Department
Expansion of the Main Library at Audubon

INTRODUCTION / EXISTING CONDITIONS:

The Main Library at Audubon is located at 350 John James Audubon Parkway in a building owned and maintained by the Town of Amherst. This 21,500+ square foot facility provides for various library-related activities, including local community use of the onsite conference room. In addition, local school and private groups utilize small study/meeting rooms for group activities.

Originally constructed in 1988, the Main Library at Audubon has undergone one addition in 1998. However, as the second largest library within the Buffalo and Erie County Library system, the current facility faces challenges at adequately meeting the needs of its patrons.

PROPOSED ANTICIPATED SCOPE OF IMPROVEMENTS:

Anticipated funding referenced below will be allocated to professional engineering services, letting, and construction of a building expansion of approximately 6,500 square feet. This new space will include but not limited to a new large meeting area, a new children's area, new restrooms, and a number of small quiet study rooms. The expansion will include increasing the size of the existing 100 person meeting room to an occupancy of 200 people, with a partition wall to divide the space into two meeting rooms. Proposed improvements will also include but not limited to library stack systems, electronic digital work stations, and permanent interior furnishings.

The proposed improvements will allow the new and existing space within the library to function in a way that enables people to connect rather than only for book storage and shelving. The new spaces will allow for expanded community events and additional locations for study groups to perform group activities.

FINANCIAL SUMMARY:

The proposed project described herein will be designed and let in 2021 and 2022 with construction completed in 2021 through 2023. The above project will be bonded against the Town of Amherst General Fund at a total project cost of $4,243,559.00, financed with serial bonds. In addition, a two grants in the amount of $337,519.00 and $614,040.00 has been awarded to the Amherst Public Library System towards the construction of the referenced project. The above project can be characterized as a facility expansion to the existing Town owned facility.

Attachment: 2021 Library Expansion (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

PROJECT COST SUMMARY

	Total Project	Grants	2020 Bond	2021 Bond
Engineering	$440,000	$0	$269,519	$165,481
Construction	$3,786,059	$951,559	$517,481	$2,322,019
Legal/Admin	$17,500	$0	$5,000	$12,500
TOTAL	$4,243,559	$951,559	$792,000	$2,500,000

Taxation Summary:

- Total Bond Request: $2,500,000.00
- Bond Term: 25 years
- Annual Tax Impacts:
  - General Fund: $0.015per year, per $1,000 AV
- Typical Property Taxation Impacts:
  - General Fund: $3.006 per year, per $200,000 property

Attachment: 2021 Library Expansion (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AIC
Planning Director

Ellen M. Kost, AICP
Assistant Planning Direct

SEQR
Negative Declaration

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Planning Board	**Project:**	SP-1986-30_C
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date:**	March 18, 2021

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: Site Plan Review

SEQR Status: Unlisted Action

Description of Action: Future construction of a one story, 6,570± square foot addition to the east side of the existing Audubon Library located in the southwest portion of the Town Municipal Complex at the subject location. The addition is proposed to house a 5,000 square foot expansion to the children's library and a 1,570 square foot expansion for a meeting room. Work will include the site improvements not specifically stated above, including, stormwater, utilities, grading, lighting, paving, and landscaping.

Location: 330-500 John James Audubon Parkway (NCD), Amherst, Erie County

Petitioner: Town of Amherst Engineering Department

MAR2521 PM 3:07 ROW

Attachment: 2021 Library Expansion (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

REASONS SUPPORTING THIS DETERMINATION

Based on information submitted by the applicant including a Full Environmental Assessment Form (EAF) - Part I, (as amended) and a complete site plan application, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that this action 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 Engineering Department on March 12, 2021 reviewed the Grading, Drainage and Utility Plans submitted on January 25, 2021, Engineer's Report submitted on January 25, 2021 and Geotechnical Report prepared by WMA Engineering, DPC.

   The Stormwater Management Officer on March 1, 2021 reviewed the site plan application and determined that due to the size of the soil disturbance area for this project (<1 acre) and the lack of any impact to a designated environmentally sensitive area, a SWPPP for this action is not required at this time.

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. The Planning Department reviewed a Landscape Plan submitted on January 25, 2021and determined that it meets or exceeds Zoning Ordinance requirements for greenspace. The Landscape Plan has or will have met all Zoning Ordinance and Town requirements for landscaping.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The Building Department has reviewed the application documents, along with the Geotechnical Report submitted on January 25, 2021 and determined in their review of January 29, 2021 that the subject project has or will have met all Zoning Ordinance regulations.

4. The project is within an area identified by the State as having potential archaeological or historical significance. However, the site has been previously disturbed, therefore, the project will not impair the character or quality of important historical resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The project is located in the New Community District (NCD) zoning district and subject the Local Center use regulations of §203-5-2-5 (3) of Town Code; neighboring uses are office buildings and the Town of

Attachment: 2021 Library Expansion (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

6. Amherst justice facility, police headquarters and senior center and zoned New Community District (NCD) and subject to the Local Center and General Commercial use regulations of §203-5-2-5 (3) and §203-5-2-5 (4) of Town Code; therefore, the project is consistent with surrounding land use.

7. The proposed subject development will include the future construction of a one story, 6,570 square foot addition to the east side of the existing Audubon Library located in the southwest portion of the Municipal Complex which will not cause a major change in the use of either the quantity or type of energy.

8. The project will not create any hazard to human health. The Fire Chief's Council on January 29, 2021 has reviewed the project and has no objection to the approval of the site plan, as all requirements of this agency has or will have been met.

9. The project 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. Future construction of a one story, 6,570 square foot addition to the east side of the existing Audubon Library located in the southwest portion of the Municipal Complex will be consistent with the scale of surrounding land uses.

10. The function of the proposed one story, 6,570 square foot addition to the east side of the existing Audubon Library located in the southwest portion of the Municipal Complex will not significantly increase the number of people using the site over its previous level of use.

11. Review by the Town Traffic/Safety Board dated January 29, 2021 indicates that significant negative traffic impacts are not expected to result from the proposed project.

12. A coordinated review of the project has been undertaken by Town Departments including, in addition to those mentioned above, Highway on February 18, 2021, Assessor on January 29, 2021, Plumbing Division on January 29, 2021 and Right-of-Way Agent on February 26, 2021. These reviews did not identify any potential significant adverse environmental issues and indicated that the proposal will not have a significant damaging impact on the environment.

13. 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 cause significant negative environmental impacts.

MAR 25 '21 PM 2:38 RCVD

Attachment: 2021 Library Expansion (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

Planning Board Approval
Moved by: Gelber; Second by: Penberthy Ayes; 7 Noes; 0

signature & title of preparer — Date

Robert J. Gilmour, Planning Board Chair — Date 3-25-21

SM/ac
X:\Current_Planning\Files\Site Plans\1986\SP-1986-30_C_(350-500_John_James_Audubon_Pkwy_NCD)_2021\SP-1986-30_C_SEQR Neg Declaration_031821.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
Marc Bellacose, Junior Municipal Engineer
Robert Walter, 2765 Dodge Rd., East Amherst, NY 14051
John DiDonato, DiDonato Associates, 689 Main St, Buffalo, NY 14203

MAR25'21 PM 12:38 RCVD

Attachment: 2021 Library Expansion (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

AUDUBON LIBRARY – 350 JOHN JAMES AUDUBON PARKWAY

Attachment: 2021 Library Expansion (RES-2021-380 : Expansion of Main Library at Audubon (Bond Resolution - $2,500,000))

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 23170 **RESOLUTION 2021-381** **ADOPTED**

New Firefighters For Getzville Fire Company

The two new firefighters for Getzville Fire Company live in the Town of Amherst and reside within the Getzville Fire District.

Scott Wallace
493 JJ Audubon Pkwy., Apt. 307
Amherst, NY 14228

Alexander Franco
84 Timberlane Drive
Williamsville, NY 14221

5/03/2021
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Scott Wallace

Applicant Home Address: 493 J.J. Audubon Pkwy Apt. 307
Amherst, NY 14228

Under penalty of perjury I, Scott Wallace affirm I am an

applicant to be a member of the, Getzville (fire dept.)

and my address of residence is listed above.

- [X] My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.
- [ ] My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

Signature of Applicant: Scott Wallace

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature:

Title: Corporate Secretary

Date: 3/24/21

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Scott Wallace residency form (RES-2021-381 : New Firefighter for the Getzville Fire Company)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Alexander Franco

Applicant Home Address: 84 Timberlane Dr

Under penalty of perjury I, Alexander Franco affirm I am an applicant to be a member of the, Getzville (fire dept.) and my address of residence is listed above.

☑ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

_____

Signature of Applicant: Alexander Franco

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: _____

Title: Corporate Secretary

Date: 3/24/21

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: Franco Residency Form (RES-2021-381 : New Firefighter for the Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 23207 **RESOLUTION 2021-382** **ADOPTED**

Standard Work Day and Reporting Resolution

BE IT RESOLVED, that the Town of Amherst, location code 30045, hereby establishes the following standard work days for this title and will report this official to the New York State and Local Retirement System based on the time keeping system records or their record of activities submitted by these officials to the Town Clerk:

See attached.

5/03/2021
Consent

FINANCIAL IMPACT:

N/A

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

Attachment: DOC042721-042720210945 43 (RES-2021-382 : Standard Work Day and Reporting Resolution)

Office of the New York State Comptroller
NYSLRS
New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001

Please type or print clearly in blue or black ink

Employer Location Code
3 0 0 4 5

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A
(Rev.11/19)

BE IT RESOLVED, that the Town of Amherst / 30045 hereby established the following standard work days for these titles and will
(Name of Employer) (Location Code)
report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
			See Attached				☐		☐
							☐		☐
		See Attached					☐		☐
Appointed Officials:									
			See Attached				☐		☐
							☐		☐
		See Attached					☐		☐

I, Francina J. Spoth, secretary/clerk of the governing board of the Town of Amherst, of the State of New York,
(Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Amherst on this _____ day of _____, 20____,
(Name of Employer)

_____.
(Signature of Secretary or Clerk)

Affidavit of Posting: I, Francina J. Spoth being duly sworn, deposes and says that the posting of the Resolution began on
(Name of Secretary or Clerk)
_____ and continued for at least 30 days. That the Resolution was available to the public on the:
(Date)

☐ Employer's website at: _____

☐ Official sign board at: _____

☐ Main entrance Secretary or Clerk's office at:

(seal)

(for additional rows, attach a RS 2417-B form.)

Attachment: DOC042721-042720210945 43 (RES-2021-382 : Standard Work Day and Reporting Resolution)

Office of the New York State Comptroller
NYSLRS
New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001

Please type or print clearly in blue or black ink

Employer Location Code

3	0	0	4	5

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

RS 2417-B

(Rev.04/20)

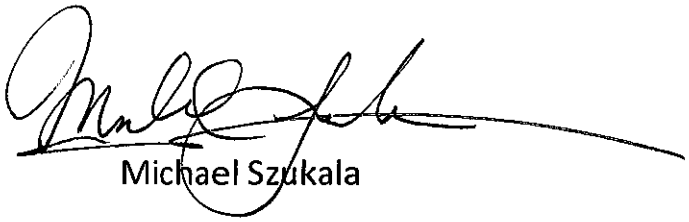
Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Michael Szukala			Councilmember	01/01/20 -12/31/23	6	5.19	☐	Bi-weekly	☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
Appointed Officials:									
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐

Elected Officials Record of Activities April 26, 2021

Submitted: April 26, 2021

By signing below, I attest to the accuracy of the information provided in the attached document (s).

Respectfully,



Michael Szukala

Town of Amherst Councilman

APR26'21 AM11:54 RCVD

Attachment: DOC042721-04272021094543 (RES-2021-382 : Standard Work Day and Reporting Resolution)

Michael Szukala	Amherst Town Board	Amherst, NY	NYS Pension Time Record	
Date	Activity	Start Time	Ending Time	Hours
1/3/2021	Reading for Town Board Meeting	7:00	10:00	3
1/4/2021	Town Board Meeting	7:00	8:00	1
1/14/2021	Discussion on committee appointments	6:30	7:30	1
1/17/2021	Reading for Town Board Meeting	7:00	10:30	3.5
1/19/2021	Pre-Meeting Amherst Town Board	4:00	5:30	1.5
1/19/2021	Town Board Meeting	7:00	8:00	1
1/31/2021	Reading for Town Board Meeting	8:00	11:00	3
2/1/2021	Pre-Meeting Amherst Town Board	4:00	5:30	1.5
2/1/2021	Town Board Meeting	7:00	8:00	1
2/4/2021	Constituent call about town committee appointment	4:00	4:30	0.5
2/4/2021	Constituent call about town committee appointment	7:30	8:30	1
2/4/2021	Email reading / answering	8:30	9:30	1
2/10/2021	Email reading / answering	9:00	10:00	1
2/11/2021	Paperwork at Town Hall	12:00	1:00	1
2/11/2021	Constituent call about town committee appointment	8:00	9:00	1
2/15/2021	Association of Towns training	8:30	3:00	6.5
2/16/2021	Association of Towns training	8:30	3:00	6.5
2/16/2021	NAACP Diversity Meeting	5:00	6:30	1.5
2/16/2021	Email reading / answering	9:00	10:00	1
2/17/2021	Composting Contract meeting	1:00	3:00	2
2/17/2021	Police Reform Meeting	4:00	5:30	1.5
2/17/2021	Recycling and Solid Waste meeting	7:00	8:30	1.5
2/18/2021	Fire Chief's Meeting	7:00	8:00	1
2/18/2021	Review Fire LOSAP Report	5:00	6:30	1.5
2/19/2021	Phone conference on Composting Contract	4:15	4:45	0.5
2/19/2021	Email on Composting Contract	3:00	3:15	0.25
2/20/2021	Gateway Market inspection	10:30	12:00	1.5
2/20/2021	Call from town resident - various issues	8:00	8:30	0.5
2/21/2021	Reading for Town Board Meeting	7:00	9:00	2
2/22/2021	Pre-Meeting Amherst Town Board	4:00	5:30	1.5
2/22/2021	Town Board Meeting	7:00	8:30	1.5
2/23/2021	Emails, and other reading	7:00	8:00	1
2/25/2021	Constituant calls, emails and reading	6:30	8:00	1.5
2/27/2021	Visited locations up for review for Amherst Traffic Safety meeting on 03/03/2021	1:00	2:00	1
2/27/2021	At Town Hall to read paperwork and sign contracts	10:00	12:00	2
2/28/2021	Asnwer constituant calls on Penaut Line Bikeway, Williamsville Soup Stroll and other issues.	7:00	9:00	2
3/3/2021	Amherst Traffic Safety Board meeting	7:00	9:00	2
3/4/2021	Amherst IDA meeting	8:30	10:00	1.5

APR25'21 PM12:05 RCVD

Attachment: DOC042721-04272021094543 (RES-2021-382 : Standard Work Day and Reporting Resolution)

3/4/2021	Email reading / answering	11:00	11:30	0.5
3/7/2021	Reading for Town Board Meeting	11:00	1:30	2.5
3/8/2021	Pre-Meeting Amherst Town Board	4:00	5:30	1.5
3/8/2021	Town Board Meeting	7:00	8:30	1.5
3/8/2021	Citicens Financial Advisory Committee meeting	8:30	9:00	0.5
3/9/2021	Emails to constituants and the AIDA	9:00	10:00	1
3/13/2021	Sign paperwork, read contracts at Amherst Town Hall	10:00	12:00	2
3/15/2021	Read resumes and pick a person to be promoted (several jobs)	7:30	8:30	1
3/17/2021	Solid Waste Committee Meeting	7:00	7:45	0.75
3/18/2021	Reading on Fire retirement points, and fire pension financials	7:00	7:45	0.75
3/19/2021	Meeting on Westwood Financing	8:15	9:00	0.75
3/19/2021	Interview with Amherst Police Chief candidates	1:00	2:00	1
3/20/2021	Sign paperwork, read contracts at Amherst Town Hall	10:00	11:30	1.5
3/21/2021	Reading for Town Board Meeting	7:30	9:30	2
3/22/2021	Pre-Meeting Amherst Town Board	4:00	5:30	1.5
3/22/2021	Town Board Meeting	7:00	8:30	1.5
3/24/2021	Open Government Committee Meeting	5:30	6:00	0.5
3/24/2021	Morningside Community Zoom meeting	7:00	7:30	0.5
3/25/2021	Email reading / answering	8:00	8:30	0.5
3/26/2021	Lunch with town board member on police chief opening and other issues	12:00	1:00	1
3/28/2021	Emails, Calls and reading related to the selection of Amherst Police Chief	7:00	8:00	1
3/29/2021	Signed and read paperwork at Town Hall	6:30	7:00	0.5
3/31/2021	Signed paperwork at town hall	4:45	5:00	0.25
3/31/2021	Review recorded interview of Chief candidate McGonagle	5:45	6:45	1
3/31/2021	Review recorded interview of Chief candidate Chaimberlain	7:00	8:05	1
3/31/2021	Review recorded interview of Chief candidate Camileri	8:15	9:15	1
4/2/2021	Visited locations up for review for Amherst Traffic Safety meeting on 04/07/2021	1:00	3:15	2.25
-	Total Hours	-	-	93.5

APR26'21 PM12:05 RCVD

Attachment: DOC042721-04272021094543 (RES-2021-382 : Standard Work Day and Reporting Resolution)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 23216 **RESOLUTION 2021-383** **ADOPTED**

Budget Transfers and Amendments

For May 3, 2021 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 4/28/2021
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:***
N2054.4003 Amherst HOME Admin $3,572.10	N2052.4003 Ton HOME Admin $3,572.10
To correct Res 2021-351 on 4/19/2021; account N2052.4003 should have been N2054.4003.	
N1747.4000 Cheektowaga Closing Assistance $16,751.69	N1744.4000 Home Rehab $16,751.69
Per Department request.	
G9916.4921 Plant 16 - Repair Mechanical $7,006.41	G9916.9000 Interfund Transfers $7,006.41
To transfer funds into KP1623 WPFC Lift Station Phase I capital project for change order on contract CRS# 2579.	

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
N2023.02785 CDBG & VG - PI $200.00	N2023.4000 Contractual $200.00
To recognize Community Development program income from 299 Harding Road, Amherst.	
KP1623.05031 Interfund Transfers $7,006.41	KP1623.4972 Construction $7,006.41
To record Interfund transfers and set up budget for change order on contract CRS# 2579 from Plant 16.	

DECREASE:	***DECREASE:***
N1944.02785 Cheektowaga Home Rehab - PI $230.35	N1944.4000 Contractual $230.35
N1949.02785 Cheektowaga Home Admin - PI $76.79	N1949.4003 Admin $76.79
To decrease RES 2020-513 (6/8/2020) as request for budget amendment was submitted twice for 100 Parwood Drive, Cheektowaga. First resolution was 2020-467 (5/26/2020).	

5/03/2021
Consent

FINANCIAL IMPACT:

See descriptions.

RESULT:	**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: 05/03/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 22992 **RESOLUTION 2021-384** **ADOPTED**

Award Bid #2021001 - Aftermarket Components for Light & Heavy Duty Equipment - CRS #2437/2543/2560

WHEREAS, the Contract Compliance and Administration Department received bids on February 11, 2021 for Bid #2021001 Aftermarket Components for Light & Heavy Duty Equipment; and

WHEREAS, the Bid process resulted in responses from three (3) vendors, as per the attached bid tabulation;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid as follows: D & W Diesel (CRS #2543): Section A: Items 7a & 7b; Fleet Maintenance, Inc. (CRS #2560): Section A: Items 5a, 5b, 5c, 5d, 5e, 6c, 6d; Casullo's Automotive Service, Inc. (CRS #2437): Section A: Items: 2e, 2f, 3b, 3d, 3f, 4a, 4b, 4c, 4e, 5a, 5d, 5e, 6a, 6b, 6d, 7a, 7b, Section B: Items 4c, 4e, Section C: Items 1a, 1b, 1c, 1d, 1e, 1g, and Section D: Item 1e; and

BE IT FURTHER RESOLVED, Section A Items 5a and 5e are being awarded to both Fleet Maintenance, Inc. and Casullo's Automotive Service, Inc., and Departments must call for quotes before purchasing; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with D & W Diesel, Fleet Maintenance, Inc. and Casullo's Automotive Service, Inc.

5/03/2021
Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

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

Bid #2021001 Aftermarket Components for Light and Heavy Duty Equipment

	Low Bidder	D & W Diesel	Fleet Maintenance	Casullos Automotive
		% Discount Mfrs. List Price	**% Discount Mfrs. List Price**	**% Discount Mfrs. List Price**
A	**Pick-Up Truck Equipment**			
1	**Utility Bodies - Parts & Components**			
1a	Altec	No Bid	No Bid	No Bid
1b	Knapheide	No Bid	No Bid	No Bid
1c	Monroe	No Bid	No Bid	No Bid
1d	Reading	No Bid	No Bid	No Bid
1e	Stahl	No Bid	No Bid	No Bid
1f	Truck Craft	No Bid	No Bid	No Bid
1g	Other - Please List:	No Bid	No Bid	No Bid
1h	Labor Rate Per Hour	No Bid	No Bid	$95.00
2	**Caps – Parts and Components**			
2a	Action	No Bid	No Bid	No Bid
2b	A.R.E.	No Bid	No Bid	No Bid
2c	Jeraco	No Bid	No Bid	No Bid
2d	Leer	No Bid	No Bid	No Bid
2e	Other - Please List: SEE NOTES	No Bid	No Bid	5%
2f	Labor Rate Per Hour	No Bid	No Bid	$95.00
3	**Ladder Racks (Circle Manufacturer)**			
3a	Adrian Steel	No Bid	No Bid	No Bid
3b	Kargo Master	No Bid	No Bid	7%
3c	Loadflex	No Bid	No Bid	No Bid
3d	Weather Guard	No Bid	No Bid	7%
3e	Other - Please List:	No Bid	No Bid	No Bid
3f	Labor Rate Per Hour	No Bid	No Bid	$95.00
4	**Towing Products**			
4a	Buyers	No Bid	No Bid	12%
4b	Curt Manufacturing	No Bid	No Bid	10%
4c	Reese	No Bid	No Bid	10%
4d	Other - Please List:	No Bid	No Bid	No Bid
4e	Labor Rate Per Hour	No Bid	No Bid	$95.00
5	**Lighting and Electrical**			
5a	Grote	No Bid	30%	5%
5b	PM Lights	No Bid	30%	No Bid
5c	Truck Lite	No Bid	30%	No Bid
5d	Other - Please List: SEE NOTES	No Bid	30%	5%
5e	Labor Rate Per Hour	No Bid	$125.00	$95.00
6	**Tool Boxes**			
6a	Buyers Products	No Bid	No Bid	10%
6b	Weather Guard	No Bid	No Bid	10%
6c	Other - Please List: SEE NOTES	No Bid	25%	No Bid
6d	Labor Rate Per Hour	No Bid	$125.00	$95.00
7	**Miscellaneous Pick-Up Parts & Accessories**			
7a	Various Manufacturers- Please List: SEE NOTES	50%	No Bid	12%
7b	Labor Rate Per Hour	$110.00	No Bid	$95.00
B	**Chassis Equipment**			
1	**Van Bodies – Parts & Components**			
1a	Knapheide	No Bid	No Bid	No Bid
1b	Morgan Truck Body	No Bid	No Bid	No Bid

Attachment: Bid Tab 2021002 Aftermarket Components Light and HD Equipment (RES-2021-384 : Award Bid #2021001 - Aftermarket Components for Light & Heavy Duty Equipment - CRS

Bid #2021001 Aftermarket Components for Light and Heavy Duty Equipment

	Low Bidder	D & W Diesel	Fleet Maintenance	Casullos Automotive
		% Discount Mfrs. List Price	**% Discount Mfrs. List Price**	**% Discount Mfrs. List Price**
1c	Unicell	No Bid	No Bid	No Bid
1d	Other - Please List:	No Bid	No Bid	No Bid
1e	Labor Rate Per Hour	No Bid	No Bid	No Bid
2	**Platform Bodies - Parts & Components**			
2a	Knapheide	No Bid	No Bid	No Bid
2b	Reading Truck Body	No Bid	No Bid	No Bid
2c	Rugby	No Bid	No Bid	No Bid
2d	Other - Please List:	No Bid	No Bid	No Bid
2e	Labor Rate Per Hour	No Bid	No Bid	No Bid
3	**Dump Bodies - Parts & Components**			
3a	Knapheide	No Bid	No Bid	No Bid
3b	Reading Truck Body	No Bid	No Bid	No Bid
3c	Rugby	No Bid	No Bid	No Bid
3d	Other - Please List:	No Bid	No Bid	No Bid
3e	Labor Rate Per Hour	No Bid	No Bid	No Bid
4	**Lift Gates - Parts & Components**			
4a	Anthony Lift Gates	No Bid	No Bid	No Bid
4b	Maxon Lift	No Bid	No Bid	No Bid
4c	Tommy Gate	No Bid	No Bid	3%
4d	Other - Please List:	No Bid	No Bid	No Bid
4e	Labor Rate Per Hour	No Bid	No Bid	$95.00
5	**Truck Cranes - Parts & Components**			
5a	Altec	No Bid	No Bid	No Bid
5b	Auto Crane	No Bid	No Bid	No Bid
5c	Lift Moore	No Bid	No Bid	No Bid
5d	Stahl	No Bid	No Bid	No Bid
5e	Venturo Crane	No Bid	No Bid	No Bid
5f	Other - Please List:	No Bid	No Bid	No Bid
5g	Labor Rate Per Hour	No Bid	No Bid	No Bid
C	**Snow Plows & Plow Accessories**	No Bid	No Bid	No Bid
1	**Snow Plows - Parts & Components**			
1a	Boss	No Bid	No Bid	5%
1b	Fisher	No Bid	No Bid	10%
1c	Meyers	No Bid	No Bid	5%
1d	Western	No Bid	No Bid	11%
1e	SnowWolf	No Bid	No Bid	5%
1f	Other - Please List:	No Bid	No Bid	
1g	Labor Rate Per Hour	No Bid	No Bid	$95.00
D	**Miscellaneous**			
1	**Spray on Bedliner**			
1a	Linex	No Bid	No Bid	No Bid
1b	Rhino Liner	No Bid	No Bid	No Bid
1c	Ziebart	No Bid	No Bid	No Bid
1d	Z Liner	No Bid	No Bid	No Bid
1e	Labor Rate Per Hour	No Bid	No Bid	$95.00

NOTES:

D & W Diesel: Notes from Bid: Section A, Item #7a - PL HY25-5021 Chelsea PTO (specs. attached to bid).

Fleet Maintenance: Notes from Bid: Section A, Item #5d: Trux Lighting; Section A, Item #6c: Iconic Metal Gear

Attachment: Bid Tab 2021002 Aftermarket Components Light and HD Equipment (RES-2021-384 : Award Bid #2021001 - Aftermarket Components for Light & Heavy Duty Equipment - CRS

Bid #2021001 Aftermarket Components for Light and Heavy Duty Equipment

	Low Bidder	D & W Diesel	Fleet Maintenance	Casullos Automotive
		% Discount Mfrs. List Price	**% Discount Mfrs. List Price**	**% Discount Mfrs. List Price**
Casullos: Notes from Bid: Section A, Item 2e: Century - Sister of A.R.E.; Section A, Item 5d: Feniex; Section A, Item 7a: Westin Automotive				
Casullos: Section D Item 1: Custom Linings - Match to Linex. Regular Beds $450 each 8" Beds $475 ea.				

Line Items 5a is being awarded to Fleet Maintenance and Casullos Automotive. Department must call for quotes before purchase.

Attachment: Bid Tab 2021002 Aftermarket Components Light and HD Equipment (RES-2021-384 : Award Bid #2021001 - Aftermarket Components for Light & Heavy Duty Equipment - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23141 **RESOLUTION 2021-385** **ADOPTED**

Award RFP #202101 - Appraisal Services - CRS #2548 & 2551

WHEREAS, the Contract Compliance and Administration Department received proposals on February 12, 2021 for RFP #202101 Real Property Appraisal Services; and

WHEREAS, the RFP process resulted in responses from two (2) vendors;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to GAR Associates, LLC and Emminger, Newton, Pigeon & Magyar, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with GAR Associates, LLC and Emminger, Newton, Pigeon & Magyar, Inc.

5/03/2021
Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

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

REQUEST FOR PROPOSAL
#202101
Real Property Appraisal Services

Vendor proposals will be accepted until:

Friday, February 12, 2021 at 3:00 PM

- **Six (6)-sealed copies of the proposal are required. All six (6) proposals may be placed in one sealed envelope.**
- **In addition, please submit three (3) original sets of any documentation that requires your signature. EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**

Please submit to:

Town of Amherst
Contract Compliance & Administration Department
5583 Main Street
Williamsville, New York 14221

Mark on lower left-hand corner of envelope:

RFP #202101 for Appraisal Services
Due Date: 2/12/2021 By 3:00 P.M.

Submitted by:

_____
_____
_____

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Request for Proposal:

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 "P" & EXHIBIT "PBI" - Performance Bond **100%**

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

NOTICE TO BIDDERS

Town of Amherst
Contract Compliance & Administration Department

RFP #202101
Appraisal Services

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 3:00 PM local time on February 12, 2021.

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 due date, excluding Saturdays, Sundays and Holidays.

By Order of the Town Board
Town of Amherst, New York

Lynda L. Juul
Director of Finance

January 20, 2021

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

REAL PROPERTY APPRAISAL SERVICES

1) **INTENT**

The Town of Amherst (Town) is soliciting proposals (RFP) from qualified real property appraisers to provide services to the Town Assessor and Senior Deputy Town Attorney regarding Real Property values in support of Tax Law Article 7 proceedings (tax certiorari proceedings) and related matters. In addition, to Article 7 proceedings, the Town of Amherst will utilize selected appraisers to provide valuation services in support of the Town of Amherst's acquisitions and sale of Town properties when needed. Using this RFP, the Town Assessor intends to establish a pool of appraisers who will be available to provide these services as needed during the contract term. One or more individual/firms may be selected to provide services.

The awarded respondents must be New York State Certified Real Estate Appraisers with at least 10 years' experience and working knowledge of the Town of Amherst market. Copy of licenses are required with proposal response.

2) **PROPOSAL DUE DATE**

Proposals will be accepted up until Friday, February 12, 2021 at 3:00 pm in the Contract Compliance Department, Town of Amherst, 5583 Main Street, Amherst, NY 14221

3) **SCOPE OF WORK**

The Appraiser will work under the direction of the Senior Deputy Town Attorney and the Town Assessor, to prepare opinions of value, preliminary appraisals and court ready appraisals as requested. Appraisals related to the acquisition and/or sale of Town property may be under the direction of other departments, as required.

4) **AWARD CRITERIA**

A. **Experience and Qualifications of the Respondent**

Consideration will be given to respondents demonstrating strong capabilities, experience and reputation in undertakings similar to those described in the RFP.

B. **Financial Terms**

Consideration will be given to proposals that present the most cost efficient terms to the Town over the term of the contract. The Town reserves the right to waive any minor deviation in proposal responses received when such waiver is in the best interest of the Town and reserves the right to modify any requirements, terms or conditions as outlined in this request for proposal (RFP) when such modification(s) is in the best interest of the Town.

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

C. **Quality of Proposal and Proposal Completion**

Proposal responses will be evaluated on completeness, clarity/accuracy of the information requested, and proposal presentation.
Proposals will only be accepted from thoroughly competent, experienced and financially qualified entities as determined solely by the Town of Amherst.

5) **PROPOSAL CONTENT**

Proposals should include:

A. Statement of experience in similar projects; this should include brief
B. Project descriptions, as well as reference lists, resume and previous projects
C. Identification of individuals to be assigned to projects and statement of their qualifications
D. Proposal shall indicate the hourly rate and costs for both residential appraisals and commercial appraisals
E. Requisite license

EVALUATION AND CRITERIA PROCESS

The Town shall be the sole judge as to the merits of the proposal, and the resulting agreement. The Town's decision will be final.

The Town's evaluation criteria will include, but shall not be limited to, considerations outlined above. Proposals will be reviewed by staff from the Town of Amherst and evaluated based on the format and content outlined in this proposal as follows:

EVALUATION CRITERIA PERCENTAGE (WEIGHT)	POINTS
Experience and Qualifications	60
Financial Terms	30
Quality of Proposal / Proposal Completion	10
TOTAL EVALUATION	**100**

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to khalton@amherst.ny.us. Please include RFP #202101 Appraisal Services in the 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 RFP opening will not be responded to.

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

INSTRUCTIONS TO RESPONDENTS

1. **The response** should be submitted following the outline format of the RFP (i.e. answer questions and submit requirements in the same order and under the same heading as the outline) or RFP will not be considered. RFP must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.

2. **Late Proposals.** Any responses received after the date and time prescribed will not be considered for contract award.

3. **Emergency Closings.** In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received in the Contract Compliance & Administration Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. **Any change in wording or interlineation by a respondent of the inquiry** as published by Town of Amherst shall be reason to reject the proposal of such respondent, or in the event that such change in the RFP is not discovered prior to entering into a contract, to void any contract entered into pursuant to such RFP.

5. **The Town of Amherst reserves the right to reject any and all responses,** to accept either in whole or in part any one response or combination of responses, as may be provided in the RFP specifications, or to waive any informalities in responses. The Town of Amherst does not obligate itself to accept the lowest or any other proposal and has the right, within its sole and absolute discretion to reject any proposal.

6. **For the purpose of determining which respondent is the lowest qualified responsible vendor**, it shall be the obligation of all respondents to present information and documentation to the Town of Amherst to satisfy that the respondent possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per the RFP specifications.

7. **Contract(s) or Purchase Order(s) will be awarded** after due consideration of the suitability of goods and/or services proposed to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. **This EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid:

   It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Amherst and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to perform** or meet delivery schedule as per accepted response may result in legal action by the Town of Amherst to recover damages, both direct and consequential.

10. **Prices shall be quoted F.O.B. Destination**, delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Amherst.

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

11. **Collect transportation charges will not be paid by the Town of Amherst**. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.

12. **No taxes are to be billed to the Town of Amherst**. Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Town of Amherst Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Amherst is not exempt shall be listed separately as cost elements, and added into the total net price.

13. **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **Insurance** shall be procured by the successful respondent before commencing work and no later than 14 days after notice of award, and maintained without interruption for the duration of the Contract, in the types of coverages and amounts specified in the agreement addendum, unless otherwise stipulated in these RFP Specifications. If the insurance is not provided in acceptable form within this period of time, then the Director of Contract Compliance & Administration may declare the vendor non-responsive and award the contract to the next responsible vendor.

16. **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. Date of invoice must not precede date of delivery. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Town will take the discount when payment is made. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. **Changes in work.** The Town may, as the need arises, through the Director of Contract Compliance & Administration, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and the Town through the Director of Contract Compliance & Administration.

18. **Responses offering material** other than that of specified manufacturer or trade name will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a respondent to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally as well as the manufacturer or brand specified and are subject to the prior written approval of Director of Contract Compliance &

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

Administration. Proposals will be accepted in accordance with specifications on file or approved equal.

19. **If material or services** other than those specified in this RFP document are offered, the respondent must so state and furnish as part of the response the following information:

    a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Director of Contract Compliance & Administration, sufficient detail is not presented as a part of the sealed RFP to permit definitive evaluation of any substitute item, the proposal will not be considered.

    b) Descriptive literature or item offered, for evaluation.

    c) List of other installations using the item or service offered.

20. **Any additional information** which the respondent desires to add to the response shall be attached to and submitted with the formal sealed RFP on a separate sheet of paper.

21. **Workmanship** must meet with the approval of the Director of Contract Compliance & Administration, 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 are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what state of completion, may be rejected and shall be made good by the contractor at his own expense.

22. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

23. **This RFP is firm and irrevocable for a period of 45 days** from the date and time of the RFP opening. If a contract is not awarded within the 45 day period, a vendor to whom the RFP has not been awarded, may withdraw its proposal by serving written notice of his intention to do so upon the Town of Amherst, Contract Compliance & Administration Department.

24. **Prices charged to the Town of Amherst** are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. **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.

26. **Extension of price protection**. Any contract entered into pursuant to this RFP 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, Director of Contract Compliance & Administration.

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

27. **In executing this proposal**, the respondent affirms that all of the requirements of the specifications are understood and accepted by the respondent, and that the prices quoted include all required materials and services. The undersigned has checked all of the RFP figures, and understands that the Town of Amherst will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal. Mistakes or errors in the estimates, calculations or preparation of the RFP shall not be grounds for the withdrawal or correction of the RFP. In case of error in extension of prices in the proposal, the unit price will govern.

28. **The undersigned shall be fully accountable** for performance under this proposal, or any contract entered into pursuant to this proposal, and agrees that the signer, or officer/s, 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 court with jurisdiction.

29. **Termination of Agreement:**

   a. This agreement may be terminated by either party upon seven (7) days written notice, should the other 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 of Amherst 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 of Amherst.

   c. In the event of termination for any reason other than the fault of the Contractor, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. **The successful vendor** to whom the RFP is awarded shall defend, hold harmless, and indemnify the Town of Amherst, its affiliates, its agents and employees from and against all claims, damages, losses, including reasonable attorney's fees and litigation expenses, and/or causes of action arising out of or resulting from such vendor's performance pursuant to this RFP.

31. **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 or any department, agency or unit thereof.

32. **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: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

33. **A contract formed by the acceptance of this bid** shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16).

FIRM NAME GAR Associates LLC

ADDRESS 5500 Main Street, Suite 347, Williamsville

STATE New York ZIP 14221

AUTHORIZED SIGNATURE [signature]

TITLE Member

DATE 3-16-2021

(Rev. 7/2017)

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

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 GAR Associates LLC

ADDRESS OF PRINCIPAL OFFICE:

STREET 5500 Main Street, Suite 347

CITY Williamsville STATE New York

ZIP 14221 AREA CODE 716 PHONE 691-7100

Check one: CORPORATION X PARTNERSHIP ____ INDIVIDUAL ____

FEDERAL ID NUMBER: 81-0825346

E-MAIL ADDRESS: cbaire@garappraisal.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:

YES ____ NO ✓

TRADE NAMES: GAR Appraisal

ADDRESS OF LOCAL OFFICE:

STREET 5500 Main Street, Suite 347

CITY Williamsville STATE New York

ZIP 14221 AREA CODE 716 PHONE 691-7100

NAMES AND ADDRESSES OF PARTNERS:

F. Cindy Baire	233 Oakgrove Drive Williamsville, NY 14221
Rondal J. Rubino, MAI	110 Orchard Street, Williamsville, NY 14221

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

EXHIBIT "A"

Town of Amherst

Contract Compliance & Administration Department

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 Director of Contract Compliance & Administration.

Rev. 7/2017)

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

EXHIBIT "G"

Town of Amherst

Contract Compliance & Administration Department

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 16th day of March, 20 2021

TERMS 30 days DELIVERY DATE AT DESTINATION _____

FIRM NAME GAR Associates LLC

ADDRESS 5500 Main Street, Suite 347, Williamsville

New York ZIP 14221

AUTHORIZED SIGNATURE F. Cindy Baire

TYPED NAME OF AUTHORIZED SIGNATURE F. Cindy Baire

TITLE Member TELEPHONE NO. 716-691-7100

(Rev.7/2017)

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: GAR Associates LLC

Signature: F. Curly Baire

Print Name: F. Curly Baire

Title: Member

Date: 3-16-2021

Sworn To Before Me This

16th Day of March, 2021

Rebecca A. Irr

Notary Public

Revised 9/2017 MSL

REBECCA A. IRR
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires Nov. 30, 2021

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

EXHIBIT "F"

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.

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil 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

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

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:

GAR Associates LLC
Print Name of Company

By: _____
Signature

F. Cindy Baire
Printed name

Date: 3-16-2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

AGREEMENT

The undersigned hereby agrees to engage the Real Estate Appraisal Services of GAR Associates LLC in accordance with the scope of services as outlined in the proposal, in response to Town of Amherst RFP #202101 Appraisal Services.

The services outlined in the Agreement are from April 19, 2021 through April 18, 2023. This Agreement may be extended for two (2) terms of two (2) years each.

4-8-2021
Date

GAR Associates LLC
F. Cindy Baire, Member

ACKNOWLEDGEMENT

The undersigned hereby agrees to engage the Real Estate Appraisal Services of GAR Associates LLC in accordance with the scope of services as outlined above.

Date

Town of Amherst
Brian J. Kulpa, Supervisor

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

RFP #202101

Real Property Appraisal Services for:

The Town of Amherst

CORPORATE OFFICE:
5500 MAIN STREET, SUITE 347, WILLIAMSVILLE, NY 14221 TEL.716-691-7100 FAX.716-691-7770 TOLL FREE: 1.800.836.0382

ALBANY OFFICE:
632 PLANK ROAD, SUITE 203 CLIFTON PARK, NY 12065 TEL.518.579.3770 FAX.518.579.3773 TOLL FREE: 1.8

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

GAR Associates LLC
EST. 1961
Real Estate Appraisers and Consultants

Ronald J. Rubino, MAI
President, Commercial Division
Appraisal Institute MAI

February 5, 2021

Town of Amherst
Contract Compliance & Administration Department
5583 Main Street
Williamsville, NY 14221

Re: RFP # 202101 for Appraisal Services:
Real Property Appraisal Services
For the Town of Amherst, NY

Dear Sir or Madam:

Pursuant to your request we can prepare **Real Estate Appraisal Services** at the request of the Town of Amherst, with fees and timing dependent upon the scope of services needed.

The client is the Town of Amherst. The "intent" of the RFP is to provide services to the Town of Amherst and Senior Deputy Town Attorney regarding Real Property values in support of Tax Law Article 7 proceedings (tax certiorari proceedings) and related matters. In addition to Article 7 proceedings, the Town of Amherst will utilize selected appraisers to provide valuation services in support of the Town of Amherst's acquisitions and sales of Town properties when needed. Using the RFP, the Town Assessor intends to establish a pool of appraisers who will be available to provide these services as needed during the contract term. One or more individuals/firms may be selected to provide services.

SCOPE OF WORK

The Appraiser will work under the direction of the Senior Deputy Town Attorney and the Town Assessor, to prepare opinions of value, preliminary appraisals and court-ready appraisals as requested. Appraisals related to the acquisition and/or sale of Town property may be under the directions of other departments, as required.

QUALIFYING EXPERIENCE

GAR Associates has extensive experience over the past 60 years in appraising a multitude of complex properties across New York State for a wide variety of clients involving both existing and proposed projects, some of which include single-user downtown and suburban office buildings, parking garages, parking lots, shopping malls, large retail, drug stores, restaurants, factories, warehouse, condominiums, apartments, single-family residential, subdivisions, vacant land, wetlands, hotels, nursing homes, hospitals, marinas, automobile dealerships, gas stations, mixed-use and waterfront property.

GAR Associates is routinely involved in tax certiorari matters representing both defendants and petitioners. Ronald J. Rubino, MAI is frequently testifying in tax certiorari matters involving a number of different property types and has had experience representing the Town of Amherst, City of Buffalo and numerous other local and state-wide municipalities.

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

GAR Associates LLC
EST. 1961

Town of Amherst RFP #202101

February 5, 2021
Page 2

OUR FIRM'S APPROACH TO THE PROJECT:

Once GAR Associates would receive authorization to proceed, we would ask legal counsel to request an inspection and all pertinent discovery information from the petitioner. Information that we could need from the petitioner would include lease agreements and amendments, income & expenses, capital improvements, survey, site plan and floor plans. From the Town of Amherst, GAR would request a complete history of the property record cards and any other applicable information regarding the property. It is possible that the Town already has a significant amount of requested information but it is imperative that a formal request be made and that most or all of the information is received in a timely manner so that he appraisal(s) could be completed on schedule.

The appropriate approaches to value, typically including, the sales comparison and income capitalization approaches would be applied. Recent sales and listings of the subject property and comparable property types would be researched and analyzed with appropriate adjustments made for any items of variance. Within the income approach, any contract rents would be carefully analyzed along with an analysis of rental comparables in the market, vacancy, expenses and capitalization rates.

Assuming that all or most of the discovery information is made available to us, preliminary appraisals could be completed within a one-month timeframe with an additional 2 months typically necessary to update and expand to a court-ready appraisal. If the Town desires to initially obtain court-ready appraisals, a completion time of 3 months would be necessary, assuming that most or all of the discovery information were available to the appraisers.

PRICING & BILLING INFORMATION:

General ranges of current hourly rates and fees based on type of appraisal are summarized below:

A.) Residential Appraisal (1004-URAR form):	$300 - $750
B.) Commercial Appraisal (narrative):	$1,400 - $2,400
C.) Commercial "Limited Scope" Appraisal:	$900 - $1,200
D.) Appraisal Review:	$300 - $500
E.) Preliminary Tax Cert. Appraisal:	$1,800 -$5,000
F.) Update to Court-Ready Appraisal:	$5,000 - $10,000
G.) Court-Ready Appraisal (w/ no prelim.):	$6,000 - $15,000
H.) Pre-Trial Preparation:	$200/hour
I.) Court Testimony & Trial:	$250/hour

Due to the broad format of this RFP in terms of a "subject property", GAR Associates reserves the right to modify the above-references hourly rates and fees for appraisal and consulting services. Once a physical address or project is provided to us, we would send a formal proposal to the Town for approval.

CORPORATE OFFICE:
5500 MAIN STREET, SUITE 347 WILLIAMSVILLE, NY 14221 TEL.716-691-7100 FAX.716-691-7770 TOLL FREE: 1.800.836.0382

ALBANY OFFICE:
632 PLANK ROAD, SUITE 203 CLIFTON PARK, NY 12065 TEL.518.579.3770 FAX.518.579.3773 TOLL FREE: 1.800.836.0382

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

GAR Associates LLC
EST. 1961

After providing a formal proposal, the rates and fees set forth in the proposal would not be adjusted during or after the term of engagement.

Our billing practices would initially include enclosing an invoice along with the completed real estate appraisals. Invoices for hourly trial preparation, pre-trial conferences and court testimony billings would be forwarded on a monthly basis, when applicable.

PROFESSIONAL REFERENCES:

1.	City of Buffalo Department of Assessment 1138 City Hall 65 Niagara Square Buffalo, NY 14202	**Contact:** Brian Sullivan **Phone No.:** (716) 851-4105
2.	Town of Clarence, Department of Assessment One Town Place Clarence, NY 14301	**Contact:** Albert Weber **Phone No.:** (716) 741-8941
3.	NYS Office of Parks, Recreation & Perservation Agency Building 1, 17th Floor Empire State Plaza Albany, NY 12238	**Contact:** Sandra Burnell **Phone No.:** (518) 474-0456
4.	Hurwitz & Fine, PC 1300 Liberty Building Buffalo, NY 14202	**Contact:** Evan Y. Bussiere, Esq. **Phone No.:** (716) 284-8047
5.	M&T Bank, Commercial Appraisal Unit 350 Park Avenue New York, NY 10022	**Contact:** Stephen Chowaniec, MAI **Phone No.:** (716) 848-3355
6.	Bennett, DiFilippo & Kurtzhalts 681 Main Street East Aurora, NY 14052	**Contact:** Joel Kurtzhalts, Esq. **Phone No.:** (716) 851-5275

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

GAR Associates LLC
EST. 1961

Town of Amherst RFP #202101

February 5, 2021

APPRAISAL QUALIFICATIONS OF RONALD J. RUBINO, MAI

PRESENT OCCUPATION:

Mr. Rubino is an owner of GAR Associates LLC. He is President of the Commercial Division and is a full-time real estate appraiser and consultant in the Williamsville, New York office. He specializes in a wide variety of valuation and consulting assignments for most property types and clients throughout mainly New York State. Mr. Rubino is qualified as an expert witness with extensive experience in tax certiorari and other valuation proceedings.

EDUCATION:

- State University of New York at Buffalo
  - Bachelor of Science - Business Administration
  - Concentrations in Accounting and Finance
- Williamsville South High School

PROFESSIONAL EXAMS COMPLETED:

Appraisal Institute's Comprehensive Exam - February 1991, Toronto, Ontario

Appraisal Institute's General Coursework Exams

New York State's Department of Transportation General Real Estate Appraisers Examination -1989 Buffalo, NY

New York State General Certification Exam - 1991, Buffalo, New York

PROFESSIONAL DESIGNATION:

MAI Awarded by the Appraisal Institute (MAI #9349)

CERTIFICATIONS:

New York State Certified General Real Estate Appraiser (Certificate No. 46-4421)

EXPERT WITNESS

Mr. Rubino testified numerous times as an expert witness in the New York State Supreme Court, and Erie County Surrogates Court. Mr. Rubino has also prepared litigation appraisals for the United States Department of Justice and New York State Court of Claims and has also appeared before the City of Buffalo's Assessment Review Board.

APPRAISAL INSTITUTE PAST PRESIDENT:

Mr. Rubino served as president of the Appraisal Institute's Western New York – Ontario Chapter in 1995, 2000 and 2002.

APPROVED INSTRUCTOR:

Mr. Rubino is an approved seminar instructor with both the Appraisal Institute and the NYS Department of States Appraisal Division. Mr. Rubino has conducted seminars and lectures for the Appraisal Institute, Erie County Bar Association, the University at Buffalo Law School & School of Architecture and Planning, the International Association of Assessing Officers (ECAA), and the NYS Association of Certified County Directors of Real Property Tax Services (CCD).

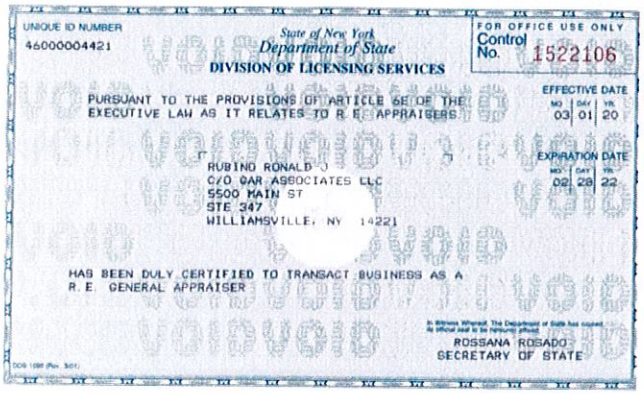
A copy of the above-referenced appraiser's license and MAI certificate are inserted on the following page.

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

GAR Associates LLC
EST. 1961

Town of Amherst RFP #202101

February 5, 2021
Page 5



UNIQUE ID NUMBER
46000004421

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 1522106

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

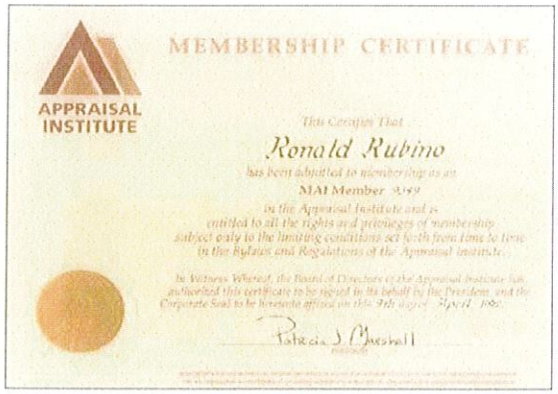
EFFECTIVE DATE
MO 03 | DAY 01 | YR 20

EXPIRATION DATE
MO 02 | DAY 28 | YR 22

RUBINO RONALD J
C/O GAR ASSOCIATES LLC
5500 MAIN ST
STE 347
WILLIAMSVILLE, NY 14221

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE



APPRAISAL INSTITUTE

MEMBERSHIP CERTIFICATE

This Certifies That

Ronald Rubino

has been admitted to membership as an

MAI Member 2059

in the Appraisal Institute and is entitled to all the rights and privileges of membership subject only to the limiting conditions set forth from time to time in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President and the Corporate Seal to be hereunto affixed on this 7th day of April 1995.

Patricia J. Marshall
President

Additional qualifications and licenses for other active GAR appraisers are attached in Exhibit A.

Please do not hesitate to contact me if you have any questions pertaining to this proposal and thank you for considering GAR Associates for your real estate appraisal and consulting needs.

Respectfully,

GAR Associates LLC

Ronald J. Rubino, MAI
President, Commercial Division
RJR:add

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

EXHIBIT A

Additional qualifications & licenses for active GAR appraisers

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

GAR ASSOCIATES LLC
APPRAISAL QUALIFICATIONS OF JEFFREY E. HENNARD

PRESENT OCCUPATION:

Mr. Hennard is a full-time associate appraiser and consultant with GAR Associates LLC at 5500 Main Street #347, Williamsville, NY. Mr. Hennard performs tasks related to specific appraisal assignments in the commercial and industrial markets of Western New York, as well as mass appraisal application for commercial properties throughout Western and Upstate New York.

EDUCATION:

State University of New York at Buffalo
Bachelor of Science - Business Administration
Major Course of Study in Management
Minors in Finance and Human Resources

CERTIFICATION:

New York State Certified General Real Estate Appraiser - Certificate No. 46-47191

SUPERVISORY APPRAISER:

Mr. Hennard is approved as a qualified supervisory appraiser by the New York State Department of State.

PAST EXPERIENCE:

Worked with town offices regarding zoning ordinances, researched public records, and negotiated land leases throughout New York State, New Jersey, and parts of Pennsylvania for a national telecommunications company.

PROFESSIONAL TERRITORY COVERED:

Mr. Hennard has appraised property throughout the Western and Upstate New York regions, including the Counties of Erie, Niagara, Cattaraugus, Chautauqua, Allegany, Genesee, Wyoming, Monroe, Orleans, Oneida, Ontario, Oswego, Onondaga, Livingston, Rensselaer, Steuben, Albany, Columbia and Westchester. Consulting work, research and analysis has been performed in the areas of Onondaga, Rensselaer, Saratoga and Ulster Counties.

PROPERTY TYPES APPRAISED:

Appraisal work includes a range of vacant land, improved commercial, office, retail, industrial, mixed-use, single and multiple-family residential, and subdivision property types. Also performs various duties including data collection, sales verification, analysis, valuation modeling, and supervisory tasks related to commercial mass appraisal projects.

CLIENTS:

Clients include a variety of lending institutions, mortgage brokers, municipalities, school districts, not-for-profit organizations, attorneys and private users.

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

GAR ASSOCIATES LLC
APPRAISAL QUALIFICATIONS OF JEFFREY E. HENNARD
Page 2

APPRAISAL COURSES/SEMINARS ATTENDED AND SUCCESSFULLY COMPLETED:

Mr. Hennard has attended numerous courses and seminars, most of which were provided through the Appraisal Institute, pertaining to many aspects of real estate and business valuation, and consulting between 2004 and the present. The courses included the required curriculum of both the Appraisal Institute and New York State required for the New York State General Appraiser Certification.

Continuing education courses have included standards of professional appraisal practice and business practice & ethics on a routine basis. Some of the seminar topics included business practice, timber valuation, valuation of wireless communication towers, discounted cash flow analysis, forecasting revenues and operating expenses related to income property valuation, green building architecture and standards, and numerous others.

PREPARED AND PARTICIPATED IN APPRAISALS FOR:

Attorneys and Private Individuals
Insurance Companies
ABN-AMRO Apartment Lending
Town of Amherst
Aurora Venture Properties, LLC
The Bank of Castile
The City of Batavia
Bayview Financial Trading
Beacon Education Management
Bryant and Stratton
Buffalo Urban Renewal
Canisius College
Charter One Bank, F.S.B.
Chase Manhattan Bank, N.A.
Chautauqua County
Child and Family Services, Buffalo
Citibank (New York State)
Town of Cheektowaga
Town of Cicero
Town of Clarence
Town of Clarkson
City of Corning
First International Bank
First Niagara Bank
Fleet National Bank
Fleet Small Business Services
Greater Buffalo Savings Bank
Gurney, Becker and Bourne
HSBC Bank
Integra Realty Resources
City of Jamestown
Jamestown Savings Bank
JPMorgan Chase Bank
Key Bank
City of Lackawanna
Town of Lancaster
Town of Lockport
Legg Mason Real Estate
M&T Bank
Town of Mamaroneck
Nabisco
National City Bank of Pennsylvania
Town of Scriba
Snyder Funding, Inc.
Sun Life Assurance Company of Canada
Sweet Home Central School
Toyota Motor Credit Corporation
City of Troy
Valley National Bank
Village of Fredonia
Washington Mutual Bank
Western Regional Off-Track Betting
Wyoming County Bank

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

UNIQUE ID NUMBER
46000047191

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 114311

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO. 03 | DAY 13 | YR. 19

EXPIRATION DATE
MO. 03 | DAY 12 | YR. 21

HENNARD JEFFREY E
C/O GAR ASSOCIATES
2399 SWEET HOME ROAD
AMHERST, NY 14228-2326

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

GAR ASSOCIATES LLC
APPRAISAL QUALIFICATIONS OF GERALD T. SCHMITT

PRESENT OCCUPATION:

Mr. Schmitt is a full-time senior real estate appraiser and consultant with GAR Associates LLC at 5500 Main Street, #347, Williamsville, NY. Mr. Schmitt has been appraising and selling real estate since 1986. Mr. Schmitt worked as a real estate salesperson first in the residential field and then in the commercial and industrial market of Western New York.

EDUCATION:

Bachelor of Arts - Economics
State University of New York College at Buffalo - Graduated 1984
Course Highlights: Financial/Managerial Accounting
Statistical Application
Computer & Statistical Analysis

Orchard Park Senior High School - Graduated 1976

PROFESSIONAL EXAMS COMPLETED:

New York State's Department of Transportation General Real Estate Appraisers Examination - 1994, Buffalo, New York.

New York State General Certification Exam, Buffalo, New York

CERTIFICATIONS:

New York State Certified General Real Estate Appraiser - Certificate No. 46000004719

QUALIFIED AS EXPERT WITNESS BEFORE:

New York State Supreme Court
Federal Bankruptcy Court

APPRAISAL COURSES ATTENDED AND SUCCESSFULLY COMPLETED:

- The Appraisal Institute – Courses 400 and 420, "USPAP Update Course & Business Practice and Ethics" - completed and passed June, 2003, Amherst, NY
- HUD Map Appraisal Training, Department of Housing and Urban Development, 2000
- The Appraisal Institute - Report Writing and Valuation Analysis - Course 2-2, - completed and passed July, 1992, Tuscaloosa, Alabama
- The Appraisal Institute - Course SRPA, "Standards of Professional Practice, Part A" - completed and passed September, 1991, Blasdell, NY; completed and passed February, 1996, Amherst, New York

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

GAR ASSOCIATES LLC
APPRAISAL QUALIFICATIONS OF GERALD T. SCHMITT
Page 2

- The Appraisal Institute - Course SRPA, "Standards of Professional Practice, Part B" - completed and passed September, 1991, Blasdell, NY; completed and passed February, 1996, Amherst, New York
- The Appraisal Institute Course 2-1, Case Studies in Real Estate Valuation, - completed and passed August, 1991, Tallahassee, Florida
- SREA Course 201 - Principles of Income Property Appraising, - completed and passed November, 1990, Buffalo, New York
- SREA Course 102 - Applied Residential Property Valuation, - completed and passed April, 1990, Buffalo, New York
- New York State Real Estate Salesperson Course, - completed and passed examination - 1986
- The Appraisal Institute - Appraisal Principles - Course I 110, - completed and passed April, 1993, Buffalo, New York
- The Appraisal Institute - Appraisal Procedure (R-2) - Course I 120, - completed and passed June, 1993, Buffalo, New York

SEMINARS ATTENDED:

Discounted Cash Flow Analysis
Location: Amherst, New York

Individual Condo Unit & Small Residential Income Property Appraisal Report
Location: Rochester, New York

Real Estate Conference 2000
Location: Amherst, New York

A Walking Tour of Downtown Buffalo
Location: Buffalo, New York

Effects of the New Property Condition Disclosure on the Real Estate Transaction
Location: Amherst, New York

Marshall and Swift Cost Manual Seminar
Location: Amherst, New York

Tracking the Net Effective Rent
Location: Ontario, Canada

State of the Appraisal Profession & NYS Dept. of Transportation Acquisition Process
Location: Williamsville, New York

Real Estate Trends and Valuation Issues
Location: Ellicottville, New York

Tax Certiorari Process & Appraisal Litigation
Location: Buffalo, New York

Economic Prognosis of Cattaraugus County and Region
Location: Ellicottville, New York

PROFESSIONAL TERRITORY COVERED:

Mr. Schmitt has appraised property throughout the New York region, including the Counties of Erie, Niagara, Cattaraugus, Chautauqua, Albany, Allegany, Broome, Chemung, Genesee, Livingston, Monroe, Oneida, Onondaga, Ontario, Orleans, Oswego, Steuben, Tompkins, Wayne, and Wyoming. Mr. Schmitt has also appraised properties in portions of Pennsylvania.

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

GAR ASSOCIATES LLC
APPRAISAL QUALIFICATIONS OF GERALD T. SCHMITT
Page 3

PROPERTY TYPES APPRAISED:

Included are a wide range of vacant land and improved commercial, retail, industrial and residential property types. Mr. Schmitt has experienced in eminent domain proceedings and has field experience in appraising direct and indirect damages along with an awareness of comparable and non-comparable damages.

CLIENTS:

Clients include a variety of lending institutions, mortgage brokers, municipalities, government agencies, the New York State Department of Transportation (Buffalo & Rochester regions), attorneys and private users.

PREPARED AND PARTICIPATED IN APPRAISALS FOR:

Attorneys and Private Individuals
Diocese of Buffalo
Key Bank of Western New York, N.A.
HSBC Bank, N.A.
New York State Department of Transportation
Town of Cheektowaga
Lockport Savings Bank
Met Life Capital
Citicorp Real Estate
OnBank and Trust Company
Peoples Bank
Buffalo Enterprise Development Corporation
Chase Manhattan Bank, N.A.
Insurance Companies
Liberty Business Credit Corp.
Fleet Bank
Town of Amherst
City of Buffalo
City of Rochester
Banc One Mortgage Capital Markets
Texas Commerce Bank
First National Bank
G.M.A.C. Mortgage

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

UNIQUE ID NUMBER
46000004719

State of New York
Department of State
DIVISION OF LICENSING SERVICES

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Control No. 1519676

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE
MO. 10 | DAY 04 | YR. 19

EXPIRATION DATE
MO. 10 | DAY 03 | YR. 21

SCHMITT GERALD T
C/O GAR ASSOCIATES LLC
5500 MAIN ST
STE 347
WILLIAMSVILLE, NY 14221

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

QUALIFICATIONS OF:
BRUCE C. ROE, MAI

Mr. Roe is a well known appraiser and counselor and has over 40 years of experience. He is known for his competency in handling difficult and unusual assignments. His specialty fields include net lease investment properties, golf courses, hotels/resorts, recreational properties, health care properties - including hospitals, skilled nursing and ALF's, marinas, self storage and special purpose.

He holds the MAI designation from the Appraisal Institute and held the CRE designation from the American Society of Real Estate Counselors and the SRPA designation from the Society of Real Estate Appraisers for many years. Over the years he has held various offices and positions within these organizations.

He maintains a firm tradition of serving the community and participates on committees and boards for a variety of local and charitable organizations.

Mr. Roe was educated at Syracuse University and graduated in 1967 with a Bachelor of Arts; Economics major.

He is New York State Certified Real Estate General Appraiser #46000046994.

Experience

2012-Present	*President* Bruce C. Roe, Real Estate Consultant Penn Yan, NY Senior Appraiser and Contractor - GAR Associates LLC
2002-2011	*Executive Vice President* Roe Minor Realty Consultants Inc. Fort Lauderdale, FL
1995-2001	*President* Roe Research, Inc. Fort Lauderdale, FL
1988-1995	*President* Roe, Westberry & Associates Fort Lauderdale, FL
1971-1988	*Vice President* Slack, Slack & Roe, Inc. Miami, FL
1967-1971	Intelligence Officer U.S. Navy

Qualified as expert witness in:
Broward, Dade, Monroe,
Palm Beach and Okeechobee Counties, Florida
Federal Bankruptcy Court in Florida, New York, New Jersey,
California and South Carolina

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF:
BRUCE C ROE, MAI

Professional Memberships & Affiliations

Member of Appraisal Institute (MAI) No. 5565
South Florida Chapter: President –1990; Vice President-1989; 2nd VP-1988; Treasurer-1987; Secretary-1986; Board of Directors 1985-1991

Past Member, American Society of Real Estate Counselors (CRE)
No. 1045, 1989-2001; Chairman, South Florida Chapter 1989

Society of Real Estate Appraisers (SRPA)
National Vice Governor, District #29-1985
National Chairman-Young Advisory Council-1984
Miami Chapter #71: Past President-1981-1982; Vice President-1980-1981; Secretary-1979-1980; Treasurer-1978-1979; Board of Directors (1977-1985)

Approved Instructor
Florida DRE-FREAB #154232 & FREC #15422
Appraisal Institute-Continuing Education Credit

City of Fort Lauderdale Unsafe Structures and Housing Appeals Board-1976-1988

State-Certified General REA No. 46000046994 (NY)

Florida Association of Realtors-Board of Directors 1989

Community Involvement

City of Ft. Lauderdale – Youth Athletics

Fort Lauderdale Country Club – President

Penn Yan Lions Club – President - 2013

Am. Legion Boys' State - Yates County Chairman 2011-2012

Current Address

2401 COUNTRY ESTATES RD
PENN YAN, NEW YORK 14527

315-536-7979 Home

315-759-9137 Cell

Broe@garappraisal.com

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

APPRAISAL INSTITUTE

MEMBERSHIP CERTIFICATE

This Certifies That

Bruce C. Roe

was admitted to membership in the American Institute of Real Estate Appraisers as an ***MAI Member*** (5565) *on the 15th day of November, 1976 and by virtue of the unification of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers has become an*

MAI Member

in the Appraisal Institute and is entitled to all the rights and privileges of membership subject only to the limiting conditions set forth from time to time in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President.

PRESIDENT

THIS CERTIFICATE IS THE PROPERTY OF THE APPRAISAL INSTITUTE AND MUST BE RETURNED TO IT BY SECRETARY UPON TERMINATION OF MEMBERSHIP

UNIQUE ID NUMBER
46000046994

State of New York
Department of State
DIVISION OF LICENSING SERVICES

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Control No. E526458

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS,

EFFECTIVE DATE
MO. 08 DAY 28 YR. 20

EXPIRATION DATE
MO. 08 DAY 27 YR. 22

ROE BRUCE C
C/O BRUCE C ROE REAL ESTATE CO
2401 COUNTRY ESTATES RD
PENN YAN, NY 14527

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R. E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

S-1098 (Rev. 3/01)

GARASSO-01 CSWADER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2020

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 License # BR-1009544 Lawley Agency, LLC 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME: PHONE (A/C, No, Ext): (716) 849-8618 FAX (A/C, No): (716) 849-8291 E-MAIL ADDRESS:
INSURED GAR Associates, LLC 5500 Main St Williamsville, NY 14221	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Tri-State Insurance Company of Minnesota — 31003 INSURER B : Acadia Insurance Co — 31325 INSURER C : Hartford Fire Insurance Co — 19682 INSURER D : Evanston Insurance Company — 35378 INSURER E : Beazley Insurance Company, Inc — 37540 INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		ADV5330804	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			ADV5330804	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			CUA5330942	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01WECAB9W9P	10/1/2020	10/1/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D	Professional Liabili			MKLV1PEO001028	1/1/2021	1/1/2022	Each Claim	2,000,000
E	Cyber Liability Plus			V21273210401	1/1/2021	1/1/2022	Each Claim	2,000,000

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 under the general liability if required by contract or agreement to the extent provided by the General Liability Ultra Plus Endorsement # CG 04 93.

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: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only)	1b. Business Telephone Number of Insured
GAR Associates, LLC 5500 Main St Suite 347 Williamsville, NY 14221	(716) 691-7100
Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Indentification Number of Insured or Social Security Number** 81-0825346
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	**3a.Name of Insurance Carrier**
Town of Amherst 5583 Main St Williamsville, NY 14221	Hartford Fire Insurance Co **3b. Policy Number of entity listed in box "1a":** 01WECAB9W9P **3c. Policy effective period:** 10/1/2020 - 10/1/2021 **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' compensatio under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that th named insured has the coverage as depicted on this form.

Approved By: **William Lawley Jr.**
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: _____ 3/31/21
(Signature) (Date)

Title: **Managing Partner**

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

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)

GAR Associates,LLC
5500 Main St. Suite 347
Williamsville, NY 14221

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

(716) 691-7000

1c. Federal Employer Identification Number of Insured or Social Security Number

81-0825346

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

Standard Security Life Insurance Co of NY

3b. Policy Number of Entity Listed in Box "1a"

R62302-000

3c. Policy effective period

1/1/2021 to 1/1/2022

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 03/31/2021 By _____

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (716) 849-8618 Name and Title William Lawley, Jr., Principal

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed 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: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Gar CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

REQUEST FOR PROPOSAL
#202101
Real Property Appraisal Services

Vendor proposals will be accepted until:

Friday, February 12, 2021 at 3:00 PM

- **Six (6)-sealed copies of the proposal are required. All six (6) proposals may be placed in one sealed envelope.**
- **In addition, please submit three (3) original sets of any documentation that requires your signature. EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.**

Please submit to:

Town of Amherst
Contract Compliance & Administration Department
5583 Main Street
Williamsville, New York 14221

Mark on lower left-hand corner of envelope:

RFP #202101 for Appraisal Services
Due Date: 2/12/2021 By 3:00 P.M.

Submitted by:

_____
_____
_____

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Request for Proposal:

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 "P" & EXHIBIT "PBI" - Performance Bond **100%**

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

NOTICE TO BIDDERS

Town of Amherst
Contract Compliance & Administration Department

RFP #202101
Appraisal Services

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 3:00 PM local time on February 12, 2021.

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 due date, excluding Saturdays, Sundays and Holidays.

By Order of the Town Board
Town of Amherst, New York

Lynda L. Juul
Director of Finance

January 20, 2021

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

REAL PROPERTY APPRAISAL SERVICES

1) **INTENT**

The Town of Amherst (Town) is soliciting proposals (RFP) from qualified real property appraisers to provide services to the Town Assessor and Senior Deputy Town Attorney regarding Real Property values in support of Tax Law Article 7 proceedings (tax certiorari proceedings) and related matters. In addition, to Article 7 proceedings, the Town of Amherst will utilize selected appraisers to provide valuation services in support of the Town of Amherst's acquisitions and sale of Town properties when needed. Using this RFP, the Town Assessor intends to establish a pool of appraisers who will be available to provide these services as needed during the contract term. One or more individual/firms may be selected to provide services.

The awarded respondents must be New York State Certified Real Estate Appraisers with at least 10 years' experience and working knowledge of the Town of Amherst market. Copy of licenses are required with proposal response.

2) **PROPOSAL DUE DATE**

Proposals will be accepted up until Friday, February 12, 2021 at 3:00 pm in the Contract Compliance Department, Town of Amherst, 5583 Main Street, Amherst, NY 14221

3) **SCOPE OF WORK**

The Appraiser will work under the direction of the Senior Deputy Town Attorney and the Town Assessor, to prepare opinions of value, preliminary appraisals and court ready appraisals as requested. Appraisals related to the acquisition and/or sale of Town property may be under the direction of other departments, as required.

4) **AWARD CRITERIA**

A. **Experience and Qualifications of the Respondent**

Consideration will be given to respondents demonstrating strong capabilities, experience and reputation in undertakings similar to those described in the RFP.

B. **Financial Terms**

Consideration will be given to proposals that present the most cost efficient terms to the Town over the term of the contract. The Town reserves the right to waive any minor deviation in proposal responses received when such waiver is in the best interest of the Town and reserves the right to modify any requirements, terms or conditions as outlined in this request for proposal (RFP) when such modification(s) is in the best interest of the Town.

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

C. **Quality of Proposal and Proposal Completion**

Proposal responses will be evaluated on completeness, clarity/accuracy of the information requested, and proposal presentation.
Proposals will only be accepted from thoroughly competent, experienced and financially qualified entities as determined solely by the Town of Amherst.

5) **PROPOSAL CONTENT**

Proposals should include:

A. Statement of experience in similar projects; this should include brief
B. Project descriptions, as well as reference lists, resume and previous projects
C. Identification of individuals to be assigned to projects and statement of their qualifications
D. Proposal shall indicate the hourly rate and costs for both residential appraisals and commercial appraisals
E. Requisite license

EVALUATION AND CRITERIA PROCESS

The Town shall be the sole judge as to the merits of the proposal, and the resulting agreement. The Town's decision will be final.

The Town's evaluation criteria will include, but shall not be limited to, considerations outlined above. Proposals will be reviewed by staff from the Town of Amherst and evaluated based on the format and content outlined in this proposal as follows:

EVALUATION CRITERIA PERCENTAGE (WEIGHT)	POINTS
Experience and Qualifications	60
Financial Terms	30
Quality of Proposal / Proposal Completion	10
TOTAL EVALUATION	**100**

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to khalton@amherst.ny.us. Please include RFP #202101 Appraisal Services in the 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 RFP opening will not be responded to.

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

INSTRUCTIONS TO RESPONDENTS

1. **The response** should be submitted following the outline format of the RFP (i.e. answer questions and submit requirements in the same order and under the same heading as the outline) or RFP will not be considered. RFP must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.

2. **Late Proposals.** Any responses received after the date and time prescribed will not be considered for contract award.

3. **Emergency Closings.** In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received in the Contract Compliance & Administration Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. **Any change in wording or interlineation by a respondent of the inquiry** as published by Town of Amherst shall be reason to reject the proposal of such respondent, or in the event that such change in the RFP is not discovered prior to entering into a contract, to void any contract entered into pursuant to such RFP.

5. **The Town of Amherst reserves the right to reject any and all responses,** to accept either in whole or in part any one response or combination of responses, as may be provided in the RFP specifications, or to waive any informalities in responses. The Town of Amherst does not obligate itself to accept the lowest or any other proposal and has the right, within its sole and absolute discretion to reject any proposal.

6. **For the purpose of determining which respondent is the lowest qualified responsible vendor**, it shall be the obligation of all respondents to present information and documentation to the Town of Amherst to satisfy that the respondent possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per the RFP specifications.

7. **Contract(s) or Purchase Order(s) will be awarded** after due consideration of the suitability of goods and/or services proposed to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. **This EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid:

   It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Town of Amherst and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to perform** or meet delivery schedule as per accepted response may result in legal action by the Town of Amherst to recover damages, both direct and consequential.

10. **Prices shall be quoted F.O.B. Destination**, delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Amherst.

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

11. **Collect transportation charges will not be paid by the Town of Amherst**. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.

12. **No taxes are to be billed to the Town of Amherst**. Proposals shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The Town of Amherst Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Amherst is not exempt shall be listed separately as cost elements, and added into the total net price.

13. **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **Insurance** shall be procured by the successful respondent before commencing work and no later than 14 days after notice of award, and maintained without interruption for the duration of the Contract, in the types of coverages and amounts specified in the agreement addendum, unless otherwise stipulated in these RFP Specifications. If the insurance is not provided in acceptable form within this period of time, then the Director of Contract Compliance & Administration may declare the vendor non-responsive and award the contract to the next responsible vendor.

16. **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. Date of invoice must not precede date of delivery. The Town of Amherst policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Town will take the discount when payment is made. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. **Changes in work.** The Town may, as the need arises, through the Director of Contract Compliance & Administration, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and the Town through the Director of Contract Compliance & Administration.

18. **Responses offering material** other than that of specified manufacturer or trade name will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a respondent to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally as well as the manufacturer or brand specified and are subject to the prior written approval of Director of Contract Compliance &

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

Administration. Proposals will be accepted in accordance with specifications on file or approved equal.

19. **If material or services** other than those specified in this RFP document are offered, the respondent must so state and furnish as part of the response the following information:

    a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Director of Contract Compliance & Administration, sufficient detail is not presented as a part of the sealed RFP to permit definitive evaluation of any substitute item, the proposal will not be considered.

    b) Descriptive literature or item offered, for evaluation.

    c) List of other installations using the item or service offered.

20. **Any additional information** which the respondent desires to add to the response shall be attached to and submitted with the formal sealed RFP on a separate sheet of paper.

21. **Workmanship** must meet with the approval of the Director of Contract Compliance & Administration, 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 are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what state of completion, may be rejected and shall be made good by the contractor at his own expense.

22. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

23. **This RFP is firm and irrevocable for a period of 45 days** from the date and time of the RFP opening. If a contract is not awarded within the 45 day period, a vendor to whom the RFP has not been awarded, may withdraw its proposal by serving written notice of his intention to do so upon the Town of Amherst, Contract Compliance & Administration Department.

24. **Prices charged to the Town of Amherst** are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. **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.

26. **Extension of price protection**. Any contract entered into pursuant to this RFP 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, Director of Contract Compliance & Administration.

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27. **In executing this proposal**, the respondent affirms that all of the requirements of the specifications are understood and accepted by the respondent, and that the prices quoted include all required materials and services. The undersigned has checked all of the RFP figures, and understands that the Town of Amherst will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal. Mistakes or errors in the estimates, calculations or preparation of the RFP shall not be grounds for the withdrawal or correction of the RFP. In case of error in extension of prices in the proposal, the unit price will govern.

28. **The undersigned shall be fully accountable** for performance under this proposal, or any contract entered into pursuant to this proposal, and agrees that the signer, or officer/s, 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 court with jurisdiction.

29. **Termination of Agreement:**

    a. This agreement may be terminated by either party upon seven (7) days written notice, should the other 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 of Amherst 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 of Amherst.

    c. In the event of termination for any reason other than the fault of the Contractor, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. **The successful vendor** to whom the RFP is awarded shall defend, hold harmless, and indemnify the Town of Amherst, its affiliates, its agents and employees from and against all claims, damages, losses, including reasonable attorney's fees and litigation expenses, and/or causes of action arising out of or resulting from such vendor's performance pursuant to this RFP.

31. **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 or any department, agency or unit thereof.

32. **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: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

33. **A contract formed by the acceptance of this bid** shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16).

FIRM NAME Emminger, Newton, Pigeon & Magyar, Inc.

ADDRESS 2440 Sheridan Drive, Suite 100

STATE Tonawanda, NY ZIP 14150

AUTHORIZED SIGNATURE

TITLE Vice President

DATE 03/11/21

(Rev. 7/2017)

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

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 Emminger, Newton, Pigeon & Magyar, Inc.

ADDRESS OF PRINCIPAL OFFICE:

STREET 2440 Sheridan Drive, Suite 100

CITY Tonawanda STATE NY

ZIP 14150 AREA CODE 716 PHONE 685-0500

Check one: CORPORATION X PARTNERSHIP_____ INDIVIDUAL_____

FEDERAL ID NUMBER: 16-1283420

E-MAIL ADDRESS: cnpm@enpmappraisers.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:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE:

STREET _____

CITY _____ STATE _____

ZIP _____ AREA CODE _____ PHONE _____

NAMES AND ADDRESSES OF PARTNERS:

_____ _____

_____ _____

_____ _____

_____ _____

Rev. 7/2017)

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

EXHIBIT "A"

Town of Amherst

Contract Compliance & Administration Department

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 Director of Contract Compliance & Administration.

Rev. 7/2017)

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

EXHIBIT "G"

Town of Amherst

Contract Compliance & Administration Department

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 11th day of March, 2021

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME Emminger, Newton, Pigeon & Magyar, Inc.

ADDRESS 2440 Sheridan Drive, Suite 100

Tonawanda, NY ZIP 14150

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE Timothy J. Magyar

TITLE Vice President TELEPHONE NO. 716-685-0500

(Rev.7/2017)

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utllize 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: Emminger, Newton, Pigeon & Magyar, Inc.

Signature:

Print Name: Timothy J. Magyar

Title: Vice President

Date: 03/11/21

Sworn To Before Me This

11th Day of March, 2021

Notary Public

STEPHANIE MESSECAR
Notary Public - State of New York
NO. 01ME6338992
Qualified in Erie County
My Commission Expires Mar 21, 2024

Revised 9/2017 MSL

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

EXHIBIT "F"

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.

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil 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

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

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:

Emminger, Newton, Pigeon & Magyar, Inc.
Print Name of Company

By: _____
Signature

Timothy J. Magyar
Printed name

Date: 03/11/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

AGREEMENT

The undersigned hereby agrees to engage the Real Estate Appraisal Services of Emminger, Newton, Pigeon & Magyar, Inc. in accordance with the scope of services as outlined in the proposal, in response to Town of Amherst RFP #202101 Appraisal Services.

The services outlined in the Agreement are from April 19, 2021 through April 18, 2023. This Agreement may be extended for two (2) terms of two (2) years each.

04/13/21
Date

Emminger, Newton, Pigeon & Magyar, Inc.
Timothy Magyar, Vice President,

ACKNOWLEDGEMENT

The undersigned hereby agrees to engage the Real Estate Appraisal Services of Emminger, Newton, Pigeon & Magyar, Inc. in accordance with the scope of services as outlined above.

Date

Town of Amherst
Brian J. Kulpa, Supervisor

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
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Date

Emminger, Newton, Pigeon & Magyar, Inc.
Timothy Magyar, Vice President,

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Date

Town of Amherst
Brian J. Kulpa, Supervisor

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

AGREEMENT

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04/13/21
Date

Emminger, Newton, Pigeon & Magyar, Inc.
Timothy Magyar, Vice President,

ACKNOWLEDGEMENT

The undersigned hereby agrees to engage the Real Estate Appraisal Services of Emminger, Newton, Pigeon & Magyar, Inc. in accordance with the scope of services as outlined above.

Date

Town of Amherst
Brian J. Kulpa, Supervisor

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

PROPOSAL FOR REAL PROPERTY APPRAISAL SERVICES

TOWN OF AMHERST
ERIE COUNTY, NEW YORK

OFFERED BY:

EMMINGER, NEWTON, PIGEON & MAGYAR, INC.
2440 SHERIDAN DRIVE, SUITE 100
TONAWANDA, NEW YORK 14150

FEBRUARY 11, 2021

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

EMMINGER NEWTON PIGEON MAGYAR, INC.
Experienced appraisers you can trust.
2440 Sheridan Drive, Suite 100
Tonawanda, New York 14150
Phone: 716.685.0500
Fax: 716.558.2825

Email: enpm@enpmappraisers.com
Website: enpmappraisers.com

February 11, 2021

Town of Amherst
Contract Compliance & Administration Department
5583 Main Street
Williamsville, NY 14221

Re: Town of Amherst Real Property Appraisal Services
RFP #202101

To whom it may concern:

On behalf of Emminger, Newton, Pigeon & Magyar, Inc. (ENPM) we are pleased for the opportunity to submit this proposal to the Town of Amherst for professional services for the above referenced project.

In the course of over 35-years of successful fee appraisal experience, ENPM and/or its principals, have developed relationships with the most respected professionals in the appraisal and mass appraisal field throughout the state. These relationships will allow ENPM to recruit consultants who are best qualified to provide the specific resources required to assure quality and dependable real estate values/appraisals for the Town. Our consultants and staff include licensed and certified residential and general real estate appraisers.

As the enclosed documentation will attest, we intend to supply the necessary professional resources and staffing to deliver for the Town that will meet and exceed your expectations.

The ENPM Team will be able to continue to provide the Town unparalleled knowledge and experience on all assessment and valuation matters, far superior to other appraisal companies. We believe, that after reviewing our proposal, you will conclude that our proposed Team is the right Team for the Town of Amherst. We believe that we are the right Team for the Town for some of the following reasons:

- **ENPM Team has extensive knowledge of the town** based on our 35+ years of appraising real property throughout the Town of Amherst and all of Western New York.

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

- Over the course of the past 38-years, the principals of ENPM and/or their staff have completed over 1,000 appraisals of all types of properties in the Town of Amherst.

- **The ENPM Team is unparalleled in their knowledge of appraisals and assessments when compared to our competition.**

The ENPM Team is **COMMITTED** to **SERVICE** and **QUALITY**!

We look forward to discussing this proposal with you further at the company interviews.

Respectfully submitted,

EMMINGER, NEWTON, PIGEON & MAGYAR, INC.

Timothy J. Magyar
Vice President

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

CONTRACTOR PROJECT STAFFING

Management Staff:

Principal Managers:	John Zukowski, MAI, SRA, IAO Joseph H. Emminger Timothy J. Magyar Michael D. Pijanowski

Appraisal Staff:

	Donald Lefcowitz, MAI Michael J. Kocieniewski

Contact Person:	Joseph H. Emminger
Taxpayer Inquiries:	Joseph H. Emminger
NYS Licensed Appraisers:	See Appraisers' Qualifications

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

COST OF SERVICES

The following schedule is utilized to for residential properties:

Cost of Services:

Residential Appraisals:

1. Single Family Homes: $400/property
2. 2-4 Family Homes: $500/property

Commercial/Industrial Appraisals:

1. Preliminary Appraisals: $1,500-$4,500*
2. Court Ready Appraisals: $4,500-$15,000*

*Costs vary on each assignment and these are meant only as a general guide for costs. Costs will vary depending on the complexity of the property/assignment and the number of years involved in the litigation.

Court Testimony ranges from $100-$175/hour for NYS Certified Appraisers (Residential and General) to $200/hour for an MAI designated appraiser, including any pretrial conferences.

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

CLIENT LIST:

ENPM has represented the following municipalities over the past 5-years in tax certiorari matters; on both residential and commercial properties.

Town of Clarence	**Albert Weber, Assessor** 716-741-8941
Town of Hamburg	**Daniel Stanford, Assessor** 716-649-6111
Town of Orchard Park	**Daniel Stanford, Assessor** 716-662-6422
City of Buffalo	**Jason Shell, Commissioner** **716-851-5736**
Town of Grand Island	**Judy M. Tafelski, Assessor** 716-773-9600
Town of Cheektowaga	**Jill Murphy, SCA, Assessor** 716-686-3440
City of Olean	**Gregg Piechota, Assessor** 716-376-5631

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

APPRAISAL SERVICES PROVIDED
SELF-CONTAINED, SUMMARY & RESTRICTED APPRAISALS

Residential	Commercial	Industrial
Single Family	Apartments	Light Industrial
2-4 Family	Retail/Shopping Centers	Manufacturing
Condominiums	Office Buildings	
PUD's	Restaurants	
	Hotels/Motels	
	Subdivision Analysis	
	Mobile Home Parks	
	Special Purpose Properties	

Environmental Services Provided

Lead Base Paint Testing
Environmental Site Analysis
Phase I Testing

Environmental Services are provided through a joint venture project with
L C S, Inc.

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

SCOPE OF SERVICES

ENPM, Inc. provides professional appraisal services that conform to governmental guidelines and the provisions of Uniform Standards of Professional Appraisal Practice (USPAP). A summary of our scope of appraisal and consulting services is found below.

- Mortgage Financing
- Condemnation/Eminent Domain
- Tax Certiorari
- Leasehold Analysis
- Feasibility Analysis
- Special Acquisitions
- Special Purpose Properties
- Contaminated Properties
- Easement Acquisitions
- Sound Value for Insurance Purposes
- Going Concern Valuations
- Matrimonial

Our extensive experience in the numerous fields listed above, enable us to perform quality appraisals in both a complete and limited appraisal format, under USPAP guidelines.

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

APPRAISAL ASSIGNMENTS COMPLETED

Animal Hospitals
Apartment Complexes
Athletic Facilities (tennis courts, skating rinks and racquet clubs)
Automobile Dealerships
Churches
Community Shopping Plazas
Condemnation of Land
Condominiums
Feasibility Studies
Funeral Homes
Gas and Service Stations
Hospitals
Hotels
Industrial Buildings
Large and Small Office Buildings
Mansions
Marinas
Medical Offices
Mobile Home Parks
Nursing Homes
Office Complexes
Regional Malls
Residential (single and multi-family homes)
Restaurants
Schools
Self-Storage Facilities
Shopping Centers
Special Use Properties
Subdivision Analysis
Tank Farms
Tax Assessment
Theaters
Vacant Land

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Timothy J. Magyar, SR/WA, R/W-AC

I have been active in the practice of real estate appraisal since 1994 and in the practice of right-of-way services since 1999. I am Vice President/ Partner of **Emminger, Newton, Pigeon & Magyar, Inc. and Right-of-Way Professionals, LLC,** with offices located at 2440 Sheridan Drive, Suite 100, Tonawanda, New York.

Additional Courses And Seminars Attended

McKissock, Inc.: "Appraising Historic Properties"

McKissock, Inc.: "Developing and Growing An Appraisal Practice"

McKissock, Inc.: "Information Technology and the Appraiser"

McKissock, Inc.: "Supervisor-Trainee Course for New York"

McKissock, Inc.: "Pennsylvania State Mandated Law for Appraisers"

The Luther Forest Technology Campus & Tech Valley *2005*

Yellow Book: "Uniform Appraisal Standards for Federal Land Acquisition, ASFMRA"

International Right Of Way Association Courses (With Exam)

Bargaining Negotiations, Course 205

Ethics and the Right-of-Way Professional, Course C-103

Integrating Appraisal Standards, Course 409

Introduction to the Income Capitalization Approach, Course 402

Mobile Home Relocation, Course 503

Principles of Real Estate Appraisal, Course 400

Principles of Real Estate Engineering, Course 900

Principles of Real Estate Negotiation, Course 200

Principles of Right of Way Law, Course 800

Right-of-Way Agents Development Program, Course 215

SR/ WA Prep Course

The Valuation of Partial Acquisitions, Course 421

United States Land Titles, Course 801

Seminars and Additional Courses (No Exam)

Gas Leases

International Right Of Way Association, Chapter 18: "Real Estate & Right of Way Symposium"
2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014

National USPAP Update

Property Assessment Relating to the Income Approach to Value for Eminent Domain Valuations

Western New York/ Ontario International Chapter of the Appraisal Institute Seminars:

Property Defects & Real Estate Issues *2000*

Valuation Case Studies *2008, 2009, 2010*

What You Should Know About Building Inspections *2000*

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Timothy J. Magyar, SR/WA, R/W-AC

Appraisal Courses With Exam Successfully Completed

"Fundamentals of Separating Real, Personal Property and Intangible Business Assets, A1"

Greater Buffalo Board of Realtors: "Introduction to Real Estate Appraisal, R1"

Greater Buffalo Board of Realtors: "Valuation Principles and Procedures, R2"

Greater Buffalo Board of Realtors: "Applied Residential Property Valuation, R3"

Greater Buffalo Board of Realtors: "Ethics and Standards of Professional Practice"

International Right Of Way Association: "Integrating Appraisal Standards, Course 409"

The Cusack Center For Learning: "Introduction to Appraising Income Property, G1"

The Cusack Center For Learning: "Principles of Income Property Appraising, G2"

The Cusack Center For Learning: "Applied Income Property Valuation, G3"

The Cusack Center For Learning: "Fair Housing, Fair Lending and Environmental Issues, AQ1"

Certification and Professional Affiliation

Former President of Chapter 18 (2010 – 2011)

Current Secretary of Chapter 18 (2011 – 2019)

Senior Member of the International Right-Of-Way Association (IRWA) – Member Number: 7882838
SR/WA Designation # 6341

New York State Certified General Real Estate Appraiser – Expiration Date: December 8, 2020
Certificate Number: 46-41210

Pennsylvania Certified General Real Estate Appraiser – Expiration Date: June 30, 2021
Certificate Number: GA003897

Virginia Certified General Real Estate Appraiser – Expiration Date: October 31, 2020
Certificate Number: 4001 015122

Qualified to appraise property for Eminent Domain Appraisals for Federal Agencies via completion of the Yellow Book Course.

Qualified by competitive exam to Appraise Real Estate for the New York State Department of Transportation as an Independent Fee Appraiser.

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Timothy J. Magyar, SR/WA, R/W-AC

Employment History

1999 – Present	Emminger, Newton, Pigeon & Magyar, Inc. – *Vice President* Day to day oversight of staff of 12-14 certified appraisers focusing on appraisal and review appraisals for Financing, Tax Certiorari, Insurance, Litigation, Local Public Agencies, State Agencies and Utilities.
1999 – Present	Right-Of-Way Professionals, LLC – *President* Day to day oversight of turn-key right-of-way acquisition services for a wide variety of projects requiring right-of-way experience and knowledge; including road projects, bridge projects, utility easements and wind farms. Projects administered include those for Local Public Agencies (Uniform Act Compliant) and private utility companies. Daily business administration and duties include: Comprehensive Right-Of-Way Consulting Fee Simple Acquisition/ Negotiation Easement (Partial Interest) Acquisition/ Negotiation Federal Compliance Forms & Certifications Cost Estimating & Alignment Analysis Right-Of-Way Project Coordination Appraisal Services/ Review Appraisal Services Expert Testimony/ Litigation Support Property negotiations under the Uniform Act Route studies and estimates Database records management Project management and administration
1995 – 1999	Independent Fee Appraiser – *Part-Time Real Estate Appraiser/ Consultant*
1994 – 1995	Independent Appraisal, Inc. – *Real Estate Appraiser/ Consultant*

Prepared and Participated In Appraisal For

Ameriquest Mortgage Co.	Citizens Bank
Automotive Finance Corporation	City of Buffalo
Bank of Akron	Comerica Bank
Bank of America	Community Bank, N.A.
Catholic Health Systems	CPC
Cattaraugus County Bank	D'Youville College
Cattaraugus County DPW	David V. Jaworski, Esq.
CitiMortgage	Dellwood Funding

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Timothy J. Magyar, SR/WA, R/W-AC

Prepared and Participated In Appraisal For (Continued)

- Bank on Buffalo
- Bank of Akron
- Bank of America
- Catholic Health Systems
- Cattaraugus County Bank
- Cattaraugus County DPW
- Citizens Bank
- City of Buffalo
- Community Bank, N.A.
- David V. Jaworski, Esq.
- Empire State Development Corporation
- Evans Bank, N.A.
- Five Star Bank
- G.E. Capital
- HSBC
- G.E. Capital
- HSBC
- M & T Bank
- National Grid
- New York State Department of Transportation
- New York State Dormitory Authority
- New York State Office of Mental Health
- New York State Office of Mental Retardation
- New York State Power Authority
- New York State Thruway Authority/ Canal Corp
- Town of Amherst
- Town of Hamburg
- Town of Lancaster
- Town of Marilla

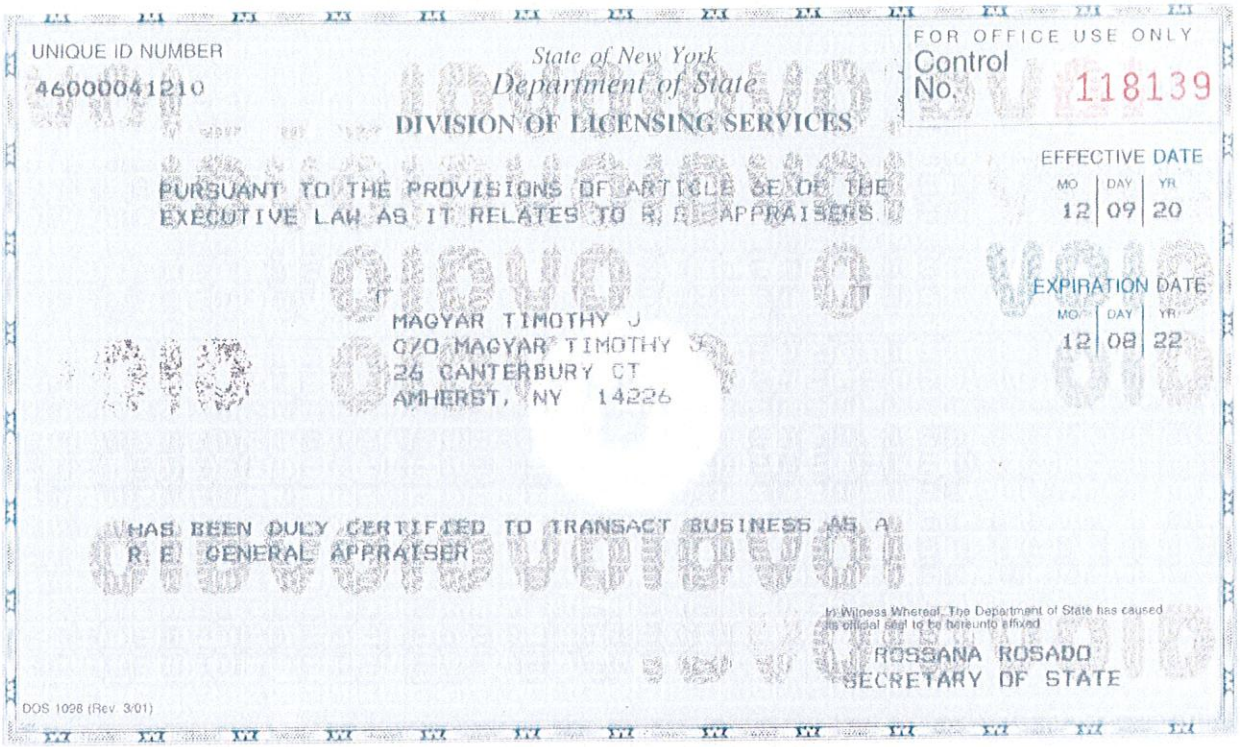
Property Types Appraised (partial list)

- Apartments
- Auto Dealerships
- Auto Service Facilities
- Churches
- Gas Stations/ Mini-Mart
- Governmental Offices
- Industrial Manufacturing *(Light & Heavy)*
- Low Income Housing
- Manufactured Homes
- Mansions
- Mixed Use Properties
- Offices
- Restaurants *(Fast Food & Full Service)*
- Retail *(Single Tenant & Shopping Centers)*
- Special Use Properties
- Subdivisions *(Residential)*
- Vacant Land *(Easements)*
- Vacant Land *(Commercial, Industrial, Residential & Public Use)*
- Warehouses
- Campgrounds

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Timothy J. Magyar, SR/WA, R/W-AC



UNIQUE ID NUMBER
46000041210

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 118139

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS

EFFECTIVE DATE
MO 12 | DAY 09 | YR 20

EXPIRATION DATE
MO 12 | DAY 08 | YR 22

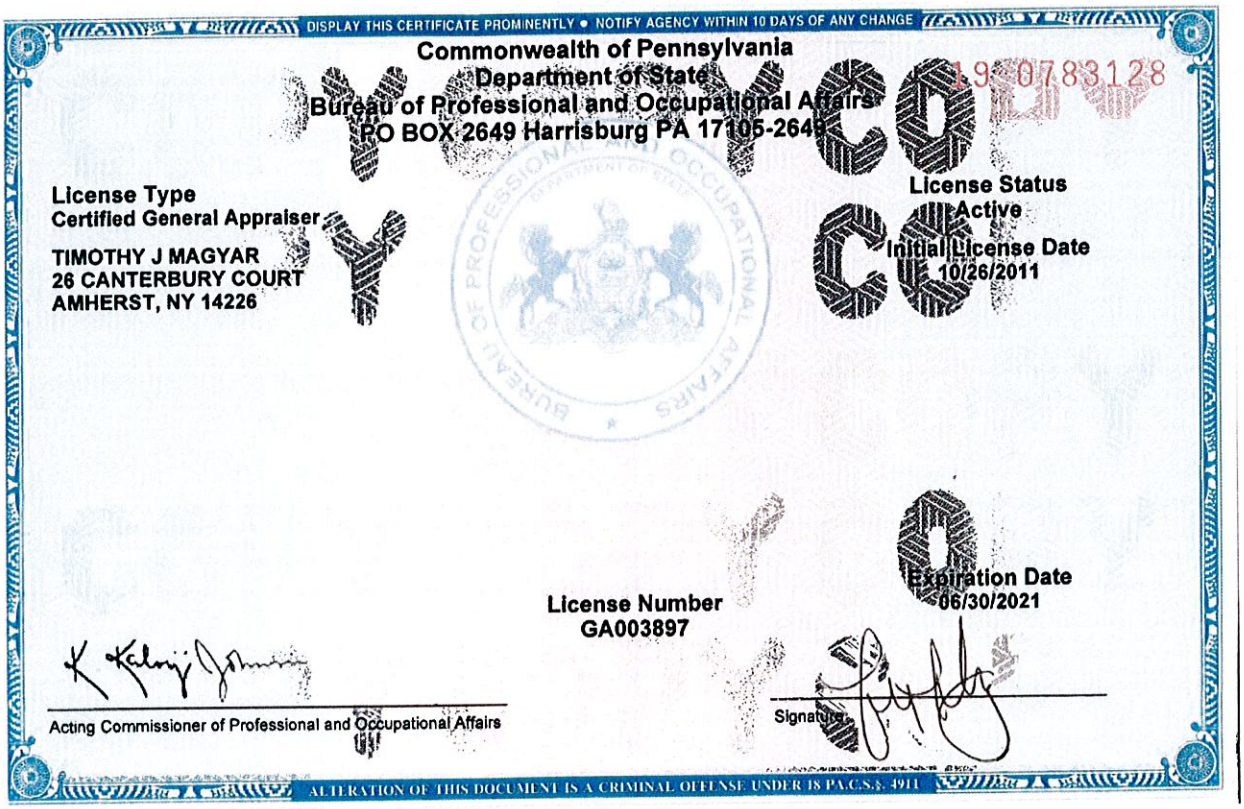
MAGYAR TIMOTHY J
C/O MAGYAR TIMOTHY J
26 CANTERBURY CT
AMHERST, NY 14226

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R. E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed

ROSSANA ROSADO
SECRETARY OF STATE

DOS 1098 (Rev. 3/01)



DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

19 0783128

License Type
Certified General Appraiser

TIMOTHY J MAGYAR
26 CANTERBURY COURT
AMHERST, NY 14226

License Status
Active

Initial License Date
10/26/2011

License Number
GA003897

Expiration Date
06/30/2021

Acting Commissioner of Professional and Occupational Affairs

Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S.§ 4911

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of John Zukowski, MAI, SRA, IAO

The appraiser has been active in the practice of Real Estate Appraisal since 1980 and is currently a Partner at **Emminger, Newton, Pigeon & Magyar, Inc.** located 2440 Sheridan Drive, Suite 100, Tonawanda, New York 14150.

Designations

MAI –	Appraisal Institute
SRA –	Appraisal Institute
IAO –	New York State Institute of Assessing Officers

Certifications

New York State Certified Real Estate Appraiser – Expiration Date: August 27, 2017
(Certification Number: 46-2951)

New York State Instructor of Real Estate Appraising Appraisal Foundation Certified USPAP Instructor
(Instructor Number: 44631)

Pennsylvania – Expiration Date: June 30, 2017
(Certification Number: GA003650)

Employment History

2010 – Present	**Emminger, Newton, Pigeon & Magyar, Inc.** – *Vice President/ Principal*
1983 – 2010	**Arrow Appraisal Services** – *Owner/ President*

National Level Appraisal Instructor Experience

Appraisal Education – USPAP Instructor #94631

Appraisal Institute

Appraisal Institute of Canada

Cusack Training Center

International Association of Assessing Officers

New York State Assessor's Association

Professional Affiliations

Appraisal Institute – Member and Metro Buffalo Past Chapter President

New York State Assessor's Association and International Association of Assessing Officers

Qualified Fee Appraiser with Department of Veterans Affairs

Qualified Fee Appraiser with U.S. Department of Housing, ID No.: 2064

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of John Zukowski, MAI, SRA, IAO

Qualified As Expert Witness In

Alleghany County New York Supreme Court

Cattaraugus County New York Supreme Court

Chautauqua County Supreme Court

Erie County New York Supreme Court

Federal Court United States District Court

Monroe County Supreme Court

Niagara County New York Surrogate Court

Ontario County Supreme Court

Wayne County Supreme Court

Consulting Services

Catholic Diocese of Buffalo – Diminution of Value (Environmental)

Chautauqua School System – Highest and Best Use Study

City of Lackawanna – Bethlehem Steel

Federal Bureau of Investigation

New York State Assessor's Association – Assessor Course/ Seminar Consulting

New York State Attorney General's Office – Diminution of Value Case

Town of Orchard Park – Community Strip Plaza Valuation

Town of Somerset – Power Plant Valuation

Appraisal Courses/ Seminars Attended & Successfully Completed

"A Debate on the Allocation of Hotel Total Assets" *October 2010*

"AI Instructor Webinar" *April 2013*

"Analysis General" *September 1995*

"Analyzing Commercial Lease Clauses" (Chicago, Illinois) *July 2004*

"Analyzing Operating Expenses" (Chicago, Illinois) *July 2004*

"Applied Residential Property Valuation" (ReTake) *March 1985*

"Appraisal Foundation Instructor Certification Seminar" *March 2002*

Appraisal Institute: "Advanced Applications" (Orlando, Florida) *May 1995*

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of John Zukowski, MAI, SRA, IAO

Appraisal Courses/ Seminars Attended & Successfully Completed (Continued)

Appraisal Institute: "Advanced Capitalization" (Chicago, Illinois) *February 2000*

Appraisal Institute: "Applied Residential Property Valuation" (University of Buffalo) *April 1985*

Appraisal Institute: "Appraisal International" *July 1992*

Appraisal Institute: "Appraisal Principles Faculty Workshop" (Andersen Worldwide Center) *April 1993*

Appraisal Institute: "Appraisal Principles" (Medaille College) *April 1993*

Appraisal Institute: "Appraising the Appraisal – Residential Instructor Training" (Chicago, Illinois) *May 2012*

Appraisal Institute: "Introduction to Appraising Real Property" (University of Buffalo) *December 1983*

Appraisal Institute: "Principles of Inc. Property Appraising" (University of Buffalo) *November 1990*

Appraisal Institute: "Professional Practice Seminar" *September 1991*

Appraisal Institute: "Stand Of Professional Practice Part A (USPAP)" *February 1996*

"Appraisal Principles" (Buffalo, New York) *March 1993*

"Appraisal Principles Faculty Workshop" (St. Charles, Illinois) *April 1993*

"Appraising the World: Global Perspective in IPV" (Cancun, Mexico) *November 2009*

"Appraising the Tough Ones" (Chicago, Illinois) *July 2004*

"AQB Awareness Training for Appraisal Institute Instructors" *September 2007*

"AQB USPAP Instructor Recertification Course" (Chicago, Illinois) *May 2007*

"Assessment Easement" *November 1994*

"Business Practices and Ethics" (Amherst, New York) *May 2005*

"Business Practices and Ethics" (Syracuse, New York) *November 2012*

"Candidate for Designation Program" July 2012

"Case Studies Appraisal Institute" May 2003

"Current Issues and Misconceptions in Appraising" (Ellicottville, New York) March 2005

"Economy Local Trends" October 1993

"FIRREA Law" *October 1993*

"FHA and the New Residential Appraisal Forms" (Amherst, New York) *February 2006*

"Flipping and Fraudulent Flipping: Do you know the Difference" (Amherst, New York) *April 2006*

"Fundamentals of Separating Real and Personal Property" (Syracuse, New York) *March 2012*

"Income Valuation" October 1993

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of John Zukowski, MAI, SRA, IAO

Appraisal Courses/ Seminars Attended & Successfully Completed (Continued)

International Association of Assessing Officers: "IAAO Faculty Workshop" *July 1999*

"International Valuation Congress, Part I" (Cancun, Mexico) November 2009

"International Valuation Congress, Part II" (Cancun, Mexico) November 2009

"IVSC Update and USPAP Comparison" (Cancun, Mexico) November 2009

"Introduction to Appraising Real Property" (ReTake) *September 1983*

"Introduction to Green Buildings: Principles and Concepts" September 2013

"Knowledge Center for Instructors" *October 2012*

"Litigation Skills for the Appraiser" (Chicago, Illinois) *July 2004*

"Narrative Report Writing Seminar" (Montreal, Canada) August 1987

"New Industrial Valuation" (Buffalo, New York) April 1997

"Online Appraising from Blueprints and Specifications" January 2000

"Online Course 420: Standards of Professional Practice Part B" (Chicago, Illinois) December 2002

"PA Assessment Law Update" (Lancaster, Pennsylvania) *June 2010*

"Principles of Income Property Appraising" (ReTake) *October 1985*

"Principles of Income Property Appraising" (Amherst, New York) *September 1990*

"Professional Practice, SREA" (Batavia, New York) *September 1990*

"Professional's Guide to Uniform Resdential Appraisal Report" (Rochester, New York) August 2005

"R-41B SREA Seminar" 1986

"Rates and Ratios" (Chicago, Illinois) *July 2004*

"Real Estate Course" (Niagara University) *1983*

"Recert 124" (ReTake) *August 1987*

"Scope of Work II" (Chicago, Illinois) *July 2004*

"Scope of Work Appraisal Institute" June 2003

"SREA Professional Practice Seminar" July 1990

"Standards of Professional Practice, Part A" (Amherst, New York) *February 1996*

"Standards of Professional Practice, Part B" (Amherst, New York) *September 1991*

"Standards of Professional Practice, Part B" (Amherst, New York) *February 1996*

"Subdivision Valuation: A Comprehensive Guide to Valuing Improvement" (Buffalo, New York) *May 2008*

"Tax Laws" July 1992

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of John Zukowski, MAI, SRA, IAO

Appraisal Courses/ Seminars Attended & Successfully Completed (Continued)

"The Comprehensive Appraisal Workshop" August 1997

"The Essentials: What Every Appraiser Should Know" (Ellicottville, New York) March 2005

"The New Uniform Residential Appraisal Report" December 1993

"The Real Implications of the HVCC on Appraisers and Lenders" *January 2009*

"The Road Less Traveled" (Chicago, Illinois) *July 2004*

"Track Audit Seminar Training" July 2004

"Valuation and Market Perspective 2011" (Ellicottville, New York) *February 2011*

"Valuation Case Studies" (Ellicottville, New York) January 2008

"Valuation of Detrimental Conditions" October 1998

Appraisal Assignments Completed

Apartment House (5 to 400 Units)
Automobile Dealerships and Services
Bank Offices
Banks
Billboards
Campgrounds
Cell Towers
Churches/ Religious Organizations
Community Services
Condominiums
Conservation lLnd
Co-Op and Planned Unit Developments
Country Clubs
Curb Cuts
Diminution of Values
Diners
Drive-In Theaters
Estates
Full Service National Hotels
Funeral Homes
Golf Courses
Health Care Facilities
Historic Properties
Historical Properties
Home for Aged
Hotels
Industrial and Manufacturing Facilities
Industrial Properties Manufacturing and Processing
Large Retail Outlets
Lease Holds
Life Estates
Mansions
Marinas
Mobile Home Park
Motels
Movie Theaters
Multiple Use or Multi-Purpose Building
Neighborhood Shopping Centers

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of John Zukowski, MAI, SRA, IAO

National Level Appraisal Instructor Experience:

Appraisal Institute – *Since 1994*

- Appraisal Education – USPAP Instructor #94631
- Appraisal Institute
- Appraisal Institute of Canada
- Cusack Training Center
- Developing Gross Monthly Rent Multipliers from Market
- Easements & Encroachments Seminar
- International Association of Assessing Officers
- Justifying the Adjustments
- New York State Assessor's Association
- Online Business Practices and Ethics
- AI Instructor Webinar
- Real Estate Network Seminar
- Yellow Book Changes – Overview for Appraisers
- Residential & Commercial Trends
- Wind Turbine Effects on Value
- The Valuation of Bank Branches
- Understanding the New Role of the Appraisal in Commercial Banking
- Appraising Cell Towers
- Introduction to Green Buildings: Principles & Concepts
- Business Practices and Ethics
- Knowledge Center for Instructors
- Candidate for Designation Program
- Appraising the Appraisal – Residential Instructor Training
- Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets

Appraisal Foundation – *Since 1994*

- National USPAP Instructor

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of John Zukowski, MAI, SRA, IAO

Appraisal Assignments Completed (Continued)

- Night Clubs
- Office Buildings
- Partial Interests
- Police Stations
- Power Plants
- Recreational & Entertainment
- Residential *(Single-Family to Four-Family Residences)*
- Restaurants
- Riding Stables
- School
- Social Organization Properties
- Sports Facility
- Storage Facilities
- Supermarkets
- Taverns
- Vacant Agricultural
- Vacant Commercial
- Vacant Industrial
- Vacant Land
- Vacant Residential
- Veterinary Clinics and Hospital
- Warehouse
- Wetlands

**Specialize in Utility Appraisals including: Power Plants, Cell Towers & Wind Turbines.*

Prepared and Participated In Appraisals For

- Alden State Bank
- Alliance Mortgage Funding
- Ameriquest
- Anderson Auctioneers
- Andrew, Pusateri, Brandt
- Bank of Akron
- Bellmont Shelter Corp.
- Charter One Bank
- City of Dunkirk
- City of Lackawanna
- City of Niagara Falls
- Ciffstar, Inc.
- David DiMatteo, Esq.
- Deloitte & Touche
- Devere Capital Corp.
- Eschen & Frende
- Evans Bank
- Federal Bureau of Investigation
- First Priority Mortgage
- Fischione Builders
- Fleet Bank
- Frank Frascognia, Esq.
- Gary Schaff, Esq.
- Gellman & Gellman
- GMAC Mortgage Funding
- Goldstein, Bulan & Chiari, LLP
- Greenwich Mortgage Corp.
- HSBC Mortgage Corp (USA)
- Jamestown Community Savings
- Jay W. Ricketts Esq.

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of John Zukowski, MAI, SRA, IAO

Prepared and Participated In Appraisals For (Continued)

Joel Kurtzhalts, Esq.	Shoemaker & Roberson, P.C.
M & T Mortgage Corp (USA)	Small Business Administration
Mark V Group	The Broadway Market
Marvin Baum P.C.	Town of Cheektowaga
McDonalds	Town of Clarence
National Fuel	Town of Elma
NY Central Mutual	Town of Lancaster
NYS Attorney General's Office	Trippi Foods
NYS Department of Transportation	U.A.W. Legal Services
NYS Thruway Authority	U.S. Department of HUD
Perry's Ice Cream	U.S. Marshall
Richard Kwieciak Esq.	United Capital Mortgage Corp.
Riefler Concrete	Warren Rosenbaum, Esq.
Roy A. Mura Esq.	Willrose Corp. (Dunkin Donuts)
Ryder Truck Rental	Wilson Greatbatch
Servotronics Inc.	Wyoming County Savings Bank
Shari Jo Reich Esq.	

Professional References

Mr. Patrick Duffy, President NYS Assessors Association – (315) 637-9854

Mr. Peter Forrestel, President, Bank of Akron – (716) 542-5401

Mr. Robert Hutchison, Hamburg Assessor – (716) 649-6111

Ms Eydie McCarthy, Greenburg Assessor – (914) 422-1223

Ms. Maureen D. Wetter, NYS Office of real Property Services – (518) 486-4002

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of John Zukowski, MAI, SRA, IAO

UNIQUE ID NUMBER
46000002951

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 115858

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE
MO. 08 | DAY 28 | YR 19

EXPIRATION DATE
MO. 08 | DAY 27 | YR 21

ZUKOWSKI JOHN P
C/O EMMINGER NEWTON PIGEON MAG
60 LAKEFRONT BLVD
STE 120
BUFFALO, NY 14202

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed

ROSSANA ROSADO
SECRETARY OF STATE

DOS 1098 (Rev. 3/01)

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

19 0743785

License Type
Certified General Appraiser

JOHN ZUKOWSKI
ENPM
60 LAKEFRONT BLVD ST 120
BUFFALO, NY 14202

License Status
Active

Initial License Date
02/15/2008

License Number
GA003650

Expiration Date
06/30/2021

Acting Commissioner of Professional and Occupational Affairs

Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S.§. 4911

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Joseph H. Emminger

The appraiser has been active in the practice of Real Estate Appraisal since 1982 and is currently a Certified General Real Estate Appraiser for **Emminger, Newton, Pigeon & Magyar, Inc.** with offices located 2440 Sheridan Drive, Suite 100, Tonawanda, New York 14150.

Education

College: Canisius College – Graduated 1982
B.S. Business Finance
Buffalo, New York

Appraisal Courses Attended & Successfully Completed

Appraisal Institute: "Course 1BB – Cap Theory & Tech G-2, Part B" (College Park, Maryland) *September 1992*

Appraisal Institute: "Course 400 – National USPAP Update" *September 2004*

Appraisal Institute: "Course 550 – Advanced Applications" (Boulder, Colorado) *June 1993*

Appraisal Institute: "Course SRPA – Standards of Professional Practice, Part A" (Blasdell, New York) *September 1991*

Appraisal Institute: "Course SRPA – Standards of Professional Practice, Part B" (Blasdell, New York) *September 1991*

International Right-Of-Way Association: "Bargaining Negotiations" *November 2000*

Society of Real Estate Appraisers: "Course 101, Introduction to Appraising Real Property" *1983*

Society of Real Estate Appraisers: "Course 102, Applied Residential Property Valuation" *1985*

Society of Real Estate Appraisers: "Course 201 Principles of Income Property Appraising" *1985*

Society of Real Estate Appraisers: "Course 202, Applied Income Property Valuation" *1988*

Standards of Professional Appraisal Practice (Buffalo, New York) *February 1999*

Appraisal Seminars Attended (No Exam)

Appraisal Institute: "Case Studies, Residential & Commercial Prospective" *January 2013*

Appraisal Institute: "Case Studies in the Valuation of Upstate New York Real Estate *June 2007*

Appraisal Institute: "Case Studies in the Valuation of Upstate New York Real Estate *June 2005*

Appraisal Institute: "Current Issues & Misconceptions in Appraising" *March 2005*

Appraisal Institute: "Economic Prognosis of Cattaraugus County & Region"

Appraisal Institute: "Flipping & Fraudulent Flipping of Real Estate" *December 2006*

Appraisal Institute: "Justifying the Adjustments"

Appraisal Institute: "Partial Interest Valuation, Divided" *June 2000*

Appraisal Institute: "Real Estate Trends & Valuation Issues" *February 2001*

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Joseph H. Emminger

Appraisal Seminars Attended (No Exam) Continued

Appraisal Institute: "Resort Properties & Business Valuation" *February 2004*

Appraisal Institute: "The Appraiser As An Expert Witness" (Buffalo Chapter)

Appraisal Institute: "The Essentials – What Every Appraiser Should Know" *March 2005*

Appraisal Institute: "The Modern Cost Approach – Applied Methods & Techniques" *January 2007*

Appraisal Institute: "Real Estate Network" – *September 2014*

Appraising Contaminated Properties

Buffalo & Western New York Economic Development *October 2002*

Economic Forecast: "Insights in to National and Regional Markets"

"Identifying Architectural Styles" *February 2006*

IRWA: "Case Studies in Right of Way Valuation, Management & Acquisition" *August 2012*

IRWA: "Standards of Professional Practice"

National Association of Independent Fee Appraisers: "American Disabilities Act Title III, Effect on Real Estate & Real Estate Appraisers" *May 1996*

National Highway Institute: "Eminent Domain for Attorneys & Appraisers" *January 2002*

"New Industrial Valuation"

"Niagara Falls, New York: A City in Transition" *June 2002*

"Understanding Limited Appraisal & Appraisal Reporting Options

"Residential Construction Basics" *December 2007*

Society of Real Estate Appraisers: "Introduction to Income Approach"

Society of Real Estate Appraisers: "Professional Practice"

Society of Real Estate Appraisers: "Recent Developments in Income Property Valuation"

"The Relocation Appraisal in Today's Changing Market"

"Uniform Standards of Professional Appraisal Practice 7-Hour Update" *May 2011*

"Uniform Standards of Professional Appraisal Practice 7-Hour Update" *October 2007*

"What's New At FNMA!"

Professional Affiliations

Erie County Assessor's Association – Member

WNY Chapter of International Association of Assessing Officers – Charter Member

Professional Territory Covered

Mr. Emminger has appraised property in the States of New York, Pennsylvania, New Jersey, Indiana and Arizona.

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Joseph H. Emminger

Certifications

New York: Certificate Number: 46-4748 (Expiration Date: January 1, 2020)

Work History

01/ 1995 – Present **Emminger, Newton, Pigeon & Magyar, Inc. –** *President*

Duties include performing commercial and industrial appraisals of all types for financing, condemnation, certiorari proceedings, special purpose and insurance appraisals. Additionally, I am responsible for managing the office and reviewing appraisals.

6/ 1994 – 12/ 1994 **Upstate Appraisal, Inc. –** *Vice President*

Assignments included performing appraisals on all types of commercial and industrial properties for various uses.

09/ 1993 – 12/ 1997 **Queen City Appraisal, Inc. –** *President/ Commercial Division*

Duties included performing commercial and industrial appraisals of all types for financing, condemnation, certiorari proceedings, special purpose and insurance appraisals. Additionally, was responsible for managing office and reviewing appraisals.

11/ 1986 – 03/ 1989 **GAR Associates –** *Staff Appraiser*

Assignments included performing residential and commercial appraisals of all types, including value estimates for mortgage purposes, urban renewal, right of way acquisition, rehabilitation and reuse appraisals, condemnation proceedings, certiorari actions, industrials, special purpose and insurance appraisals.

07/ 1982 – 11/ 1986 **Northeastern Appraisal Associates, Inc. –** *Staff Appraiser*

Assignments included all types of commercial, industrial and residential properties.

Appraisal Assignments Completed

- Animal Hospital
- Apartment Complexes
- Athletic Facilities – *Tennis Courts, Skating Rinks and Racquet Clubs*
- Automotive Dealerships
- Churches
- Community Shopping Plazas
- Condemnation of Land
- Condominiums
- Feasibility Studies
- Funeral Homes
- Gas and Service Stations
- Hospitals

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Joseph H. Emminger

Appraisal Assignments Completed (Continued)

- Hotels
- Industrial Buildings
- Institutional Buildings
- Large and Small Office Buildings
- Mansions
- Marinas
- Medical Offices
- Mobile Home Parks
- Nursing Homes
- Regional Malls
- Residential – *Single and Multi-Family Homes*
- Restaurants
- Schools
- Self-Storage Facilities
- Special Use Properties
- Subdivision Analysis
- Tank Farms
- Tax Assessment
- Theaters
- Vacant Land

Qualified As Expert Witness

- New York State Court of Claims
- New York State Supreme Court
- United States Bankruptcy Court

Prepared and Participated In Appraisal For

- Attorneys and Private Individuals
- Bank of American, N.A.
- Benderson Development Co., Inc.
- Buffalo General Hospital
- Cattaraugus County Bank
- Cattaraugus County Department of Public Works
- Chautauqua County Department of Public Works
- Ciminelli Development Co., Inc.
- Citibank, NYS
- City of Buffalo
- City of Jamestown
- City of Lackawanna Community Development
- DeGraff Memorial Hospital
- Dime Savings Bank
- Diocese of Buffalo
- Erie County Industrial Development Agency
- First Niagara Bank
- Five Star Bank
- Fleet Bank of New York, N.A.
- G.E. Capital
- HSBC Bank, USA, N.A.
- Insurance Companies
- Kenmore Mercy Hospital
- Key Bank of New York

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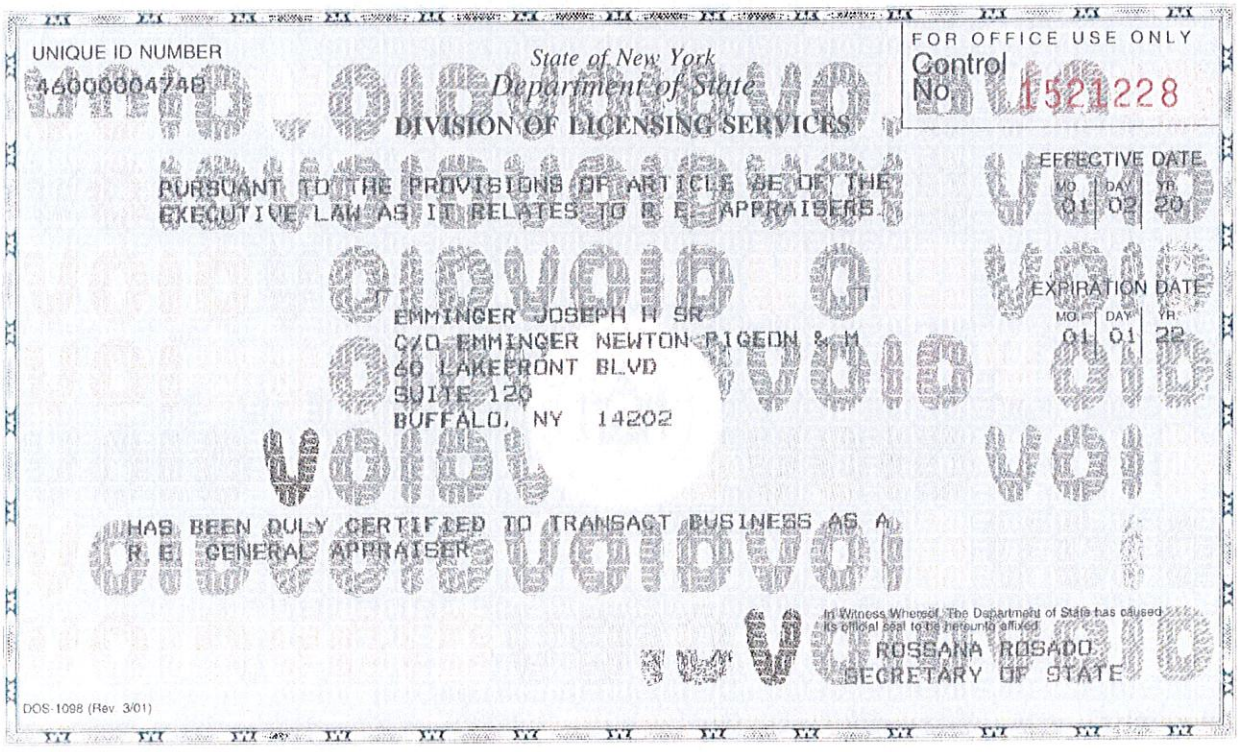
QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Joseph H. Emminger

Prepared and Participated In Appraisal For (Continued)

Lake Shore Savings & Loan Association	Resser Management Corporation
Liberty Business Credit Corporation	Southern Tier Pizza Hut, Inc.
M & T Bank	The Chase Manhattan Bank, N.A.
Mercer Companies, Inc.	The Krog Corporation
Midas Muffler Corp.	Town of Cheektowaga
Midland Loan Services, LLC	Town of Tonawanda
New York State Power Authority	U.S. District Bankruptcy Court
New York State Urban Development Corporation	Uniland Development Company, Inc.
Niagara Frontier Services, Inc.	Wegman's
Niagara Frontier Transportation Authority	Zaepfel Development Co., Inc.
Resolution Trust Corporation (RTC)	



UNIQUE ID NUMBER
460000004748

State of New York
Department of State
DIVISION OF LICENSING SERVICES

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Control No. 1521228

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS

EFFECTIVE DATE MO. 01 DAY 02 YR. 20

EXPIRATION DATE MO. 01 DAY 01 YR. 22

EMMINGER JOSEPH H SR
C/O EMMINGER NEWTON PIGEON & M
60 LAKEFRONT BLVD
SUITE 120
BUFFALO, NY 14202

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.
ROSSANA ROSADO
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Michael J. Kocieniewski

The appraiser has been active in the practice of Real Estate Appraisal since 1977 and is currently a Certified General Real Estate Appraiser for **Emminger, Newton, Pigeon & Magyar, Inc.** with offices located at 2440 Sheridan Drive, Suite 100, Tonawanda, New York 14150.

Education

College: Canisius College – Graduated 1979

B.S. in Business Management

Buffalo, New York

State University of New York at Buffalo – Attended 1975- 1977

Pre-Engineering Program

Buffalo, New York

Technical: National Radio Institute- McGraw Hill – Graduated 1997

Master Course in Microcomputers & Microprocessors

Washington D.C.

Appraisal & Real Estate Courses Attended & Successfully Completed

Society of Real Estate Appraisers "An Introduction to Appraising Real Property, Course 101" (SUNY Buffalo) *1980*

Society of Real Estate Appraisers "Applied Residential Property Valuation, Course 102" (SUNY Buffalo) *1980*

Society of Real Estate Appraisers "Narrative Report Seminar & R-2 Exam" *1980*

Society of Real Estate Appraisers "Principles of Income Property Appraising" (SUNY Buffalo) *1980*

Society of Real Estate Appraisers "Regulation R-41-B Seminar" *1986*

Society of Real Estate Appraisers "Standards of Professional Practice, Part A & B" *1991*

Cusack Training Center "G-3 General Appraisal Course"

Appraisal Institute "Standards of Professional Practice Part A & B" 1991

N.Y.S. Real Estate Brokers Qualifying Courses B-186 Buffalo Niagara Association of Realtors 1988

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QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Michael J. Kocieniewski

Appraisal Continuing Education Courses Attended & Successfully Completed

Real estate appraisal courses and seminars required for continuing education compliance were completed through the Appraisal Institute, Cusack Training Center, International Right of Way Association and the McKissock Real Estate and Appraisal School over the past 20 plus years. Topics of some of the major courses and seminars included the following:

"Standards of Professional Practice" (Ten Times – Once Every Two Years since 1991)

"Income Capitalization"

"Subdivision Analysis"

"The Art of Appraisal Review"

"Appraising New Construction"

"Environmental Aspects Regarding Real Estate Appraisal"

"Information Technology and the Appraiser"

"FHA 203K Rehab Mortgage Process"

"Appraising and Analyzing Industrial and Flex Buildings"

"Appraising and Analyzing Retail Shopping Centers"

"Appraising and Analyzing Office Buildings"

'"Appraising Apartments – The Basics"

"Appraising Modular Housing"

"Construction Details and Trends"

"Appraising The Oddball"

"Developing an Operating Income Stream"

"Appraisal Trends"

"Right of Way Valuation Case Studies"

Professional Affiliations

Buffalo Niagara Association of Realtors

New York State Right of Way Appraiser

Department Housing and Urban Development

Prior Chairman and Member of the Assessment Review Board for the Town of West Seneca

New York State Association of Realtors

National Association of Realtors Appraisal Section

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Michael J. Kocieniewski

Certifications

New York State Certified General Real Estate Appraiser – Expiration Date: July 6, 2016
(Certificate Number: 46-33517)
Department of Housing and Urban Development H.U.D
(Certificate Number: 2059)
New York State Approved Instructor of Real Estate Appraisal
New York State Certified Residential Real Estate Appraiser
(Certificate Number: 45-9241)
New York State Licensed Real Estate Broker
(License Number: 37K00927294)
New York State Licensed Real Estate Salesperson

Employment History

2010 – Present	**Emminger, Newton, Pigeon & Magyar, Inc. –** *Independent Fee Appraiser*
1997 – 2010	**Arrow Appraisal Services, Inc. –** *Independent Fee Appraiser*
1977 – 1997	**Metro-Suburban Appraisal**– *Independent Fee Appraiser*
1977 – 1997	**Como Park Agency & Realty –** *Real Estate and Insurance Salesman*

Appraisal Assignments Completed

Auto Body Shops
Auto Dealerships
Bank Offices
Banks
Bowling Alleys
Car Wash
Cold Storage Facilities
Condominium Complexes
Conservation Land
Convenience Stores
Co-Op and Planned Unit Development Properties
Diners
Drive-In Theaters
Electric Utility Facilities *(Coal Burning & Hydro-Electric)*
Estates
Industrial and Manufacturing Facilities
Large Retail Outlets
Light House
Lumber Yards
Machine Shops
Mansions
Motels
Movie Theaters
Multi-Family *(Apartment Complexes 5 to 100 Units)*
Multiple Commercial Use and Mixed Use Buildings
Neighborhood Shopping Centers
Night Clubs
Nurseries
Office Buildings
Parking Garages

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Michael J. Kocieniewski

Appraisal Assignments Completed (Continued)

- Farms
- Fast Food Restaurants
- Full Service National Hotels
- Gas Stations
- Greenhouses
- Historic Properties
- Horse Farms
- Hotels
- Individual Condominium
- Tire Shops
- Trucking Terminals
- Utility Support Properties
- Vacant Agricultural
- Vacant Commercial
- Parking Lots
- Plazas
- Professional and Medical Office Buildings
- Residential *(Single-Family – Four-Family Residences)*
- Restaurants
- Self storage Facilities
- Subdivision Analyses *(Residential Single-Family, Condominium & Commercial)*
- Supermarkets
- Taverns
- Vacant Industrial
- Vacant Land
- Vacant Residential
- Vacation Homes
- Warehouses

Professional References

Mr. David P. Squire, Senior Vice President, First Niagara Bank
(716) 819-5543 david.squire@fnfg.com

Mr. Edward J. Healy, Vice president of Marketing at Visit Buffalo Niagara
Buffalo Niagara Convention Center and Visitors Bureau
(716) 852-0511 Ext. 236 healy@visitbuffaloniagara.com

Mr. Robert Hutchinson, Assessor, Town of Hamburg
(716) 649-6111 Ext. 2339 rhutchison@townofhamburg.com

Ms. Jeneen McSkimming, assessor, Town of Cheektowaga and Town of Evans
(716) 686-7426 jmcskimming@tocny.org

Mr. Tom Tyler, Department of Housing and Urban Development
(716) 551-5755 thomas_e_tyler@hud.gov

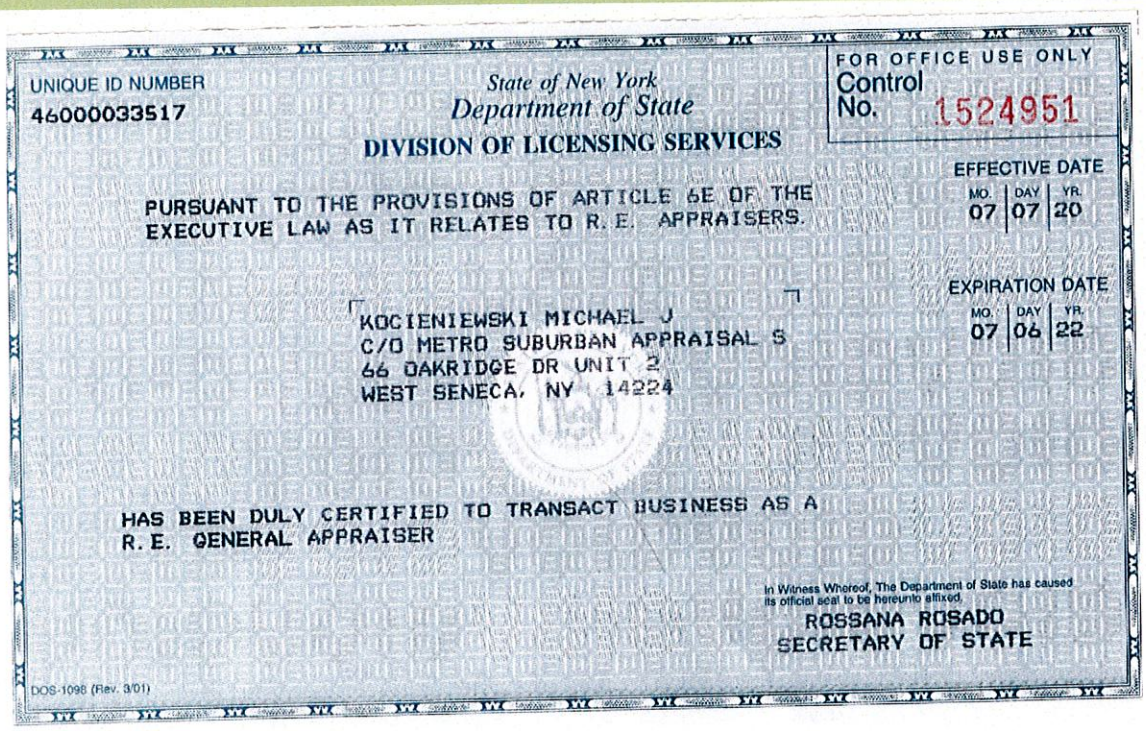
Mr. Thomas Deuschle , Attorney
(716) 74-6913 d3557seneca@ aol.com

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Michael J. Kocieniewski

New York State General Certification



UNIQUE ID NUMBER
46000033517

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 1524951

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

EFFECTIVE DATE
MO. 07 | DAY 07 | YR. 20

EXPIRATION DATE
MO. 07 | DAY 06 | YR. 22

KOCIENIEWSKI MICHAEL J
C/O METRO SUBURBAN APPRAISAL S
66 OAKRIDGE DR UNIT 2
WEST SENECA, NY 14224

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R.E. GENERAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.
ROSSANA ROSADO
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Alexander T. Vilardo

The appraiser has been active in the practice of Real Estate Appraisal since 1967 and is currently a Certified General Real Estate Appraiser for **Emminger, Newton, Pigeon & Magyar, Inc.** with offices located at 2440 Sheridan Drive, Suite 100, Tonawanda, New York.

Education

American Institute of Banking: "Mortgage Home Lending Course"

Bryant & Stratton College: "General Insurance Course"

Millard Fillmore College: "Real Estate Course"

State Teachers College: "Society of Real Estate Appraiser's, Course I"

University of Connecticut: "American Institute of Real Estate Appraiser's, Course I"

University of Syracuse: "American Institute of Real Estate Appraiser's, Course II"

Various Real Estate Seminars & Instructional Courses

Employment History

10/ 2012 – Present	**Emminger, Newton, Pigeon & Magyar, Inc.** – *Senior Real Estate Appraiser*
1961 – Present	**Active in Real Estate**
1975 – 2011	**Eastern Appraisal Consultants, Inc.** – *President & Founder* A real estate appraisal consulting firm specializing in: commercial, industrial, residential property appraisals, including value estimates for mortgage financing purposes.
1971 – 1975	**Marine Midland Bank, N.A.** – *Senior Appraisal Officer*
1963 – 1965	**Liberty National Bank & Trust Company** – *Mortgage Division* In charge of mortgage foreclosures, physical inspection of existing mortgages and appraisals of foreclosed properties.
1965 – 1970	**Hansen Appraisal Service** – *Real Estate Appraiser* Appraising real estate for private individuals, New York State Department of Transportation, Attorneys, Corporations and Lending Institutions.

Prior Experience

Appeared as Expert Witness For Court of Claims for the New York State Department of Transportation and Surrogate Court

Licensed Real Estate Broker – Certification Number: 609069

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Alexander T. Vilardo

Accredited Fee Appraiser For

City of Buffalo Department of Community Development	Federal Housing Administration
City of Buffalo Department of Real Estate	FHLMC & FNMA – Certification Number: 1067119
City of Buffalo Department of Urban Renewal	Mortgage Guaranty Ins. Corp. (MGIC)
Department of HUD	New York State Department of Transportation

Appraised Properties for the State of New York Department of Transportation in Connection With

Aurora Expressway, Contract I

City of Buffalo, Elm-Oak Arterial Phase II

Genesee Expressway – Town of Brighton, New York

Keeler Street Expressway – Irondequoit, New York

Outer Loop – Town of Gates, New York

Outer Loop – Town of Greece, New York

Sea Breeze Expressway – Irondequoit, New York

Smokes Creek – Buffalo, New York

Southern Tier Expressway – Town of Olean, Allegany and Salamanca, New York

Western Expressway – Rochester, New York

City of Buffalo – *Department of Community Development*

Hamlin Park Recreation – Open Space Project

Hamlin Park Recreation – Woodlawn Park

Market Arcade Project

Oak – Michigan Corridor

Pratt-Willet Project

Various Individual Parcels/ Sites

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Alexander T. Vilardo

Department of Urban Renewal Agency

Fruit Bell Project N.D.P. 206

LaSalle Park Extension Project

Various Individual Parcels/ Sites

Virginia Street Planning Project 76-158

Waterfront Project NYR-35

Eastern Appraisal Consultants, Inc. Has Performed Appraisal Services For

Alliance Funding Company East

Associates Relocation Management Co.

Bank of New York

Burns Electronics Security Services, Inc.

Byron Reed Co. – Transequity Division

Chase Home Mortgage Corp.

Chase Manhattan Bank, N.A.

Coldwell Bankers Relocation

Commonfound Mortgage Corp.

Continental Abstracting Service Corp.

Department of FHA HUD

Dow Chemical

E.I.Du Pont De Nemours & Co.

Eastman Kodak Company

Emery World Wide

Empbanque Capital Corp.

Empire of American Realty Credit Corp.

Exchange Funding

First Federal Savings

General Electric Credit Corp.

Girl Scout Council of Buffalo & Erie County, Inc.

Goldome Realty Credit Corp.

Gulf Oil Corp of America

Hershey Chocolate Co.

Homestead Savings & Loan Associates

Homequity

Hooker Chemicals & Plastics Corp.

International Mill Service, Inc.

Koppers Company, Inc.

Liberty National Bank & Trust Co

Maenner Relocation Inc

Manufacturer & Hanover Trust Co.

Marine Midland Bank, NA

Merrill Lynch Equity Management, Inc

Mid-Island Equities, Corp.

Niagara Frontier Transportation Authority

Private Individuals, Attorneys & Corporations

Republic National Bank

Sibley Corp.

Tektronix, Inc.

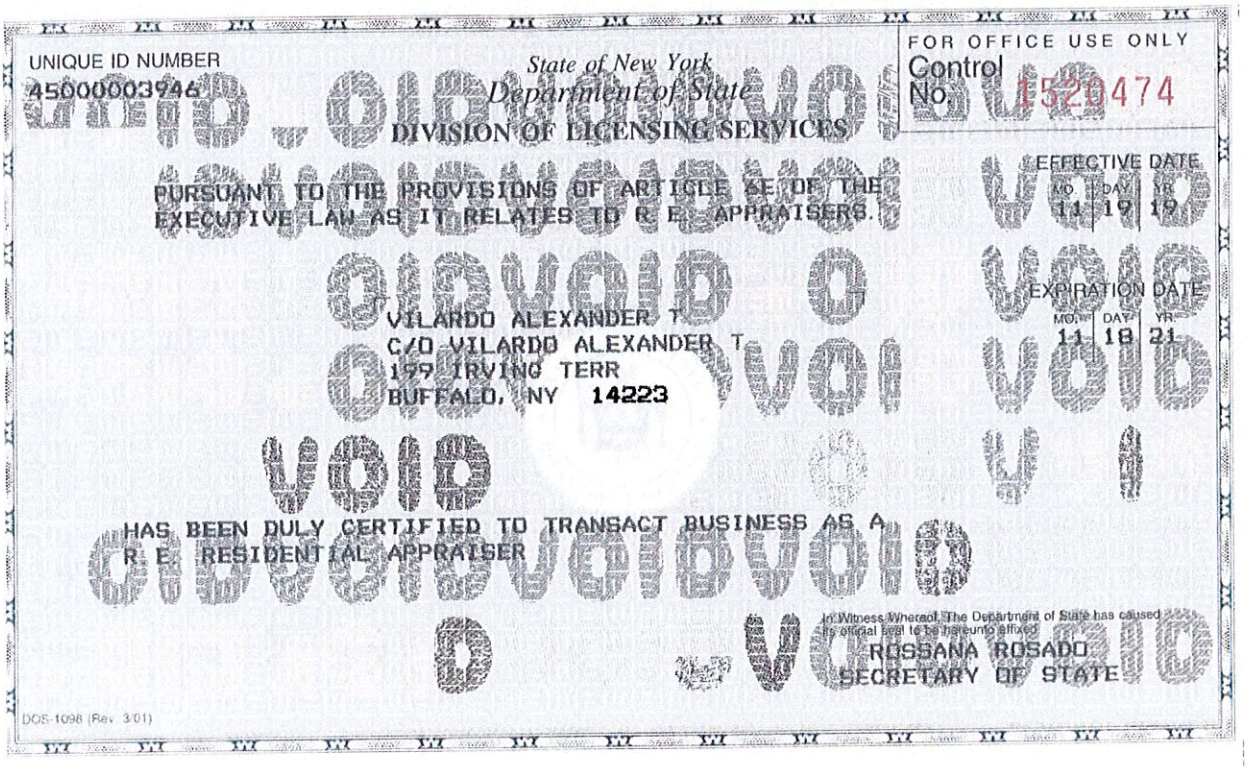
The Travelers Insurance, Co.

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

QUALIFICATIONS OF THE APPRAISERS

Appraisal Qualifications of Alexander T. Vilardo

Professional Affiliations/ Memberships	
1996	Small Claims Assessment Review Hearing Officer
1991	Appraisal Institute (SRA Designation)
	Buffalo Board of Realtors – Licensed Broker Number: 609069
	Buffalo Chamber of Commerce
	New York State Certified Real Estate Appraisal – Certificate Number: 45-3946
	New York State Society of Real Estate Appraisers
1980 – 1982	Society of Real Estate Appraisers, Chapter 88 – *Director*
1981 – 1982	Society of Real Estate Appraisers, Buffalo Metro Chapter 88 – *President*


UNIQUE ID NUMBER
45000003946

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 1520474

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.

EFFECTIVE DATE MO. 11 DAY 19 YR. 19

EXPIRATION DATE MO. 11 DAY 18 YR. 21

VILARDO ALEXANDER T
C/O VILARDO ALEXANDER T
199 IRVING TERR
BUFFALO, NY 14223

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. RESIDENTIAL APPRAISER

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

ROSSANA ROSADO
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2021

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 JEREMIAH J SHEEHY Jr 2521 NIAGARA FALLS BLVD AMHERST NY 14228	**CONTACT NAME:** Anne C Pusateri **PHONE (A/C, No, Ext):** 716-691-4600 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED EMMINGER NEWTON PIGEON MAYGAR INC 2440 SHERIDAN DR STE 100 TONAWANDA NY 14150-9416	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A: NATIONWIDE PROPERTY AND CASUALTY INSUF — 37877 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		ACP BPOK 5404800791	03/01/2021	03/01/2022	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 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X					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 $	X					EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Non-owned auto coverage is provided under the above listed business owners policy with limits of $2,000,000 per occurrence and $4,000,000 aggregate. Waiver of subrogation applies per form PB0497.

Town of Amherst is included as an additional Insured. Coverage applies on a Primary and Non-Contributory Basis for all ongoing and completed operations.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Anne C Pusateri

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Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

NYSIF
New York State Insurance Fund

225 OAK STREET, BUFFALO, NEW YORK 14203-1685
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 161283420
EMMINGER, NEWTON, PIGEON & MAGYAR
INC.
2440 SHERIDAN DRIVE SUITE 101
TONAWANDA NY 14150

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
EMMINGER, NEWTON, PIGEON & MAGYAR INC. 2440 SHERIDAN DRIVE SUITE 101 TONAWANDA NY 14150	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B1143 477-6	212760	04/01/2021 TO 04/01/2022	3/11/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1143 477-6, 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 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: 541681918

U-26.3

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

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) EMMINGER NEWTON PIGEON & MAGYAR INC 2440 SHERIDAN DRIVE SUITE 100 TONAWANDA, NY 14150	1b. Business Telephone Number of Insured (716) 674-3360
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. Federal Employer Identification Number of Insured or Social Security Number 161283420
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 **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 2860 20 - 4 3c. Policy effective period 07/01/2020 to 07/01/2021

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/11/2021 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Melissa Jensen, Director of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Certificate Number 633950

Attachment: ENPM CRS (RES-2021-385 : Award RFP #202101 - Real Property Appraisal Services - CRS #2548 & 2551)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23173 **RESOLUTION 2021-386** **ADOPTED**

Extension of Bottled Water Contract - CRS #2563 (Orig. CRS/CMS #1496/1833)

WHEREAS, Bid #2019027 for Bottled Water was awarded to WB Mason by Town Board resolution 2019-788 (CRS/CMS #1496/1833), and allows for two additional two-year extensions; and

WHEREAS, WB Mason has agreed to extend the contract for the first two-year extension period;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with WB Mason for the period July 10, 2021 through July 9, 2023; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the two-year contract extension with WB Mason.

5/03/2021
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

WB Mason Co., Inc. agrees to hold prices and extend the current contract with the Town of Amherst for Bottled Water (Bid #2019027; CRS/CMS ID #1496/1833).

This contract will be extended for a two-year period from July 10, 2021 to July 9, 2023.

SIGNED:

WB Mason Co., Inc.

DATED 4/14/21

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

Attachment: WB Mason signed Ext Agreement (RES-2021-386 : Extension of Bottled Water Contract - CRS #2563 (Orig. CRS/CMS #1496/1833))

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23178 **RESOLUTION 2021-387** **ADOPTED**

Award Bid #2021008 - Sewer Jet Water Tank Coatings - CRS #2565

WHEREAS, the Contract Compliance and Administration Department opened bids on April 1, 2021 for Bid #2021008 Sewer Jet Water Tank Coatings; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Eastern Tank Services; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Eastern Tank Services.

5/03/2021
Consent

FINANCIAL IMPACT:

Account #G9000-4300 - Amount TBD

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

Bid #2021008 Sewer Jet Water Tank Repair & Coating					
		Low Bidder		Eastern Tank	Niagara Coatings
			Vendor Name:		
Item #	QTY	U/M		Unit Price	Unit Price
1	1	EA	2,000 Gallon Tank (Nominal)	$3,567.69	$5,265.00
			Total lump sum cost to abrasive		
2	1	EA	2,300 Gallon Tank (Nominal)	$3,785.14	$5,835.00
			Total lump sum cost to abrasive blast clean interior tank walls & baffles to a near white blast clean, vacuum tank and apply Carboline Plasite 9133 (or equivalent) as per the attached specifications.		
			If an alternative product is being proposed, specifications for that product must be included with your bid.		

Attachment: Bid Analysis Water Tank Coatings (RES-2021-387 : Award Bid #2021008 - Sewer Jet Water Tank Coatings - CRS #2565)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23180 **RESOLUTION 2021-388** **ADOPTED**

Extension of Portable Toilet Contract - CRS #2569 (Original CRS/CMS #2009/2144)

WHEREAS, Bid #2020013 for Portable Toilets was awarded to Modern Disposal Services, Inc. by Town Board resolution 2020-447 (CRS/CMS #2009/2144), and allows for two additional one-year extensions; and

WHEREAS, Modern Disposal Services has agreed to extend the contract for the first one-year extension period;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Modern Disposal Services for the period May 4, 2021 through May 3, 2022; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the one-year contract extension with Modern Disposal Services.

5/03/2021
Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

Modern Disposal Services, Inc. agrees to hold prices and extend the current contract with the Town of Amherst for Portable Toilets (Bid #2020013; CRS/CMS ID #2009/2144).

This contract will be extended for a one-year period from May 4, 2021 to May 3, 2022.

SIGNED:

Modern Disposal Services, Inc.

DATED 15, April 2021

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

Attachment: Modern Extension Agreement (RES-2021-388 : Extension of Portable Toilet Contract - CRS #2569 (Orig CRS/CMS #2009/2144))

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23184 **RESOLUTION 2021-389** **ADOPTED**

Award Bid #2021007 - Pool Chemicals - CRS #2572

WHEREAS, bids were received on March 25, 2021 for Bid #2021007 Pool Chemicals; and

WHEREAS, four (4) bids were received as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Dept. to award this bid to Amrex Chemical Co., Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Amrex Chemical Co., Inc.

5/03/2021
Consent

FINANCIAL IMPACT:

Accounts A7141-4350 & A7146-4350; Amount TBD

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

Bid #2021007 Pool ChemicalsA1:M30A30A1:M31A1:M27A											
		Low Bidder		Riverside Chemical		Chemical Distributors		Bison Laboratories		Amrex Chemical	
			Vendor Name:								
Item #	QTY.	U/M		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	15	DRUM	Hydrochloric (Muriatic) Acid - 140 lb. Drum	$41.30	$619.50	$79.52	$1,192.80	$52.50	$787.50	$39.20	$588.00
1a	0	DRUM	Drum Deposit	$25.00	$0.00	$0.00	$0.00	$25.00	$0.00	$20.00	$0.00
2	10	BOTTLE	Hydrochloric (Muriatic) Acid,	$8.00	$80.00	$14.45	$144.50	$3.50	$35.00	$6.00	$60.00
2a	0	BOTTLE	Bottle Deposit	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	10	BAG	Soda Ash, Dense - 50 lb. Bag	$29.75	$297.50	$19.50	$195.00	$18.00	$180.00	$14.50	$145.00
4	90	DRUM	Sodium Hypochlorite - 55 gallon Drum	$74.23	$6,680.70	$100.37	$9,033.30	$68.20	$6,138.00	$66.00	$5,940.00
4a	0	DRUM	Drum Deposit	$50.00	$0.00	$0.00	$0.00	$50.00	$0.00	$35.00	$0.00
5	10	PAIL	Sodium Hypochlorite - 5 gallon Pail	$15.74	$157.40	$26.13	$261.30	$7.20	$72.00	$6.25	$62.50
5a	0	PAIL	Pail Deposit	$10.00	$0.00	$0.00	$0.00	$8.00	$0.00	$8.00	$0.00
			NET BID		$7,835.10		$10,826.90		$7,212.50		$6,795.50

NOTES:

Bison Laboratories: Item #2 - 6 lb bottle is crossed out and replaced with 1 gallon.

Amrex Chemical: Item #1 - Note 15 gallon delby = 165 lb. Item 1a - Drum Deposit refundable upon return; Item 2 - 1 gallon jug - 10 lbs.

Item #2a - No deposit non-returnable; Item #4a - 55 gallon poly refundable; Item 5a - Poly cube refundable.

Attachment: Bid Tab 2021007 Pool Chemicals (RES-2021-389 : Award Bid #2021007 - Pool Chemicals -

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23203 **RESOLUTION 2021-390** **ADOPTED**

Piggyback on Baltimore County BOE Contract with Finch Services, Inc. - CRS #2577

WHEREAS, the Baltimore County Board of Education has a Grounds Maintenance Equipment contract with Finch Services, Inc. which allows for multi-agency participation, as per section 27 of their solicitation and section 35 of their contract agreement; and

WHEREAS, the Town has the need to purchase such equipment for the Audubon Golf Course, Par 3 and Driving Range;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Town of Amherst Agreement with Finch Services, Inc. for participation in the piggyback contract.

5/03/2021
Consent

FINANCIAL IMPACT:

KP2123-2600 - $42,135.98

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

TOWN OF AMHERST AGREEMENT
PARTICIPATION IN
PIGGYBACK CONTRACT

Let this document stand as an agreement between **Finch Services, Inc.** and the **Town of Amherst**, permitting the Town of Amherst to participate in the Grounds Maintenance Equipment Contract with Finch Services, Inc. under Contract LKO-402-20-002, for the contract term March 2, 2020 through December 31, 2024. The original contract was bid out by the Board of Education of Baltimore County, MD.

Agreed to and Accepted by:

FINCH SERVICES, INC.

By: Ray P. Finch
Signature

RAY P. FINCH
Printed Name

PRESIDENT
Title

Date: 4/23/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Baltimore County BOE Piggyback Agreement - CRS (RES-2021-390 : Piggyback on Baltimore County BOE Contract with Finch

Attachment: Baltimore County BOE Piggyback Agreement - CRS (RES-2021-390 : Piggyback on Baltimore County BOE Contract with Finch

Addendum to Contract VENDOR NOT 0N SITE

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. 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.

5. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. 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.

6. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

7. 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.

8. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

FINCH SERVICES, Inc.
Print Name of Company

By: Ray P. Finch
Signature

RAY P. FINCH
Printed name

Date: 4/23/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: Baltimore County BOE Piggyback Agreement - CRS (RES-2021-390 : Piggyback on Baltimore County BOE Contract with Finch

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BOARD OF EDUCATION OF BALTIMORE COUNTY
Towson, Maryland 21204

CONTRACT AGREEMENT FOR GOODS
LKO-402-20-002
Grounds Maintenance Equipment

1.0 This Agreement is made and entered into by and between the Board of Education of Baltimore County, Maryland on behalf of Baltimore County Public Schools (hereinafter the "Board" or "BCPS") and Finch Services Inc., 11212 York Rd., Hunt Valley, MD 21030, (hereinafter the "Vendor"), which is duly authorized to do business in the State of Maryland. This Agreement is authorized by the Board on the 3rd day of December, 2019 and shall become effective on the last signature date set forth below. In consideration of the mutual premises contained herein, the parties agree as follows:

2.0 Incorporation of Bid Documents

2.1 The terms and conditions set forth in the solicitation documents for "Grounds Maintenance Equipment", (LKO-402-20), which was issued on October 1, 2019 and opened on October 25, 2019, including any Addenda thereto, the bid of the Vendor, and any Purchase Order(s) subsequently issued (collectively, the "Solicitation Documents") are incorporated in this agreement.

2.2 As stipulated within the herein referenced solicitation, Vendor shall provide the Board to provide various types of grounds maintenance equipment on an as-needed basis.

3.0 Order of Precedence

In the event of conflict between this Agreement and the Solicitation Documents, the terms of this Agreement shall govern. If the conflict cannot be resolved by reference to the substantive terms of this Agreement, the parties intend that the following order of precedence shall apply in interpreting their Agreement:

.1 This Agreement;
.2 The BCPS solicitation documents; then
.3 Any BCPS Purchase Order.

4.0 Responsibilities of the Vendor

For the purposes of this contract, the Vendor shall deliver all goods per the requirements set forth in the "Solicitation Documents."

5.0 Compensation

In consideration of the goods to be provided by the Vendor, BCPS shall pay the Vendor in accordance with the pricing set forth in the Vendor's "Price Proposal" response. The Vendor shall be paid only for items that are specifically named in Exhibit A "Vendor's Price Proposal." No additional costs for items will be paid by the Board without prior written consent of the Board.

6.0 Term

6.1 The term of the contract shall commence from the day of signing of the contract after the Board of Education of Baltimore County's approval, and all terms and conditions shall remain in effect through December 31, 2024, subject to earlier termination as provided in this Agreement.

7.0 Billing and Payments

7.1 All invoices are to be submitted to:

Baltimore County Public Schools
Office of Accounting
6901 Charles Street, Building "E"
Towson, MD 21204

7.2 To expedite payment you must follow these guidelines:

7.2.1 All invoices must contain a valid Baltimore County Public Schools' purchase order number and contract number.

7.2.2 Invoices shall be itemized and should fully describe the services provided.

7.2.3 After review and approval, the invoices shall be submitted to the Office of Accounting for payment.

8.0 Taxes

Materials which are incorporated into work under formal or informal contracts are not exempt from the Maryland State Sales or Use Tax. Vendor shall be responsible for paying such taxes when purchasing materials.

9.0 Vendor's Representations and Warranties

The Vendor hereby warrants and represents that the goods provided under this Agreement (1) shall be in accordance with all applicable laws, codes, ordinances and regulations; (2) are new and free from substantial defects in workmanship and materials; and (3) at the time of signing this agreement, Vendor neither knows or has reason to know of the

Attachment: Baltimore County BOE Piggyback Agreement - CRS (RES-2021-390 : Piggyback on Baltimore County BOE Contract with Finch

existence of any outstanding title or claim of title hostile to the rights of BCPS in the goods. Breach of this warranty constitutes a material breach of the Agreement.

10.0 Delivery and Risk of Loss

The goods will be deemed received by BCPS when delivered to BCPS and the method of shipment to be used will be F.O.B. Destination.

11.0 Assignment

The Vendor shall not assign or transfer the Vendor's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

12.0 Delegation of Duties

The Vendor shall not delegate the Vendor's duties under this Agreement without prior written consent of the Board.

13.0 Integration

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

14.0 Fee Prohibition

The Vendor warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement.

15.0 Nondiscrimination

The Vendor agrees that it shall not discriminate on the basis of race, color, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment opportunity or access to program pursuant to this Agreement.

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16.0 Background Investigation

16.1 All Vendor's employees working on BCPS property are required to be fingerprinted by the Maryland Criminal Justice Information System, or by an authorized private provider acceptable to BCPS (BCPS must give authorization in writing). The fingerprint-based background check must be **"for childcare."** The cost will be borne by the award vendor and all records sent directly to BCPS for final review and approval. BCPS reserves the right to reject the Vendor's employees based on information received from said background investigations. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

16.2 Vendor's employees who have unsupervised, uncontrolled or direct access to children or who are assigned duties in a school where unsupervised contact with children is likely are required to have a complete fingerprint-based background check at BCPS's direction, which could include fingerprinting conducted by its in-house fingerprint vendor or at a site chosen by BCPS. The cost will be borne by the award vendor and all records will remain in the custody of BCPS. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

17.0 Employment of Child Sex Offenders and Persons with Uncontrolled Access to Students

17.1 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, "[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding $5,000 or both." If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the *Annotated Code of Maryland*, is employed by the Vendor, the Vendor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in immediate Termination for Cause.

17.2 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Vendor and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if

Attachment: Baltimore County BOE Piggyback Agreement - CRS (RES-2021-390 : Piggyback on Baltimore County BOE Contract with Finch

that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

18.0 Financial Disclosure

The Vendor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached $200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

19.0 Political Contribution Disclosure

The Vendor shall comply with the provisions of the Election Law Article §§14-104 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate $200,000 or more, shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of $500 to a candidate for elective office in any primary or general election, as required by §14-104.

20.0 Retention of Records

The Vendor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by BCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of BCPS or designed, at all reasonable times.

21.0 Compliance with Specifications

21.1 The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.

21.2 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

21.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Vendor shall call the attention of the applicable BCPS designee(s) to such conflict for a decision before proceeding with any work.

Attachment: Baltimore County BOE Piggyback Agreement - CRS (RES-2021-390 : Piggyback on Baltimore County BOE Contract with Finch

22.0 Liability for Loss of Data

In the event of loss of any data or record necessary for the performance of this Agreement where such loss is due to gross negligence of the Vendor, the Vendor shall be responsible, irrespective of the cost to the Vendor, for the re-creation of such lost data or records. BCPS shall be the sole judge as to whether the lost records have been re-created accurately and completely.

23.0 Delays, Extensions of Time

23.1 The Vendor agrees to perform all work and provide all supplies or materials, in accordance with all the sections of this Agreement in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the contract. The Vendor acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is BCPS. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Vendor before the extension and/or change takes place and approved in writing by BCPS.

23.2 Delays by the Vendor causing the completion of Projects to extend past the Commencement Date will not change the Commencement Date for Performance guarantee purposes.

24.0 Annulments and Reservations

24.1 BCPS may conduct any necessary investigation to determine the ability of the Vendor to perform the work, and the Vendor shall furnish to the BCPS all such information and data requested. BCPS reserves the right to reject any contract if the evidence submitted by the Vendor or investigation of such Vendor fails to satisfy BCPS that such Vendor is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements.

24.2 BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS work that is inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Vendor.

24.2.1 Should the Vendor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserve the right to purchase these

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in the open market, or to complete the required work and receive liquidated damages as specified in this document.

24.2.2 Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserve the right to withdraw these from the operation of this contract without incurring further liabilities.

24.3 BCPS reserves the right to issue Blanket Purchase Orders to encumber, i.e. make available without obligating to spend, certain monies for Vendor's goods. The Blanket Purchase Order dollar value does not in any way represent a guarantee of potential contracts, jobs, work assignments or monies during the course of the contract. The allocation of funds is at the discretion of BCPS.

25.0 Termination

25.1 Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to the Vendor. BCPS shall pay for all of the purchases, if any incurred up to the date of the termination notice.

25.2 Termination for Default: When the Vendor has not performed or has in the sole opinion of the Board unsatisfactorily performed the contract, payment shall be withheld at the discretion of BCPS. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred by Vendor up to the date of termination.

25.3 Termination for Convenience: BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the Vendor. BCPS shall pay all reasonable costs incurred by the Vendor up to the date of termination. The Vendor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. The Vendor agrees that the Vendor does not have a right to termination for convenience.

26.0 Independent Vendor

The Vendor shall be considered an independent Vendor and not an employee of the Board. The Vendor shall be responsible for the reporting and remittance of all state and federal taxes as an independent Vendor, including without limitation, FICA and state and federal unemployment taxes. As the Vendor shall not be deemed a Board employee, it is understood and acknowledged that the Vendor shall not be entitled to Board employee

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benefits, including but not limited to, retirement and health insurance, and the Vendor expressly disclaims any right or entitlement thereto. If the Vendor is an employer, it warrants that it has and will continue to carry at all times under this Agreement workmen's compensation meeting the minimum coverage requirements under Maryland law.

27.0 Insurance

27.1 In the event the Vendor, as part of the award is responsible for installation and/or product demonstration, the Vendor will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the Vendor and are under their control and direction. The Vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.

27.2 The Vendor shall also maintain Employer's Liability Insurance with a limit of at least $100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.

27.3 Prior to the commencement of any work, or at any time during the term of this Agreement, the Vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the Vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the Vendor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.

27.4 All required insurers allowed to do business in the State of Maryland and acceptable to the Board must underwrite insurance coverage. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Chesapeake Employers Insurance Company.

28.0 Indemnification

The Vendor will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) under the terms of this contract.

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29.0 Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed to have been given when: it has been placed in the hands of the addressee, or it has been placed in the U.S. Mail, postage prepaid, certified and return receipt requested.

To the Board:
Manager, Office of Purchasing
Baltimore County Public Schools
6901 Charles Street, Building E
Towson, MD 21204

To the Vendor:
Finch Services Inc.
Ray Finch
11212 York Rd
Hunt Valley, MD 21030
pschultheis@finchinc.com

30.0 Governing Law and Venue

This Agreement is subject to and will be construed and interpreted under the laws of the State of Maryland. All lawsuits arising out of this Agreement must be filed in the appropriate state court located in Baltimore County, Maryland.

31.0 Waiver of Jury Trial

The Vendor and Board hereby waive trial by jury in any action or proceeding to which the Board and/or the Vendor are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the Board and the Vendor and the Board and the Vendor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The Board and the Vendor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

32.0 Confidential Information/Proprietary Rights

The term "confidential information" shall include all non-public documentation and information disclosed to the Vendor in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. The Vendor hereby agrees to maintain all such confidential information in trust and confidence and agrees not to disclose such information to any person, firm, corporation, or entity during or after the term of this Agreement. The Vendor further agrees that all

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work product generated as a result of this Agreement shall be the sole and exclusive property of the Board.

33.0 Drug, Tobacco, and Alcohol

All BCPS properties are "drug, tobacco, and alcohol free zones" as designated by local and state laws. Neither the Vendor nor any of his employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol product on school property. Use or possession of such items on school properties will result in immediate termination of the contract. Upon termination of the contract, the Vendor will be paid for all services performed to date but will not be paid for any lost profit or anticipated profits due to termination of the contract. The Vendor will also be removed from all bids with BCPS for a period of time not to exceed two years and BCPS will provide an "unsatisfactory" reference when inquiries are made.

34.0 Conflict of Interest, Lobbying, and Ethics Review Panel

34.1 Conflict of Interest. The Vendor represents and warrants that there exists no actual or potential conflict of interest between the Vendor's performance under this Agreement and the Vendor's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Vendor shall immediately advise the Board thereof.

34.2 In accordance with §5-815 through §5-820 of the General Provisions Article of the *Annotated Code of Maryland*, the Board of Education of Baltimore County has promulgated Ethics Policies which cover conflict of interest, financial disclosure and lobbying. All Vendors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.

34.3 All Vendors should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.

34.4 All Vendors are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

35.0 Multi-Agency Participation

35.1 BCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts,

Attachment: Baltimore County BOE Piggyback Agreement - CRS (RES-2021-390 : Piggyback on Baltimore County BOE Contract with Finch

intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/Vendor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

35.2 Each participating jurisdiction or agency shall enter into its own contract with the Award Vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Vendor. BCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

36.0 Non-hiring of Employees by Vendor or BCPS

36.1 No employee of the BCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the BCPS or any unit thereof.

36.2 No employee of the Vendor or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Vendor or any unit thereof.

37.0 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion

37.1 Vendor certifies, by the signing of this contract, that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local government department or agency.

37.2 Where Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this contract as Exhibit B.

38.0 Severability

Should any part, term or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions here of shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

Attachment: Baltimore County BOE Piggyback Agreement - CRS (RES-2021-390 : Piggyback on Baltimore County BOE Contract with Finch

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date set forth below.

Accepted by:

Finch Services Inc.

Ray P. Finch
Signature

Witness
Controller

Ray P. Finch President
Name/Title

1/9/20
Date

Accepted by:

BOARD OF EDUCATION OF BALTIMORE COUNTY

Kathleen S. Causey 3/2/20
Kathleen S. Causey Date
Chair
Board of Education of Baltimore County

Darryl L. Williams 3/2/20
Darryl L. Williams, Ed.D. Date
Superintendent
Baltimore County Public Schools

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized
Superintendent and Chair of the Board
of Education of Baltimore County)

OFFICE OF LAW
*Approval of Legal Form and Sufficiency
Does not Convey Approval or Disapproval
Of the Substantive Nature of this Transaction.
Approval is Based Upon Typeset Document-
All Modifications Require Re-Approval.

Attachment: Baltimore County BOE Piggyback Agreement - CRS (RES-2021-390 : Piggyback on Baltimore County BOE Contract with Finch

Exhibit A

SOLICITATION NUMBER: LKO-402-20

PRICE PROPOSAL PAGE

ITEM GROUP	MANUFACTURER	BID
Group 1: Mowing Equipment (Ex: Wide area mowers, trim mowers, Sports turf mowers, landscape mowers, Zero turn mowers)	DIAMOND MOWERS, INC.	5 % off list
	PROGRESSIVE TURF	5 % off list
	LASTEC	5 % off listt
	HONDA	5 % off listt
Group 2: Utility Vehicles	--	% off list
Group 3: Spraying Equipment	SDI	5 % off list
Group 4: Debris Equipment (Ex: Blowers, sweepers and vacs)	BUFFALO TURBINE	5 % off list
	AGRIMETAL	5 % off list
	BILLY GOAT	5 % off list
Group 5: Turf Cultivation Equipment (Ex: Aerators, dethatchers, seeders, Topdressers)	TURFCO	5 % off list
	LELY TURF PRODUCTS	5 % off list
	SALSCO	5 % off list
	RYAN	5 % off list
Group 6: Irrigation Products	--	% off list
Group 7: Miscellaneous Attachments (Ex: Augers, backhoes, buckets, cement bowls, Hydraulic breakers, forks, grading equipment, Snow throwers, stump grinders, tillers, cultivators, Trenchers, plows and boring, artificial turf Maintenance Equipment)	PALADIN	5 % off list
	SEAGO INTERNATIONAL	5 % off list
Group 8: Portable Power Equipment (Ex: Line trimmers, hedge trimmers, extended Reach products, blowers (hand held), edgers, Chain saws, multipurpose saws, generators, pumps)	STIHL	10 % off list
	HONDA	10 % off list
Group 9: Compact Tractors (18- to 48-hp)	VENTRAC	7 % off list
Group 10: Utility Tractors (44- to 89-hp)		% off list
Group 11: Skid Steers		% off list
Group 12: Loader/Backhoe (65- to 85-hp. Full sized, rubber tires)		% off list
Group 13: Excavators		% off list
Group 14: Other Power Equipment (Ex: aerial work platforms, scissor lifts, rollers) Chipper, stump grinder, infield maintenance tractor)	BERNHARD & COMPANY	5 % off list
Hourly Service Fee	$92.00	per hour

Ray P Amch 10/22/19
(Signature of Bidder) (Date)

FORM OF PROPOSAL

Revised 07/5/19

Attachment: Baltimore County BOE Piggyback Agreement - CRS (RES-2021-390 : Piggyback on Baltimore County BOE Contract with Finch

SOLICITATION NUMBER: LKO-402-20

PRICE PROPOSAL PAGE – PERCENT OFF LIST - SUB-GROUP

Group # and Group Name: _____

Manufacturer: _____

Sub-Group "A" Description: _____ _____%off list

Sub-Group "B" Description: _____ _____%off list

Sub-Group "C" Description: _____ _____%off list

Sub-Group "D" Description: _____ _____%off list

Sub-Group "E" Description: _____ _____%off list

Sub-Group "F" Description: _____ _____%off list

Sub-Group "G" Description: _____ _____%off list

Sub-Group "H" Description: _____ _____%off list

Sub-Group "I" Description: _____ _____%off list

Sub-Group "J" Description: _____ _____%off list

Sub-Group "K" Description: _____ _____%off list

Sub-Group "L" Description: _____ _____%off list

Sub-Group "M" Description: _____ _____%off list

Note: The intent of this form is to provide bidders with a vehicle for offering Sub-Group "percentage off list" for each manufacturer. Please make copies of this page as required and return with bid. Bidders must submit a separate "Sub-Group Price Proposal" page for each Group and Manufacturer, as applicable.

Example: For "Group #1 Mowing Equipment", the manufacturer you represent does not provide a discount structure that is inclusive of all mowing equipment. Instead, the manufacturer provides a discount structure for separate subgroups of mowers (i.e. Walk behind mowers; Wide area mowers; Landscape mowers). Bidder would complete the form as follows:

Group # and Group Name: "Group #1, Mowing Equipment"

Manufacturer: "Toro"

Sub-Group "A" Description: "Walk behind mowers" 50" %off list

Ray L. Finch 10/22/19

(Signature of Bidder) (Date)

Attachment: Baltimore County BOE Piggyback Agreement - CRS (RES-2021-390 : Piggyback on Baltimore County BOE Contract with Finch

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23204 **RESOLUTION 2021-391** **ADOPTED**

Piggyback on Fairfax County VA Contract with Finch Services, Inc. - CRS #2578

WHEREAS, Fairfax County VA has a Grounds Maintenance Equipment, Parts and Repair Services contract with Finch Services, Inc., which allows for use of the contract by other public bodies, as per section 22 of their Invitation for Bid; and

WHEREAS, the Town has the need to purchase such equipment for the Audubon Golf Course, Par 3 and Driving Range;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Town of Amherst Agreement with Finch Services, Inc. for participation in the piggyback contract.

5/03/2021
Consent

FINANCIAL IMPACT:

KP2123-2600 - $16,620.25

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

TOWN OF AMHERST AGREEMENT
PARTICIPATION IN
PIGGYBACK CONTRACT

Let this document stand as an agreement between **Finch Services, Inc.** and the **Town of Amherst**, permitting the Town of Amherst to participate in the Grounds Maintenance: Equipment, Parts and Repair Services Contract with Finch Services, Inc. under Contract 4400009291, for the contract term August 12, 2019 through July 31, 2024. The original contract was bid out by the County of Fairfax, VA.

Agreed to and Accepted by:

FINCH SERVICES, INC.

By: Ray P. Finch
Signature

RAY P. FINCH
Printed Name

PRESIDENT
Title

Date: 4/23/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Fairfax County VA Piggyback Agreement - CRS (RES-2021-391 : Piggyback on Fairfax County VA Contract with Finch Services,

Attachment: Fairfax County VA Piggyback Agreement - CRS (RES-2021-391 : Piggyback on Fairfax County VA Contract with Finch Services,

Addendum to Contract VENDOR NOT 0N SITE

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. 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.

5. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. 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.

6. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

7. 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.

8. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

FINCH SERVICES, Inc.
Print Name of Company

By: Ray P. Finch
Signature

RAY P. FINCH
Printed name

Date: 4/23/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: Fairfax County VA Piggyback Agreement - CRS (RES-2021-391 : Piggyback on Fairfax County VA Contract with Finch Services,

County of Fairfax, Virginia

NOTICE OF AWARD

Date of Award: AUG 1 2 2019

CONTRACT TITLE:	Grounds Maintenance: Equipment, Parts and Repair Services
SOLICITATION NUMBER:	IFB 2000002811
CONTRACT NUMBER:	See below
NIGP CODE:	93446
CONTRACT PERIOD:	Date of Award through July 31, 2024
PRICING:	See Attached Pricing Schedule
DELIVERY:	FOB Destination
PAYMENT	Net 30

CONTRACTOR: **Turf Equipment and Supply Co. Inc.**
8015 Dorsey Run Road
Jessup, MD 20794

SUPPLIER CODE: **10000011777**

CONTRACT NUMBER: **4400009285**

Contact: Phyllis Viola
Telephone: 800-827-3711
E-mail: phyllisviola@turf-equipment.com

Items Awarded: See attached Pricing Schedule

CONTRACTOR: **Kohler Equipment, Inc.**
15865 Commerce Court
Upper Marlboro, MD 20774

SUPPLIER CODE **1000008335**

CONTRACT NUMBER: **4400009286**

Contact: Dave Gray
Telephone: 703-327-6911
E-mail: dave@kohlerequipment.com

Items Awarded: See attached Pricing Schedule

CONTRACTOR: **Gambrills Equipment**
8001 Quarterfield Rd
Severn, MD 21144

SUPPLIER CODE **1500070481**

CONTRACT NUMBER: **4400009288**

Contact: Jim Nolan
Telephone: 301-674-0968
E-mail: jim.nolan@sawdocmd.com

Items Awarded: See attached Pricing Schedule

Department of Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035
Website: www.fairfaxcounty.gov/procurement/
Phone: 703-324-3206, **TTY:** 711, **Fax:** 703-324-3681

Attachment: Fairfax County VA Notice of Award Grounds Maintenance Equipment (RES-2021-391 : Piggyback on Fairfax County VA Contract

CONTRACTOR: **New Virginia Tractor, LLC**
12524 James Madison Hwy
Orange, VA 22960

SUPPLIER CODE: 1000011538

CONTRACT NUMBER: 4400009290

Contact: Glen Orrison
Telephone: 703-366-3880
E-mail: glenorrison@vatractor.com

Items Awarded: See attached Pricing Schedule

CONTRACTOR: **Finch Services, Inc.**
1127 Littlestown Pike
Westminster, MD 21157

SUPPLIER CODE: 1000027955

CONTRACT NUMBER: 4400009291

Contact: Josh Berman
Telephone: 410-259-6433
E-mail: jberman@finchinc.com

Items Awarded: See attached Pricing Schedule

CONTRACTOR: **Virginia Outdoor Power Equip Co. Inc**
8524 Lee Hwy
Fairfax, VA 22031

SUPPLIER CODE: 1000010390

CONTRACT NUMBER: 4400009292

Contact: James Vogt
Telephone: 571-308-4741
E-mail: info@vopec.com

Items Awarded: See attached Pricing Schedule

DPMM CONTACT: Bushra Mirza, Contract Specialist
Telephone: (703) 324-3212
E-mail: Bushra.Mirza@fairfaxcounty.gov

ORDERING INSTRUCTIONS:
Any County Department may enter into FOCUS (County and Schools Procurement System) a purchase order indicating the item/service required, the quantity, the payment terms and the delivery date. The purchase order must be annotated with the contract number. Requests exceeding the small purchase threshold will be routed to DPMM and a purchase order will be executed.

Bushra Mirza
Contract Specialist

DISTRIBUTION:
Dept. of Finance – Accounts Payable/e
Park Authority – Christina Hokenson/e
DPMM, Supplier Diversity – Chris McGough/e
Contract Specialist, Bushra Mirza
Assistant Contract Specialist – Team 2

Attachment: Fairfax County VA Notice of Award Grounds Maintenance Equipment (RES-2021-391 : Piggyback on Fairfax County VA Contract

Pricing Schedule

Part 1					
Line Item	BRAND NAME	Equipment - % Discount	LABOR RATE- for repairs at Vendor's shop	PARTS - Manufacturer's List Price/Retail Price Sheet Less:	Contractor Name Contract Number
1 - 3	AERA-VATOR	5%	$180.00	5%	Turf Equipment & Supply Co. Inc. 4400009285
4 - 6	AGRIMETAL	5%	$130.00	3%	Finch Services, Inc. 4400009291
7 - 9	BOBCAT	NO AWARD			
10 - 12	CLUBCAR	NO AWARD			
13 - 15	CUSHMAN	NO AWARD			
16 - 18	ECHO	22%	$60.00	12%	Kohler Equipment Inc. 4400009286
19 - 21	EZ GO	NO AWARD			
22 - 24	EXMARK	35%	$65.00	22%	Gambrills Equipment 4400009288
25 - 27	SMITHCO	NO AWARD			
28 - 30	JOHN DEERE COMMERCIAL	13%	$83.50	16%	Virginia Tractor 4400009290
31 - 33	FIRST PRODUCT	5%	$180.00	5%	Turf Equipment & Supply Co. Inc. 4400009285
34 - 36	JOHN DEERE GOLF	15%	$130.00	3%	Finch Services, Inc. 4400009291
37 - 39	LAND PRIDE	NO AWARD			
40 - 42	KUBOTA	NO AWARD			
43 - 45	LELY	5%	$130.00	3%	Finch Services, Inc. 4400009291
46 - 48	PROGRESSIVE	5%	$130.00	3%	Finch Services, Inc. 4400009291
49 - 51	MASSEY FERGUSON	NO AWARD			
52 - 54	REDEXIM	5%	$130.00	3%	Finch Services, Inc. 4400009291
55 - 57	RYAN	28%	$65.00	24%	Gambrills Equipment 4400009288
58 - 60	SDI	5%	$130.00	3%	Finch Services, Inc. 4400009291
61 - 63	TORO	21%	$180.00	5%	Turf Equipment & Supply Co. Inc. 4400009285
64 - 66	STIHL	22%	$60.00	12%	Kohler Equipment Inc. 4400009286
67 - 69	WOODS	NO AWARD			
70 - 72	VENTRAC	7%	$130.00	3%	Finch Services, Inc. 4400009291

Attachment: Fairfax County VA Notice of Award Grounds Maintenance Equipment (RES-2021-391 : Piggyback on Fairfax County VA Contract

Pricing Schedule

Part 1 - CONTINUED					
Line Item	BRAND NAME	Equipment - % Discount	LABOR RATE- for repairs at Vendor's shop	PARTS - Manufacturer's List Price/Retail Price Sheet Less:	Contractor Name Contract Number
73 - 75	BUFFALO TURBINE	5%	$130.00	3%	Finch Services, Inc. 4400009291
76 - 78	DAKOTA	5%	$130.00	3%	Finch Services, Inc. 4400009291
79 - 81	Wiedenmann	5%	$130.00	3%	Finch Services, Inc. 4400009291
84-86	HUSTLER	30%	$89.00	30%	Virginia Outdoor Power Equip Co Inc. 4400009292

PART 2 Labor Rates		
Line Item	Labor Rate for repairs at County's Site	Contractor Name Contract Number
82	$180.00	Turf Equipment & Supply Co. Inc. 4400009285
82	$140.00	Finch Services, Inc. 4400009291
82	N/A	Kohler Equipment Inc. 4400009286
82	$75	Gambrills Equipment 4400009288
82	$83.50	Virginia Tractor 4400009290
82	NO BID	Virginia Outdoor Power Equip Co Inc. 4400009292

PART 2 Attachment Discounts			
Line Item	Manufacturer	Attachment Discount (%)	Contractor Name Contract Number
83	First Products	5%	Turf Equipment & Supply Co. Inc. 4400009285
83	Toro	21%	
83	Echo	20%	Kohler Equipment Inc. 4400009286
83	Stihl	20%	
83	Exmark	18%	Gambrills Equipment 4400009288
83	Ryan	15%	
83	Deere	13%	Virginia Tractor 4400009290
83	Hustler	30%	Virginia Outdoor Power Equip Co Inc. 4400009292

Attachment: Fairfax County VA Notice of Award Grounds Maintenance Equipment (RES-2021-391 : Piggyback on Fairfax County VA Contract

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23205 **RESOLUTION 2021-392** **ADOPTED**

Authorize Lease Agreement with VGM Financial Services for Lease of Golf Carts - CRS #2583

WHEREAS, the lease of golf carts, a range car and a utility car through Club Car was authorized on April 5, 2021 by Town Board resolution 2021-341; and

WHEREAS, a used range car was purchased by Amherst Golf, LLC, and that lease is no longer required; and

WHEREAS, an additional agreement with the leasing company is required for the lease of this equipment, in addition to the agreement with Club Car;

NOW, THEREFORE, BE IT RESOLVED, the Supervisor is authorized to sign the lease agreement with VGM Financial Services for the lease of sixty (60) golf carts and one (1) utility car for the 2021-2026 golf seasons (34 payments); and

BE IT FURTHER RESOLVED, that approval is pending the successful completion of the contract routing system due to the need to enter into a lease as soon as possible, as golf carts are currently being rented on a month-to-month basis; and

BE IT FURTHER RESOLVED, that the terms of the attached lease agreement are subject to review and modification by the Town Attorney.

5/03/2021
Consent

FINANCIAL IMPACT:

A7250-4110; 2021 - $21,644.75 plus $250.00; 2022-2026 - $32,467.14 annually.

Cost will be part of Amherst Golf LLC operations and incorporated into the monthly financial statements from Indigo/Antares.

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

LEASE AGREEMENT
(EQUIPMENT RENTAL)

This "Lease": **Lease Agreement Number 004-0616897-100 Dated April 15, 2021**
"Lessee"
Town of Amherst, 5583 Main Street, Williamsville, NY 14221
Fax: E-mail:
"Lessor"
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926
Fax:**319-833-4577** E-mail:**customerservice@financediv.com**

Number of Rental Payments	Rental Payments	Advances
64	A monthly payment of $5,411.19 (the "Standard Payment") is due each May, June, July, August, September and October until a total of 34 Standard Payments have been made. A payment of $0.00 is due each November, December, January, February, March and April. The Total Number of Payments includes both the Standard Payment Months and the $0 Payment Months. The first due date for a "Standard Payment" will be determined by Lessor based on the date it pays the Equipment supplier. (Plus any applicable taxes)	First: $5,411.19 Last: $0.00 Total: $5,411.19

EQUIPMENT LOCATION & DESCRIPTION:	MAXIMUM HOURS:
475 Maple Road, Williamsville, NY 14221: (60) 2021 Club Car Tempo Gas Golf Cars & (1) 2021 Club Car Carryall 300 Gas Utility Vehicle together with any and all attachments and accessories included thereto	N/A

TERMS AND CONDITIONS --READ CAREFULLY BEFORE SIGNING

1. **RENTAL:** Lessor rents to Lessee and Lessee rents from Lessor the equipment, furniture, fixtures, machinery, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described above and in any schedule made a part hereof, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, "Equipment"), upon the terms and conditions set forth herein. The parties intend this Lease to be governed by Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may contact the Equipment supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies.
2. **PAYMENTS:** Other than as set forth in a rider hereto, rental payments are due monthly, beginning the date designated by Lessor and continuing on the same day of each month thereafter for the number of payments shown above. Lessor may change the payment by not more than 10% in the event of price changes, changed order, etc. Security deposit is refundable upon expiration of this Lease provided all terms and conditions of this Lease have been fulfilled. Security deposit and payments may be commingled and do not earn interest.
3. **EQUIPMENT ACCEPTANCE:** Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Upon Lessor's acceptance of this Lease, THIS LEASE SHALL BE NON-CANCELABLE, and Lessee's obligations hereunder shall not abate for any reason.
4. **DISCLAIMER OF WARRANTIES:** THE EQUIPMENT IS BEING RENTED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT **LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE.** No broker, equipment supplier, or other person (other than an employee of Lessor) is an agent of Lessor.
5. **GOVERNING LAW; VENUE OF LITIGATION: THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BUT THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING CONFLICTS LAWS). TO THE EXENT PERMITTED BY LAW, LESSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.**
6. **SECURITY AGREEMENT:** In the event this Lease is determined to be governed by Article 9 of the UCC, Lessee hereby grants Lessor a security interest in all Equipment financed by or rented from Lessor, of any kind or nature whatsoever, wherever located, whether now owned or hereafter acquired, and all returns, repossessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof, to secure all present and future obligations of Lessee to Lessor, of every type and description and howsoever evidenced. This Lease shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee.

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7. **APPOINTMENT OF ATTORNEY IN FACT:** Lessee authorizes Lessor, its successors and assigns to cause this Lease, or any other document(s) showing the interest of Lessor, including but not limited to UCC financing statements, to be authenticated and filed or recorded. In addition, Lessee appoints Lessor, its successors and assigns, as Lessee's attorney-in-fact (1) to arrange for property damage coverage under a policy of insurance and to transmit Lessee's premium payments to the insurer on behalf of Lessee, (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of, and/or application of proceeds from any policy of insurance, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. Lessee authorizes Lessor to make non-substantive changes hereto, including but not limited to Lessee's legal name. These appointments and authorizations shall be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries.
8. **UNCONDITIONAL OBLIGATION:** Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee no longer can use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.
9. **USE:** Lessee agrees that the Equipment will be used for business purposes only and such use shall be in compliance with all applicable laws. Lessee shall maintain the Equipment in good repair and working order at Lessee's sole expense.
10. **TAXES:** Lessee agrees to pay all taxes, fees, and governmental charges related to this Lease, which during the term of this Lease or at any time thereafter may be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Lease.
11. **INDEMNITY:** To the extent permitted by law, Lessor is not responsible for any losses or injuries caused by the Equipment, and Lessee agrees to indemnify Lessor with respect to all claims for losses imposed on, incurred by, or asserted against Lessor, including attorneys' fees and expenses plus interest, where such claims in any way relate to the Equipment, whether or not caused in whole or in part by the negligence of Lessee. Further, Lessee shall, if requested by Lessor, defend Lessor against any claims for losses or injuries caused by the Equipment, including but not limited to any claim arising out of strict liability in tort. This provision shall survive the cancellation, termination or expiration of this Lease.
12. **INSURANCE:** Lessee shall keep the Equipment insured against loss for not less than its replacement cost or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and shall carry public liability insurance, both personal injury and property damage. Lessee shall name Lessor as an additional insured and as loss payee. If Lessee fails to procure insurance, Lessor may obtain same and pay the amount due thereon. Lessee shall reimburse Lessor upon demand and, if required by Lessor, shall pay interest on such sums due and owing at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. With respect to any policy obtained by Lessor, Lessor may charge a monthly administrative fee. Any insurance proceeds received with respect to the Equipment will be applied, at the option of Lessor, to repair, restore, or replace the Equipment, or to pay Lessor the remaining balance and any other amounts payable hereunder.
13. **LATE CHARGES:** If Lessee is delinquent in paying any sum due, Lessee shall pay a charge to offset collection expenses on such delinquent payment of $25.00 or an amount of up to ten percent (10%) of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law. In addition, Lessor will impose a surcharge of up to $30 or the maximum allowed under applicable law for any dishonored payment.
14. **DEFAULT:** Any of the following constitute default: (1) Lessee fails to pay any sum due Lessor; (2) Lessee fails to observe or perform any other term of this Lease; (3) Lessee encumbers or disposes of the Equipment without Lessor's written consent; (4) The filing by or against Lessee or any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business of going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection herewith proves to have been materially misleading; (7) Lessee is in default under any other contract or agreement with Lessor; (8) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor related to this Lease.
15. **REMEDIES:** Upon an occurrence of default, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing in the current fiscal year under this Lease or any schedule hereto, (2) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (3) Cancel or terminate this Lease or any other agreement between Lessee and Lessor; (4) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (5) Charge Lessee for any other amounts provided for in this Lease. In addition, Lessor may use any other remedies available to it under applicable law. These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of Lessor's other rights and remedies, Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If appropriate in the circumstances, remedies will include those available under Article 9 of the UCC.
16. **ASSIGNMENT:** Lessee may not sublet, lend, assign, or pledge this Lease, the Equipment, or any interest in either, or permit any lien or security interest thereon. Any and all of Lessor's interest and rights in the Equipment and under this Lease may be assigned, pledged, or otherwise disposed of, without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Lessee will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Any assignment of this Lease by Lessee, whether or not permitted by Lessor, shall not release Lessee from its obligations hereunder.
17. **RETURN OF EQUIPMENT:** At the end of the original term of this Lease, or if this Lease is terminated under Section 19, Lessee must return the Equipment at its own expense, to Lessor or to a third-party designated by Lessor, and as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowling damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings;

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All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular piece of Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Equipment for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the Equipment's "Anticipated Residual Value" as determined by Lessor's books as of the date of this Lease. Return Condition Standards applicable when the Equipment is Golf Cars. The Return Condition Standards for golf cars are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value. Failure to do so, and at Lessor's sole discretion, is a default under this Lease, and in all cases will result in automatic conversion of this Lease to a month-to-month rental agreement on the same terms. Conversion to a month-to-month rental agreement shall not operate to waive any of Lessor's rights herein.

18. **REPRESENTATIONS AND WARRANTIES:** Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.
19. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under this Lease as of the effective date of such termination, Lessee may terminate this Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under this Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of the original term of this Lease as permitted under the terms of this Lease or as set forth herein or in any schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in this Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under this Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of this Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.
20. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS:** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity

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and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

21. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY):** At the end of the original term of the Lease, Lessee shall remit to Lessor $5.00 per hour on each piece of Equipment that has hourly use in excess of the maximum hours as indicated above. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of a particular item of Equipment shall be determined by the hour meter attached to said Equipment, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of such Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment. If this Lease terminates or is cancelled prior to the end of the original term of the Lease, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or original term of the Lease, as applicable.
22. **LESSEE WAIVERS:** To the extent permitted by law, Lessee waives all rights and remedies against Lessor provided by Article 2A or Article 9 of the UCC or other applicable law, including but not limited to any right which requires Lessor to sell, lease, or otherwise use any Equipment to reduce Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Any action against Lessor for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay, or failure to deliver the Equipment.
23. **GENERAL**: This Lease may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Lease and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Lease shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this Lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. If Lessor permit Lessee to deliver this Lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's electronic or "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's electronic or "wet ink" signature shall limit or modify the representations and agreements set forth above. This Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. This Lease represents the entire agreement between the parties, superseding all prior or contemporaneous negotiations, discussions, understandings, or agreements pertaining to the subject matter hereof. This Lease shall not be modified without Lessor's written consent. If any provision of this Lease is deemed unenforceable, then such provision shall be deemed deleted and all other provisions of this Lease shall remain in full force and effect. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Leseee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee agrees that Lessor may receive from and disclose to other persons, including credit reporting agencies and respective equipment vendors and suppliers, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Lessor complies with Sections 326 of the USA PATRIOT Act. This law mandates that Lessor verify certain information about Lessee while processing account applications. This Lease shall not be deemed terminated until Lessee has fulfilled all obligations herein. Time is of the essence for all purposes of this Lease. Wherever the name VGM Financial Services is used in the Agreement or any document relating to this Agreement, said name refers to VGM Financial Services, a division of TCF National Bank.

ADDITIONAL TERMS AND CONDITIONS

Lessee acknowledges having read the terms and conditions printed above, and unconditionally agrees to same. Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment vendor/manufacturer.

Lessor:	VGM Financial Services, a division of TCF National Bank	By: _____	Title: _____
Lessee:	Town of Amherst	By: _____	Print Name: _____
			Title: _____

THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSO

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Financial SERVICES

NEW YORK ADDENDUM
004-0616897-100 DATED AS OF April 15, 2021

LESSOR: **VGM Financial Services, a division of TCF National Bank**

LESSEE: **Town of Amherst**

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Lease Agreement (Equipment Rental) No. 004-0616897-100 (together with all Exhibits and Attachments and this Addendum, the "Lease"). Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. **Section 2** of the Lease is hereby amended by adding the following sentence:

   "The total of all periodic Rental Payments that include both principal and interest components made by Lessee during each year throughout the term of the Lease shall be substantially level or falling."

2. **Section 16** of the Lease is hereby deleted and the following **Section 16** is hereby inserted in lieu thereof:

   "16. **ASSIGNMENT**. LESSEE AGREES NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. Lessor, with Lessee's prior written consent, which will not be unreasonably withheld, may sell, assign or transfer this Lease and, if Lessor does, the new owner will have the same rights and benefits, but not the obligations, that Lessor will now have. The rights of the new owner will not be subjected to any claims, counterclaims, defenses or set-offs that Lessee may have against Lessor. No assignment will be effective until Lessee has received written notice from the assignor of the name and address of the assignee. Lessee or Lessee's agent will maintain a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended."

3. **Section 18** of the Lease is hereby deleted and the following **Section 18** is hereby inserted in lieu thereof:

   "**18. REPRESENTATIONS AND WARRANTIES.** Lessee warrants and represents as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of Lessee's State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of Lessee's obligations hereunder; (b) Lessee has duly authorized the execution and delivery of this Lease by proper action by Lessee's governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) Lessee has complied with such public bidding requirements as are applicable to this Lease and the acquisition by Lessee of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Lease or in connection with the carrying out of Lessee's obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year and to meet Lessee's other obligations under this Lease during the current budget year, and those funds have not been expended for other purposes; (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by this Lease or Lessor's interest in the Equipment; (h) the Equipment is new and is essential to Lessee's functions or to the services Lessee provides to Lessee's citizens, Lessee has an immediate need for the Equipment and expect to make immediate use of the Equipment, Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish in the foreseeable future, and the Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person; (i) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (j) the execution and delivery of this Lease by Lessee will not cause Lessee to exceed the indebtedness limitations set forth in N.Y. Gen. Mun. Law § 109-b.6(c); and (k) *If Lessee is a City, County or School District*, the authorization for this Lease to finance the Equipment to be leased, acquired and financed under this Lease is not required by law to be subject to (1) a permissive or mandatory referendum, (2) a supermajority vote of Lessee's governing body or (3) if this Lease has a maturity not less than a specified minimum period, a referendum. *If Lessee is a Fire District*, the authorization for this Lease to finance the

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NEW YORK ADDENDUM
004-0616897-100 DATED AS OF April 15, 2021

Equipment to be leased, acquired and financed under this Lease is required by law to be subject to a mandatory referendum. The necessary referendum has been approved by the voters of Town of Amherst in accordance with New York law.

4. **Section 19** of the Lease is hereby deleted and the following **Section 19** is hereby inserted in lieu thereof:

"19. **NONAPPROPRIATION.** This Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of this Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies. This Lease is not Lessee's general obligation. Neither Lessee's full faith and credit nor Lessee's taxing power are pledged to the payment of any amount due or to become due under this Lease. It is understood that neither this Lease nor any representation of any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose this Lease.

Should Lessee fail to appropriate monies to pay Rental Payments under this Lease following the then current initial term or any renewal term, this Lease will be deemed terminated at the end of the then current initial term or renewal term, as applicable. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current term, but failure to give such notice will not extend the term beyond such term. If this Lease is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations to be specified by Lessor."

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

Lessor:	VGM Financial Services, a division of TCF National Bank	By: _____	Title: _____
Lessee:	Town of Amherst	By: _____	Print Name: _____
			Title: _____

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OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: Town of Amherst
5583 Main Street,
Williamsville, NY 14221

Lessor: VGM Financial Services, a division of TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Re: Contract 004-0616897-100, dated as of April 15, 2021, by and between Town of Amherst and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of New York (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____.

2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.

3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

Attachment: VGM Financial Services Lease Agreement (RES-2021-392 : Authorize Lease Agreement with VGM Financial Services for Lease of

RESOLUTION
LEASE NO. 004-0616897-100
DATED AS OF APRIL 15, 2021

A resolution authorizing the negotiation, execution, and delivery of Lease No. **004-0616897-100** dated **April 15, 2021** (the "Lease"), between **Town of Amherst, 5583 Main Street, Williamsville, NY 14221** and **VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926**; and prescribing other details in connection therewith.

WHEREAS, Town of Amherst, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of New York; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, VGM Financial Services, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF Town of Amherst:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee , is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of New York**.**

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this _____ day of _____, 20____.

_____
Signature of Clerk, Secretary or Assistant Secretary

_____
Printed Name of Clerk, Secretary or Assistant Secretary

CERTIFICATE OF INCUMBENCY
LEASE NO. 004-0616897-100
DATED AS OF April 15, 2021

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of Town of Amherst (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of New York, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this _____ day of _____, 20____.

Signed:_____

Title:_____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.

Attachment: VGM Financial Services Lease Agreement (RES-2021-392 : Authorize Lease Agreement with VGM Financial Services for Lease of

Financial SERVICES

11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

Insurance Certificate Request

To	To Whom It May Concern	**From**	Marisa Meyers
Company		**Fax**	(866) 465-3149
Fax		**Phone**	(800) 215-4738 x
Phone		**Email**	mmeyers@financediv.com
Subject	**INSURANCE CERTIFICATE REQUEST**	**Date**	April 15, 2021

Message:

Our mutual customer, Town of Amherst, is leasing equipment through VGM Financial Services, a division of TCF National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. **INSURED:** Town of Amherst, 5583 Main Street, Williamsville, NY 14221

2. **COVERAGES:**
   - Liability Insurance – Minimum $1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements.
     - Policy Number
     - Policy Effective Date & Policy Expiration Date
   - Property Damage – Cost: $289,459.90 or ACV
     - Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed $10,000 or 10% of Total Cost)
     - Policy Number
     - Policy Effective Date & Policy Expiration Date

3. **DESCRIPTION OF EQUIPMENT:**
   (1) 2021 Club Car Carryall 300 Gas Utility Vehicle together with any and all attachments and accessories included thereto
   Or reference: "Leased Equipment on TCF Contract Number 004-0616897-100", if the description is too long

4. **TCF National Bank, its successors and assigns** needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to mmeyers@financediv.com or fax to (866) 465-3149. Thank you!

Marisa Meyers
Lead Sales Support Specialist
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS INFORMATION IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED AND YOU ARE DIRECTED TO DESTROY IT. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CONTACT US IMMEDIATELY BY TELEPHONE AT 800-442-7811.

Attachment: VGM Financial Services Lease Agreement (RES-2021-392 : Authorize Lease Agreement with VGM Financial Services for Lease of

Financial SERVICES

Invoice

Date of Invoice: 04/15/2021
Application Number: 443672
Contract Number: 004-0616897-100

To: Town of Amherst
5583 Main Street
Williamsville, NY 14221

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	$5,411.19	$0.00		$5,411.19
Last Payment in Advance	$0.00	$0.00		$0.00
			$0.00	$0.00
			Sub Total	**$5,411.19**

Other Fees/Charges

Fee Description	Amount
Documentation Fee	$250.00
Other Fees/Charges Sub Total	**$250.00**

Invoice Total Due

Invoice Total Due	**$5,661.19**

Remit Payment with Completed Documents to:

866-465-3149
OR
VGM Financial Services, a division of TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926

Attachment: VGM Financial Services Lease Agreement (RES-2021-392 : Authorize Lease Agreement with VGM Financial Services for Lease of

AC 946 (Rev. 3/99)

TO BE RETAINED BY VENDOR AS EVIDENCE OF EXEMPT SALE

TAX EXEMPTION CERTIFICATE

STATE OF NEW YORK
For use only by Employees of the State of New York or its political subdivisions.

Date .....

Name of Person or Firm Furnishing Services and/or Materials

Address

This is to certify that **I** am an employee of the State of New York or one of its political subdivisions; that the services or materials purchased on the date set forth below will be paid for by the State or a political subdivision; and that such charges are incurred in the performance of my official duties.

Nature of Transactions _____

Dates of Transactions _____

State Dept., Agency or Political Subdivision _____

Signature of Employee

Title

NOTE: A separate exemption certificate is required from each person claiming exemption.

AC 946 (Rev. 3/99)

TO BE RETAINED BY VENDOR AS EVIDENCE OF EXEMPT SALE

TAX EXEMPTION CERTIFICATE

STATE OF NEW YORK
For use only by Employees of the State of New York or its political subdivisions.

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Dates of Transactions _____

State Dept., Agency or Political Subdivision _____

Signature of Employee

Title

NOTE: A separate exemption certificate is required from each person claiming exemption.

AC 946 (Rev. 3/99)

TO BE RETAINED BY VENDOR AS EVIDENCE OF EXEMPT SALE

TAX EXEMPTION CERTIFICATE

STATE OF NEW YORK
For use only by Employees of the State of New York or its political subdivisions.

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Nature of Transactions _____

Dates of Transactions _____

State Dept., Agency or Political Subdivision _____

Signature of Employee

Title

NOTE: A separate exemption certificate is required from each person claiming exemption.

Attachment: VGM Financial Services Lease Agreement (RES-2021-392 : Authorize Lease Agreement with VGM Financial Services for Lease of

Delivery and Acceptance

"Lessee"
Town of Amherst, 5583 Main Street, Williamsville, NY 14221
"Lessor"
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease **004-0616897-100** dated **April 15, 2021** (the "Lease")**.**

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: Town of Amherst By: _____ Title:_____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.

Attachment: VGM Financial Services Lease Agreement (RES-2021-392 : Authorize Lease Agreement with VGM Financial Services for Lease of

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23223 **RESOLUTION 2021-393** **ADOPTED**

Lab Testing Services Contract Extension CRS No. 2571

The Engineering Department, Water Pollution Control Facility (WPCF) is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with ALS Group USA Corp. The terms and conditions within Town of Amherst Bid 2019001/2018051 Lab Testing Services shall remain the same. This extension would run from date of execution by the Town of Amherst through April 11, 2023.

This request has successfully completed the contract review process.

Funds for this request are available in G9916-4860 and G9999-4110.

Thank you for considering this request.

5/03/2021
Consent

FINANCIAL IMPACT:

TBD; G9916-4860 & G9999-4110

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

AGREEMENT

Let this document stand as an Agreement between ALS Group USA, Corp. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with ALS Group USA, Corp. to provide laboratory testing services as requested. 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 2018051 Laboratory Testing Services shall remain the same. The term of this contract extension will be from date of execution by the Town of Amherst through April 11, 2023.

Agreed to and Accepted by:

ALS GROUP USA, CORP.

By: _____
Signature

Michael Chevalier
Printed name

Laboratory Director
Title

Date: 4/20/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: ALS agreement (RES-2021-393 : Lab Testing Services Contract Extension)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23224 **RESOLUTION 2021-394** **ADOPTED**

License Agreement - Wright Water Engineers CRS No. 2573

Kindly adopt a resolution requesting the Town Board authorize the Supervisor to execute the attached License Agreement with Wright Water Engineers from May 3, 2021 through and including May 3, 2023. A detailed explanation for the purpose of the field visit is attached.

There is no cost associated with the signing of the License Agreement.

This request has successfully completed the contract review process.

Thank you for considering this request.

5/03/2021
Consent

FINANCIAL IMPACT:

n/a

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

LICENSE AGREEMENT

1.) THIS AGREEMENT, made this 3rd day of May 2021, by and between the Town of Amherst, a municipal corporation existing under the 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 Wright Water Engineers, Inc., 2490 W. 26th Avenue, Suite 100A, Denver, Colorado 80211, Parties of the Second Part, also referred to as "Contractor(s)."

2.) Whereas, the Parties of the Second Part have contracted to act as consultants to agency(ies) of the United States government and wish to conduct site work as outlined in Exhibit "A' attached hereto and made a part hereof.

3.) Whereas, the Town and the Contractor(s) desire to enter into a License Agreement for two (2) years to perform site work as outlined in Exhibit "A" attached hereto and made a part hereof.

4.) The Town of Amherst hereby grants a license for the Contractor(s) to enter the aforementioned property to conduct the work outlined in Exhibit "A" to the extent that the Town of Amherst has any easement or other ownership interest in such property. This license shall begin May 3, 2021 and will expire two (2) years from that date, specifically May 3, 2023.

5.) Contractor(s) shall indemnify and hold the Town of Amherst, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town of Amherst, its officers, agents, and/or employees, arising from the negligence, active or passive, of Contractor(s), its officers, agents, subcontractors, and/or employees.

6.) Contractor(s) shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town of Amherst.

(a) Compensation Insurance: Contractor(s) shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor(s) shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it 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:

(i) General and professional (if applicable) liability insurance 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.

Attachment: WWE Signed License Agreement (RES-2021-394 : License Agreement - Wright Water Engineers)

(ii) Contractor(s) shall ensure all its subcontractors, if any, have obtained all the above insurances.

(iii) Contractor(s) shall furnish proof of the above insurances, including subcontractors' insurances, to the Town of Amherst.

(c) 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, but no later than three (3) days after the date of such accident.

7.) 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.

8.) This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

9.) Each and every provision of law and clause required by law to be inserted in this contract 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 contract shall be physically amended forthwith to make such insertion.

Agreed to and Accepted by:

Wright Water Engineers, Inc.

By: _____
Signature

Jonathan Jones, CEO
Printed name

Date: April 21, 2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: WWE Signed License Agreement (RES-2021-394 : License Agreement - Wright Water Engineers)

WWE
Wright Water Engineers, Inc.
2490 W. 26th Ave., Ste. 100A
Denver, CO 80211
(303) 480-1700 TEL
(303) 480-1020 FAX

www.wrightwater.com
e-mail: wwe@wrightwater.com

April 19, 2021

Dear Town of Amherst Town Board,

We are writing to provide an explanation for the purpose and our intended activities for a field visit we plan to conduct on May 12-14, 2021 to the Town of Amherst land along Millersport Highway that was formerly the Nike Missile Base (accessed via Town Road 4845). We have been conducting an engineering evaluation of the hydrology of the Millersport Highway ditches and the Acquest Transit site for the U.S. Department of Justice and the U.S. Environmental Protection Agency. Our involvement on this case began in 2011 and over the past 10 years has included several field visits to the area as well as the deployment of equipment for monitoring rain as well as ditch flows on the Town of Amherst property.

The trial for this case, and the culmination of the engineering and field work we have done in the area, is occurring this fall. We hope to visit the site to make any final hydrologic observations, take any remaining photos, and give those members of our team who have not seen the site an opportunity to see and observe it for themselves. Among our project team to visit the site will be staff from our company (Wright Water Engineers), attorneys for the U.S. Department of Justice, and other consulting experts who have conducted complementary analysis of the Acquest Transit site for this project.

Our planned activities on site will include:

- Parking on site,
- Making visual observations of the site's topography and drainage patterns, vegetation, and overall current condition, and
- Making visual observations of conditions on neighboring properties.

Our visit to the site will also be helpful in pointing out specific onsite locations, such as where a rain gage was deployed in the past and where flow measurements were taken, to people who were not involved in the project when these instruments were initially deployed.

In our experience, there is no replacement for being able to observe on the ground conditions and discuss as a team various physical characteristics in the field. We have greatly appreciated the Town of Amherst's willingness to allow us on the site in the past and the valuable information that has provided to us, and we are eager to be back in person and see the field conditions of the area again. Please reach out if you would like further information or if we can answer any questions you may have.

Sincerely,

WRIGHT WATER ENGINEERS, INC.

By _____ Haley Rogers

Jonathan Jones
Chief Executive Officer

Haley Rogers
Water Resources Engineer

Attachment: WWE Letter to Town of Amherst Town Board_4-19-21 (RES-2021-394 : License Agreement - Wright Water Engineers)

Attachment: Attachment A_Site Map (RES-2021-394 : License Agreement - Wright Water Engineers)

WRIGHT WATER ENGINEERS, INC.
2490 W 26TH AVE 100A
DENVER, CO. 80211
(303) 480-1700

TOWN OF AMHERST, NEW YORK

ATTACHMENT A: WWE'S 2021 PROPOSED SITE VISIT LOCATIONS

INITIAL DRAFT • NOT FOR OUTSIDE RELEASE

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W E
S

0 50 100 Fe

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23225 **RESOLUTION 2021-395** **ADOPTED**

Travel Request Grade 4 Management Course

The Engineering Department is requesting approval to send one (1) employee to attend the Grade 4 Management course which is scheduled to be held at the Environmental Training Center at Morrisville State College in Morrisville, NY in September 2021.

The total cost for the employee is estimated to be $1,397.61 which includes registration, hotel stay, tolls and per diems.

Funding for this request is available in accounts G9916-4040 and G9916-4850.

Thank you for considering this request.

5/03/2021
Consent

FINANCIAL IMPACT:

G9916-4040 & G9916-4850; $1,397.61

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

Revised 2/12/2020

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
9/14/2021	9/18/2021	Environmental Training Center, Morrisville, NY	Grade 4 Management

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.575			
Tolls	$18.30	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
4 # nights @ $ 149.00	$596.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $ 55.00			
1st & Last Day of Travel @ 75%	$41.25	G9916-4040	
3 # Breakfasts @ $ 13.00	$39.00	G9916-4040	
3 # Lunches @ $ 14.00	$42.00	G9916-4040	
3 # Dinners @ $ 23.00	$69.00	G9916-4040	
3 # Incidentals @ $ 5.00	$15.00	G9916-4040	
Registration/Conference Fee	$450.00	G9916-4850	
Other			
Subtotal	$1,270.55		N/A
Contingency - 10% of subtotal or $200	$127.06		N/A
TOTAL	$1,397.61		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & 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

Attachment: Grade 4 Management Travel Info (RES-2021-395 : Travel Request)

ETC Environmental Training Center
Morrisville State College (/)

Grade 4 Management

Dates

- Sep 15 - 17, 2021

Description

This 18-hour course is designed and approved by the New York State Department of Environmental Conservation to prepare those persons wishing to attain the highest level of Wastewater Operator Certification. This course is a mixture of lecture and classroom interactive activities. All other requirements for certification must be met prior to taking this course. The textbook for the course is Manage for Success, by the University of California at Sacramento. The book is available directly from the Morrisville State College Bookstore. It can be ordered in advance by calling (315) 684-6073 or can be purchased when you arrive on campus for the course.

Topics covered during this course include:

Grant Management Skills
Contract Management Skills
Budgeting and Financial Skills
Regulatory Knowledge
Political Relations
Media Relation Skills
Public Education Programs
Public Speaking

Prerequisites

none

Price

$450

Register for courses (/courses/register.aspx?categoryId=1)

Contact Us

Environmental Training Center
Morrisville State College
Crawford Hall, 3rd Floor
Morrisville, NY 13408

Phone: 315-684-6082
Fax: 315-684-6609

Facebook (https://www.facebook.com/EnvironmentalTrainingCenter) **Twitter** (https://twitter.com/etcmorrisville)

Attachment: Grade 4 Management Travel Info (RES-2021-395 : Travel Request)

Russell, Crystal

From: Burroughs, Jeffrey
Sent: Monday, April 19, 2021 12:27 PM
To: Russell, Crystal; Willert, Don
Subject: RE: 4A school

I want him using a town vehicle.

Jeffrey S. Burroughs, PE
Town Engineer
Town of Amherst Engineering Department
1100 North Forest Road
Williamsville, NY 14221

(P) (716) 631-7154 Ext. 7418
(F) (716) 631-7222

From: Russell, Crystal
Sent: Monday, April 19, 2021 11:12 AM
To: Burroughs, Jeffrey; Willert, Don
Subject: RE: 4A school

Don/Jeff,

Will Kyle be using a Town Vehicle or will we be reimbursing mileage?

Thank you,

Crystal Russell
Town of Amherst, WPCF, Accounts Payable
455 Tonawanda Creek Road
Amherst, NY 14228
P: 716.691.9771 ext. 8010
F: 716.691.4496
crussell@amherst.ny.us

From: Burroughs, Jeffrey
Sent: Wednesday, April 14, 2021 2:27 PM
To: Willert, Don <dwillert@amherst.ny.us>
Cc: Russell, Crystal <crussell@amherst.ny.us>
Subject: RE: 4A school

Go ahead.

Jeffrey S. Burroughs, PE
Town Engineer
Town of Amherst Engineering Department
1100 North Forest Road
Williamsville, NY 14221

Attachment: Grade 4 Management Travel Info (RES-2021-395 : Travel Request)

(P) (716) 631-7154 Ext. 7418
(F) (716) 631-7222

From: Willert, Don
Sent: Wednesday, April 14, 2021 2:23 PM
To: Burroughs, Jeffrey
Cc: Russell, Crystal
Subject: 4A school

Hi Jeff,

Grade 4 Management school is being offered at Morrisville Sept. 15-17th, 2021. Kyle Bennette has requested permission to attend this school. I believe the cost is $450. Plus food, lodging, etc. Because there is a demand for this class we will need to have him sign up sooner than later. There are three openings as of yesterday. I will plan on having Kyle attend this class as we are in need of 4A operators. Please let me know if you have any other thoughts.

Thank you,

dw

Donald Willert
Process Supervisor

Attachment: Grade 4 Management Travel Info (RES-2021-395 : Travel Request)

An official website of the United States government

GSA U.S. General Services Administration

FY 2021 Per Diem Rates for ZIP 13346

I'm interested in:

Lodging by month (excluding taxes) | October 2020 - September 2021

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

Primary Destination	County	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	$96	$96	$96	$96	$96	$96	$96	$96	$96	$96	$96	$96

Meals & Incidentals (M&IE) Breakdown

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Standard Rate	Applies for all locations without specified rates	$55	$13	$14	$23	$5	$41.25

I'm interested in:

Last Reviewed: 2020-01-10

Attachment: Grade 4 Management Travel Info (RES-2021-395 : Travel Request)

Thruway Authority

*TOK

Toll and Distance Calculator

Tolls from
Exit 49 - (I-90 - NYS Thruway) - Depew - Lockport - NY Route 78
to
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	OUT OF STATE E-ZPASS TOLLS	TOLLS BY MAIL
Exit 49 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	$1.73	$1.99	$2.25
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.72	$0.83	$0.94
Exit 46 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	$0.51	$0.59	$0.67
Exit 45 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	$0.17	$0.20	$0.22
Exit 44 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	$2.57	$2.96	$3.35
Exit 39 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	$0.30	$0.34	$0.38
Exit 36 (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	$0.18	$0.21	$0.23
Exit 35 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	$0.11	$0.12	$0.14
Exit 34A (I-90 - NYS Thruway) --> Exit 34 (I-90 - NYS Thruway)	$0.67	$0.78	$0.88
Total	**$6.96**	**$8.02**	**$9.06**
NY E-ZPASS CUSTOMERS WILL SAVE $2.10. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY			

* **Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 155.8 miles

Calculate return tolls for Canastota - Oneida - Chittenango - NY Route 13 to Depew - Lockport - NY Route 78

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366
Clifton Springs Service Area	Milepost 337
Port Byron Service Area	Milepost 310
DeWitt Service Area	Milepost 280

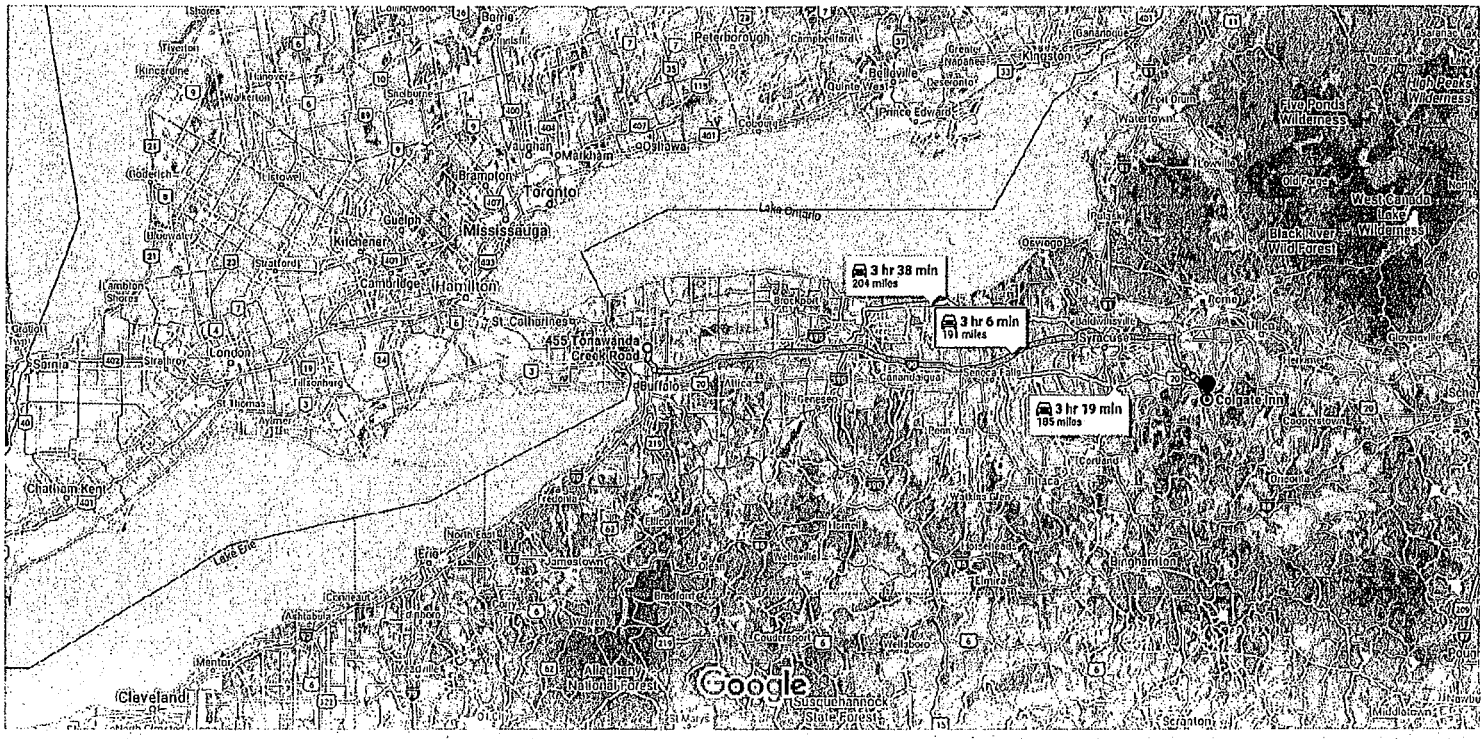
Calculate Another Trip Back

Attachment: Grade 4 Management Travel Info (RES-2021-395 : Travel Request)

* TO *

12.K.3.a

Google Maps 455 Tonawanda Creek Road, Buffalo, NY to Colgate Inn Drive 191 miles, 3 hr 6 min



Map data ©2021 Google 20 mi

via I-90 E 3 hr 6 min

Fastest route, the usual traffic 191 miles

⚠ This route has tolls.

⚠ This route has restricted usage or private roads.

via I-90 E and US-20 E 3 hr 19 min

185 miles

via NY-104 E and I-90 E 3 hr 38 min

204 miles

Explore Colgate Inn

Restaurants Hotels Gas stations Parking Lots More

Attachment: Grade 4 Management Travel Info (RES-2021-395 : Travel Request)

*From X

Thruway Authority

Toll and Distance Calculator

Tolls from
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13
to
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	OUT OF STATE E-ZPASS TOLLS	TOLLS BY MAIL
Exit 34 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	$0.67	$0.78	$0.88
Exit 34A (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	$0.11	$0.12	$0.14
Exit 35 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	$0.18	$0.21	$0.23
Exit 36 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	$0.30	$0.34	$0.38
Exit 39 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	$2.57	$2.96	$3.35
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Exit 45 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.51	$0.59	$0.67
Exit 46 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	$0.72	$0.83	$0.94
Exit 47 (I-90 - NYS Thruway) --> Williamsville Highway Gantry	$1.87	$2.15	$2.43
Total	**$7.10**	**$8.18**	**$9.24**
NY E-ZPASS CUSTOMERS WILL SAVE $2.14. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY			

*** Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 158.8 miles

Calculate return tolls for Niagara Falls - I-290 to Canastota - Oneida - Chittenango - NY Route 13

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Chittenango Service Area	Milepost 266
Warners Service Area	Milepost 292
Junius Ponds Service Area	Milepost 324
Seneca Service Area	Milepost 350
Ontario Service Area	Milepost 376
Clarence Service Area	Milepost 412

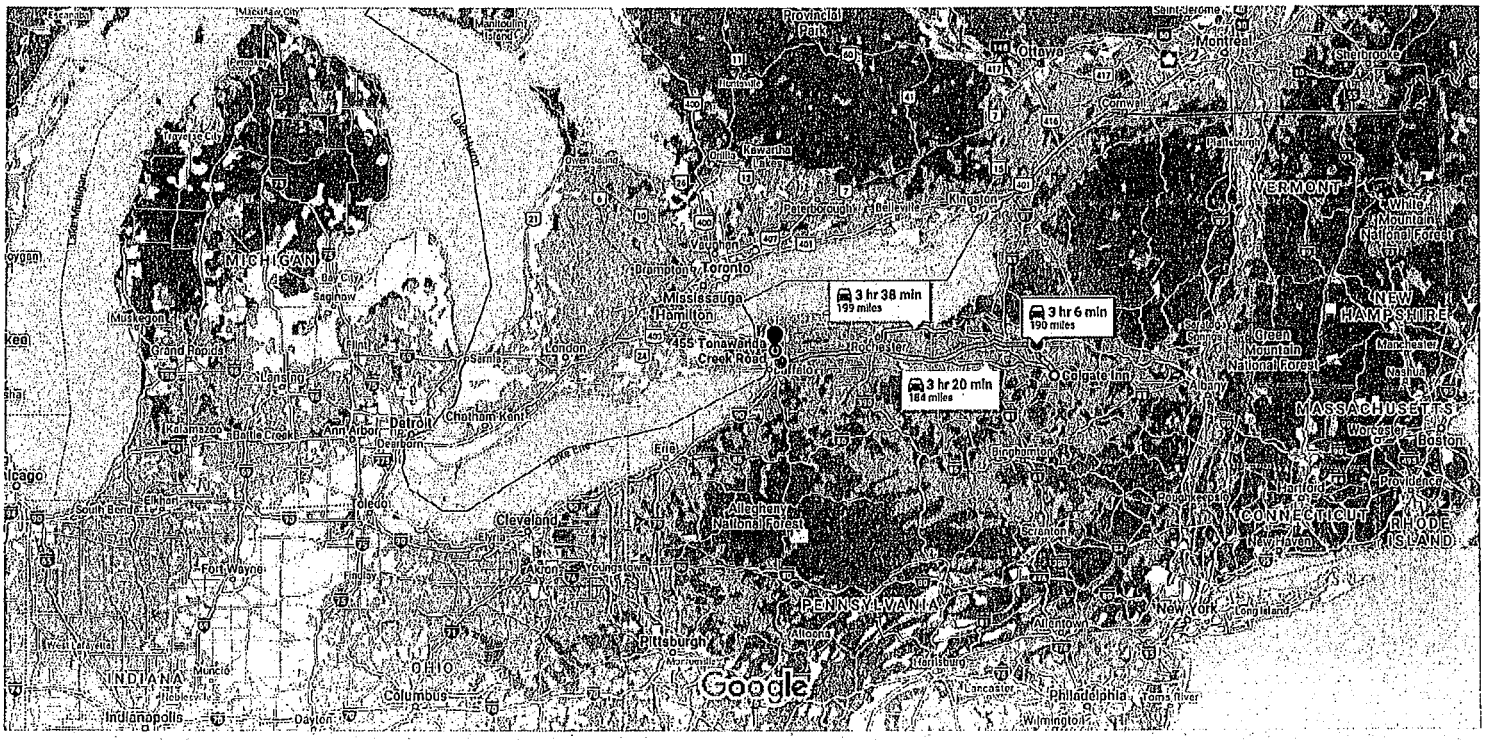
Calculate Another Trip Back

Attachment: Grade 4 Management Travel Info (RES-2021-395 : Travel Request)

12.K.3.a

* From *

Google Maps Colgate Inn to 455 Tonawanda Creek Road, Buffalo, NY Drive 190 miles, 3 hr 6 min



Map data ©2021 Google 50 mi

via I-90 W 3 hr 6 min
Fastest route, the usual traffic 190 miles
⚠ This route has tolls.
⚠ This route has restricted usage or private roads.

via US-20 W and I-90 W 3 hr 20 min
184 miles

via NY-370 W and I-90 W 3 hr 38 min
199 miles

Explore 455 Tonawanda Creek Rd

Restaurants Hotels Gas stations Parking Lots More

Attachment: Grade 4 Management Travel Info (RES-2021-395 : Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23226 **RESOLUTION 2021-396** **ADOPTED**

Capital Improvement Program Amendments Audubon Library Expansion

The Engineering Department is recommending amendment of the 2021-2026 and the 2022-2027 Capital Improvement Programs for the above project in the amounts shown in the table below. These amendments will allocate adequate funding to award and construct the above referenced project.

CIP No.	Project Description	Current CIP Allocation	Amended Allocation
L-1 (2021)	Audubon Library Expansion	$0	$2,500,000 (2021)
L-1 (2022)	Audubon Library Expansion	$2,100,000	$0 (2022)
	Total	**$2,100,000**	**$2,500,000**

Please approve amendment of the 2021-2026 and 2022-2027 Capital Improvement Programs and allocate funding as shown above.

5/03/2021
Consent

FINANCIAL IMPACT:

CIP No.	Project Description	Current CIPAllocation	Amended Allocation
L-1 (2021)	Audubon Library Expansion	$0	$2,500,000 (2021)
L-1 (2022)	Audubon Library Expansion	$2,100,000	$0 (2022)
Total	$2,100,000	$2,500,000	

RESULT:	**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: 05/03/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23227 **RESOLUTION 2021-397** **ADOPTED**

Youngs Road Pump Station and Wayne & Irwin Pump Station Improvements - Change Order No. 1 CRS No. 2579

We are requesting the Town Board approve the above referenced Change Order, which calls for a $7,006.41 increase in the contract price. The project's revised contract price will be $558,346.41. This change order will cover the costs associated with the Contractor supplying and installing a concrete platform for the 6' diameter riser section over the existing wet well. These items were not included in the original bid scope, but are necessary for completing all the improvements to the wet well at the Wayne & Irwin Pump Station.

Funding for this request is available from bond account KP1623-4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

5/03/2021
Consent

FINANCIAL IMPACT:

$7,006.41; KP1623-4972

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

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: **# 1**

DATE: 4-20-21

Youngs Road Pump Station and Wayne & Irwin Pump Station Improvements

Project No. **2016.002C**

TO CONTRACTOR: *(Name and address)*

Kandey Company, Inc.
19 Ransier Drive
West Seneca, NY 14224

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Install 2' thick concrete platform for 6'-0" dia. Riser section over existing wet well.
2. Dowel in #5 rebar into side every 1'-0".
3. Install additional 72" x 2'-0" riser section.
4. All other terms and conditions remain the same.

Kandey Co. Cost Proposal	$14,006.41
Contract Allowance	($7,000.00)
Change Order #1 Total Cost	$7,006.41

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 551,340.00
The net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 551,340.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 7,006.41
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 558,346.41
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*)
Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, PC	Kandey Company., Inc.	Town of Amherst
ADDRESS: Centerpointe Corporate Park 375 Essjay Road, Suite 200 Williamsville, NY 14221	ADDRESS: 19 Ransier Drive West Seneca, NY 14224	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: Change Order #1 Form - Kandey Co (#2016.002C) (RES-2021-397 : Youngs Road Pump Station and Wayne & Irwin Pump Station

KANDEY CO. INC.
19 Ransier Drive • West Seneca, NY 14225
(716) 675-7245 • Fax: (716) 675-4957

FORCE ACCOUNT WORK REPORT

Project Name: Wayne/Irwin & Youngs Rd Pump Stations **Contract #** **Date** 03/05/21

Owners Name / Contact: Town of Amherst **Job #** K2016 **Extra#** 3

Address: **City** **State** **Zip**

You are hereby authorized to perform the additional work specifically described which is over and above contract price.
Description of Work: Additional work installing 2' thick concrete platform for 6'-0" dia. riser section over existing wet well. Dowel in #5 rebar into side every 12'-0" around existing wetwell. Install additional 72" x 2'-0" riser section

		Hours Worked			Billing Rate			
Trade	Employee Name	Reg.	1.5	2	Reg.	1.5	2	Extension
LAB	Laborer	16	0	0	$70.96	$ 93.07	$ 115.17	$ 1,135.36
L/F	Labor Foreman	16	0	0	$75.38	$ 99.70	$ 124.01	$ 1,206.08
Oper	Operator	16	0	0	$88.81	$138.24	$ 187.66	$ 1,420.96
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -
		0	0	0	$ -	$ -	$ -	$ -

	Hours Worked			Billing Rate			
Subcontractor	Reg.	1.5	2	Reg.	1.5	2	Extension
Hourly Trucking	8			92.00			$ 736.00
	0			0.00			$ -
	0			0.00			$ -
				Subcontractors Subtotal			$ 736.00

MATERIALS AND SUPPLIES			
QTY.	DESCRIPTION	Unit Price	Extension
1	Ea - 72" dia. x 2.5' Precast Concrete Wet Well Riser Section	$ 554.00	$ 554.00
13	Ea - #5 Rebar Dowels	$ 2.00	$ 26.00
5	CY - 4000psi Concrete	$ 150.00	$ 750.00
5	Ea - 3/4" Sheeting	$ 90.00	$ 450.00
6	Ea - 2 x 4 x 8 Studs	$ 10.00	$ 60.00
2	Ea - Tubes Epoxy Adhesive	$ 26.00	$ 52.00
12	Ea - Concrete Blocks 4" x 8" x 16"	$ 3.25	$ 39.00
2	Ea - Fabrication of Top Rail Bracket Extensions	$ 250.00	$ 500.00
		$ -	$ -

	Total Charges	
	Total Equipment	$ 4,719.04
	Total Material	$ 2,431.00
	Total Labor	$ 3,762.40
		$ -
	Subtotal	**$ 10,912.44**
	Applicable Sales Tax	$ -
20.00%	OH & P	$ 2,182.49
5.00%	Subcontractors Total & Mark Up	$ 772.80
1.00%	Bond.	$ 138.68
	OCIP Insur.	$ -
	Total AWA Sales Price	**$ 14,006.41**

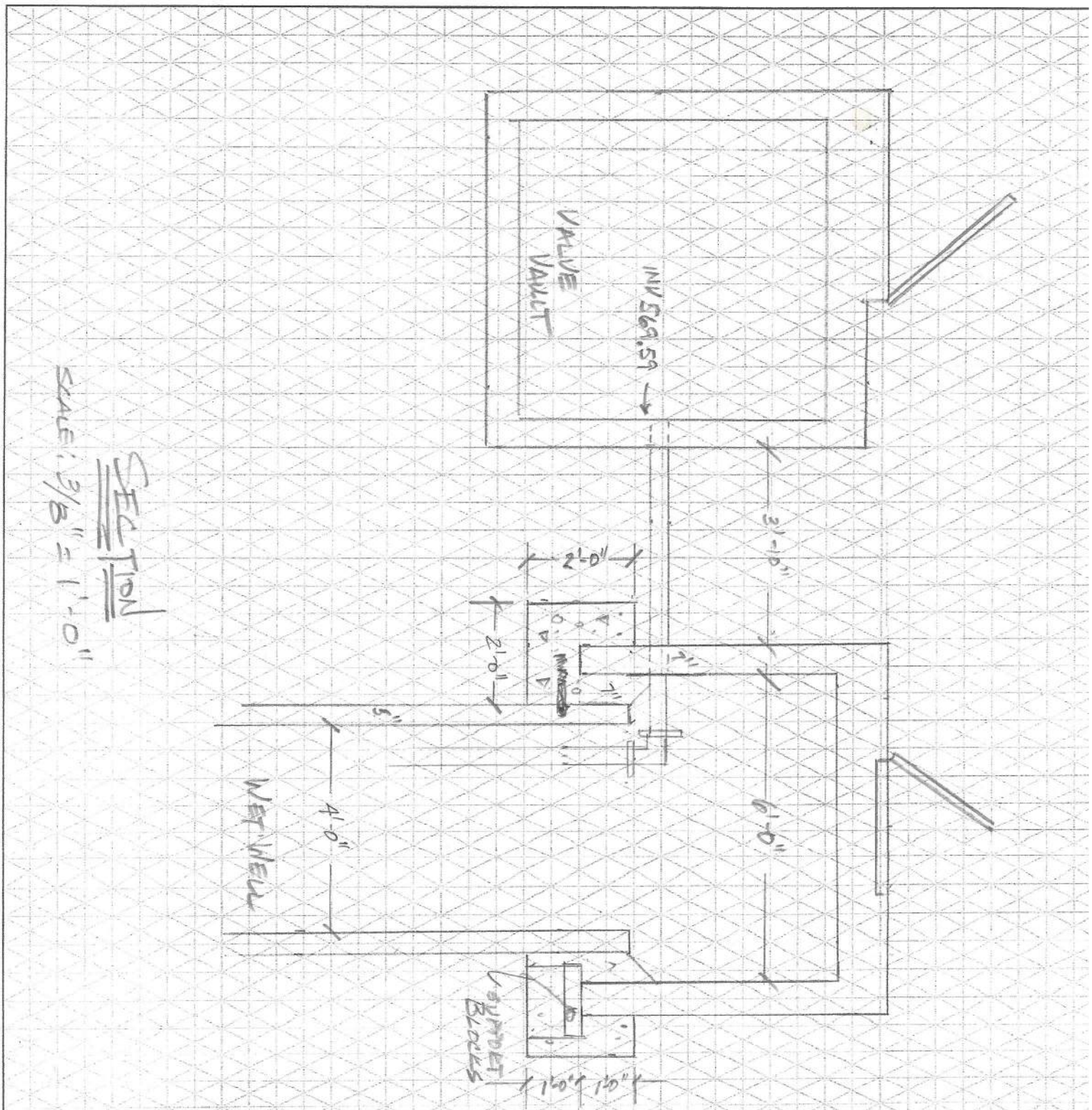
TOOL AND EQUIPMENT			
Description & No.	Hours	Rate	Extention
Sewer Bypass Daily	2	$ 420.00	$ 840.00
SV4	16	$ 24.71	$ 395.36
EX18	16	$ 217.73	$ 3,483.68
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -

Owner Representative: Kandey Co.

Attachment: Kandey CO #1 Proposal (#2016.002C) 3-5-21 (RES-2021-397 : Youngs Road Pump Station and Wayne & Irwin Pump Station

KANDEY CO. INC.
19 Ransier Drive
West Seneca, New York 14224
PHONE: (716) 675-7245 • FAX: (716) 675-4957
www.KandeyCompany.com

JOB NAME TOWN OF AMHERST PUMP STATIONS
JOB/EST. # K2016 DATE 4/16/21
LOCATION WAYNE / IRWIN
DRAWN BY RISEUS JR SCALE 3/8" = 1'-0"
SYSTEM SKETCH NO.

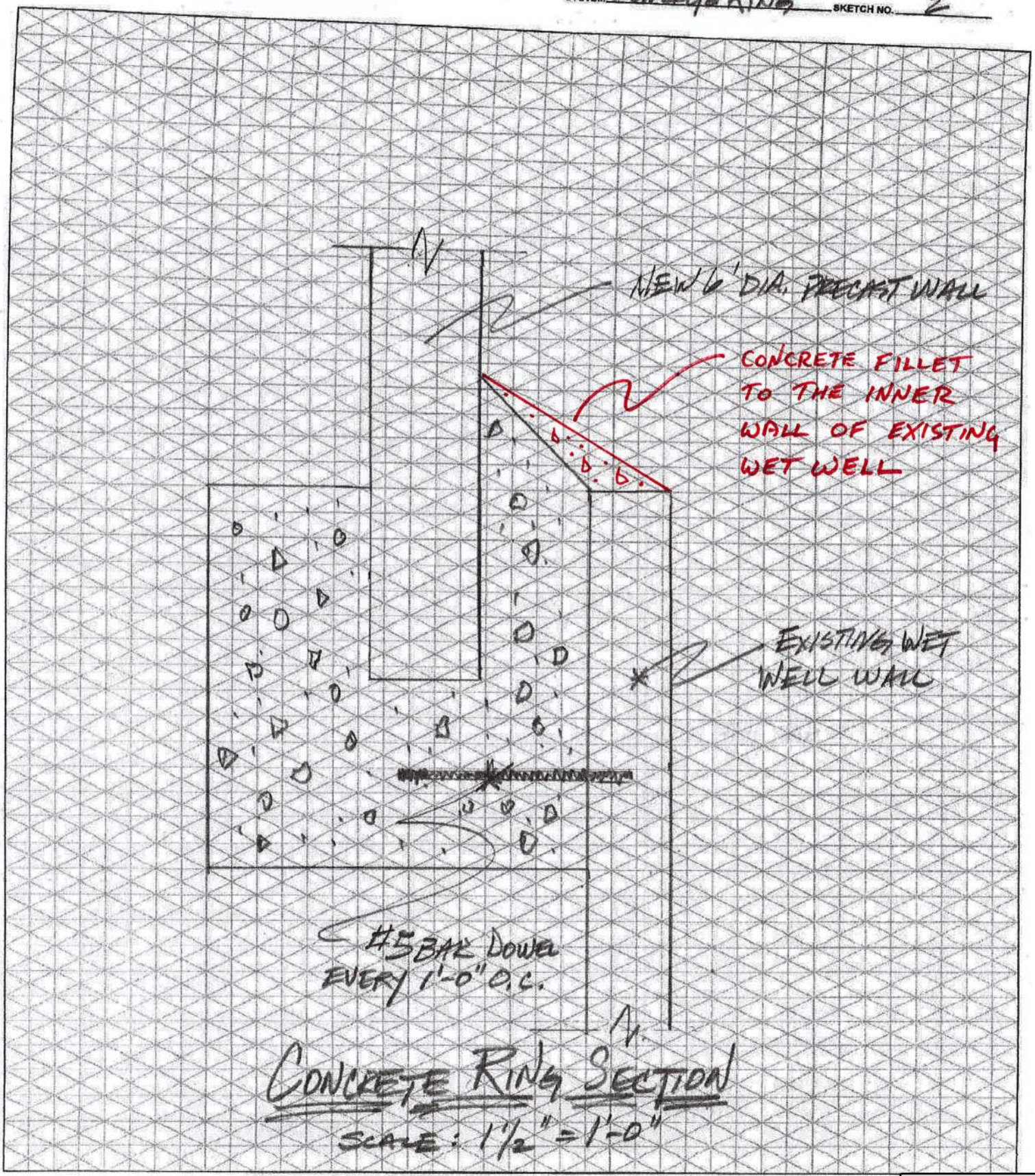


SECTION
SCALE: 3/8" = 1'-0"

Attachment: Kandey CO #1 Proposal (#2016.002C) 3-5-21 (RES-2021-397 : Youngs Road Pump Station and Wayne & Irwin Pump Station

KANDEY CO. INC.
19 Ransier Drive
West Seneca, New York 14224
PHONE: (716) 675-7245 • FAX: (716) 675-4957
www.KandeyCompany.com

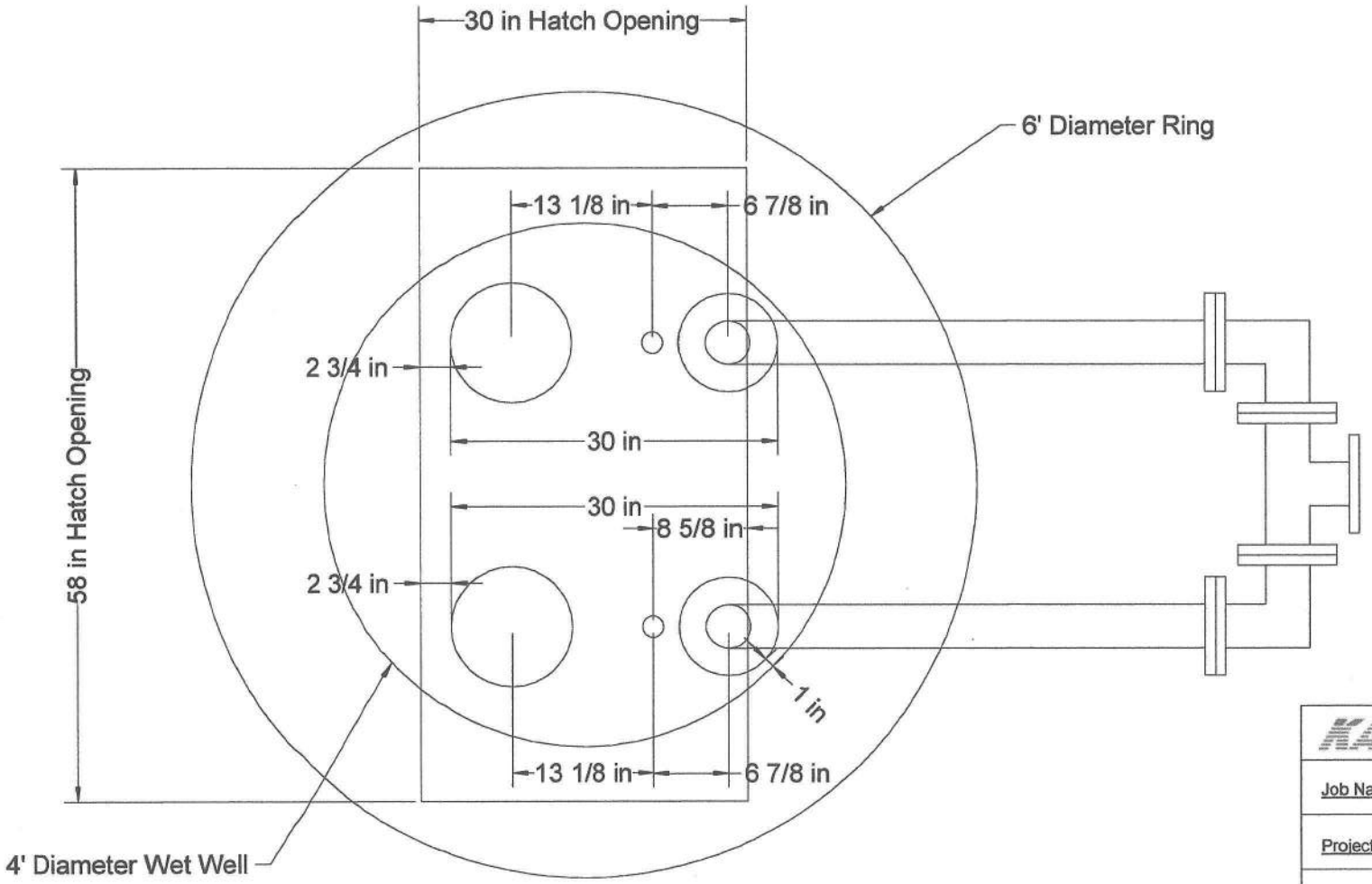
JOB NAME: TOWN OF AMHERST PUMP STA
JOB/EST. #: K2016 DATE: 4/10/21
LOCATION: WAYNE / IRWIN
DRAWN BY: R. SZUCS JR SCALE: 1-1/2"=1'-0"
SYSTEM: CONCRETE RING SKETCH NO.: 2



CONCRETE RING SECTION
SCALE: 1 1/2" = 1'-0"

Attachment: Kandey CO #1 Proposal (#2016.002C) 3-5-21 (RES-2021-397 : Youngs Road Pump Station and Wayne & Irwin Pump Station

Created in DoubleCAD XT,
(www.DoubleCAD.com)



KANDEY CO. INC.

Job Name:	Town of Amherst Pump Station
Project Number:	K2016
Location:	Wayne & Irwin
Date:	4/8/21
Orientation:	

EquipmentWatch

www.equipmentwatch.com

Adjustments for EX18 in Fleet 2020

February 18, 2021

Komatsu PC360LC-10
Crawler Mounted Hydraulic Excavators

Size Class:
33.1 - 40.0 MTons
Weight:
79093 lbs

Configuration for PC360LC-10

Operating Weight	**39.03 mt**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $12,845.00	USD $3,595.00	USD $900.00	USD $135.00	USD $70.28	USD $143.26
Adjustments						
Region (New York: 115%)	USD $1,926.75	USD $539.25	USD $135.00	USD $20.25		
Model Year (2013: 98.2%)	(USD $265.89)	(USD $74.42)	(USD $18.63)	(USD $2.79)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,505.86**	**USD $4,059.83**	**USD $1,016.37**	**USD $152.46**	**USD $70.28**	**USD $152.70**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $42.86
Idling Rate	USD $109.69

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD $5,394.90/mo
Overhaul (ownership)	48%	USD $6,165.60/mo
CFC (ownership)	3%	USD $385.35/mo
Indirect (ownership)	7%	USD $899.15/mo
Fuel (operating) @ USD 2.53	39%	USD $27.27/hr

Revised Date: 1st half 2021

www.equipmentwatch.com

Attachment: Kandey CO #1 Proposal (#2016.002C) 3-5-21 (RES-2021-397 : Youngs Road Pump Station and Wayne & Irwin Pump Station Improvements -

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wendel

Attachment: Wendel Recommendation Letter (#2016.002C) 4-20-21 (RES-2021-397 : Youngs Road Pump Station and Wayne & Irwin Pump

April 20, 2021

Town of Amherst Engineering Department
Michael J. Poslinski
455 Tonawanda Creek Road
Amherst, New York 14228

SUBJECT: **TOWN OF AMHERST**
CHANGE ORDER #1
YOUNGS ROAD PUMP STATION AND WAYNE & IRWIN ROAD PUMP STATION IMPROVEMENTS
T.O.A. PROJECT NO. 2016.002C
WENDEL PROJECT NO. 261345

Dear Mr. Poslinski:

Kandey Company, Inc. has submitted a change order for the above-mentioned project which includes the following items and scope of work:

Wayne & Irwin Pump Station Wet Well Modification:
The existing Wayne & Irwin wet well was determined to be different diameter than what was identified in the as-built drawing documentation. The top section of the wet well will need to be increased in diameter to provide sufficient access to the pumps and to the wet well for operational and maintenance activities.

Wendel and Kandey Company, Inc. have reviewed this item and developed a scope of work for replacement of the top section of the wet well. The work includes removing the existing smaller top section of the wet well and installation of a new 6.0ft diameter wet well top section. The new larger diameter wet well top section will be installed and anchored to the existing remaining smaller wet well via doweling into the existing wet well, installation of additional concrete and supports, along with additional bedding stone. Please find attached sketches for additional supplemental information.

Kandey Company, Inc. has prepared a cost proposal to perform this work. The proposed lump sum cost is $14,006.41. Wendel has reviewed the cost proposal and find the cost to be responsible and acceptable for the work to be performed.

Project Allowance:
Please be advised that the Contract currently includes a $7,000.00 allowance built in. It is recommended that this allowance be applied to this Change Order. With the allowance considered, the total amount of Change Order #1 will be $7,006.41.

Please let me know if you have any questions.

Sincerely,

WENDEL

Ryan C. Laninga, Project Manager

Enclosures

xc:

Jeffrey S. Burroughs, PE, Town of Amherst
Jerry Suszynski, Town of Amherst
Richard Rink, Town of Amherst

Attachment: Wendel Recommendation Letter (#2016.002C) 4-20-21 (RES-2021-397 : Youngs Road Pump Station and Wayne & Irwin Pump

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23228 **RESOLUTION 2021-398** **ADOPTED**

WPCF Building No. 1 Elevator Modernization - Change Order No. 1 CRS No. 2582

We are requesting the Town Board approve the above referenced Change Order, which calls for a $13,148.00 increase in the contract price, and a time extension in order to complete this work. The project substantial completion date of March 14, 2021 will be extended to June 7, 2021. The project's revised contract price will be $249,948.00. This Change Order will cover the costs associated with the Contractor suppling and installing Galvanized Rigid Steel Conduit (GRC) in lieu of Electrical Metallic Tubing (EMT) for the electrical conduit. GRC is necessary to insure that the electrical conduit is protected from the corrosive environment in Building No. 1.

Funding for this request is available from bond account KP1927-4972.

This request has successfully completed the contract review process.

Thank you for considering this request.

5/03/2021
Consent

FINANCIAL IMPACT:

$13,148.00; KP1927.4972

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

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: **# 1**

DATE: 4-23-21

WPCF: Building No. 1 Elevator Modernization

Project No. **2018.002F**

TO CONTRACTOR: *(Name and address)*

Sicoli Construction Services, Inc.
4800 Hyde Park Blvd.
Niagara Falls, NY 14305

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Contractor will install Galvanized Rigid Steel Conduit (GRC) in lieu of Electrical Metallic Tubing (EMT) for the electrical conduit.
2. All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 236,800.00
The net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 236,800.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 13,148.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 249,948.00
The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by	(86) days
The date of Substantial Completion as of the date of this Change Order therefore is	June 7, 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*)
Buffalo Engineering, P.C.	Sicoli Construction Services, Inc.	Town of Amherst
ADDRESS: 4245 Union Road Buffalo, NY 14225	ADDRESS: 4800 Hyde Park Blvd. Niagara Falls, NY 14305	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: Change Order #1 Form - Sicoli (#2018.002F) (RES-2021-398 : WPCF Building No. 1 Elevator Modernization - Change Order No. 1)

BUFFALO ENGINEERING, P.C.
Mechanical-Electrical Engineers

4245 Union Road Suite 204
Buffalo, New York 14225
(716) 633-5300 Fax 633-5598

April 23, 2021

Michael Poslinski
Senior Engineer Assistant
Water Pollution Control Facility
455 Tonawanda Creek Rd.
Amherst, NY 14228

RE: Change Order Request No. 1
Town of Amherst Water Pollution Control Facility
Building No. 1 Elevator Modernization Project
TOA Project No. 2018.002F

Dear Mr. Poslinski:

We have conducted a review of change order request No. 1 submitted by Sicoli Construction dated April 15, 2021 in the amount of $13,148.00. We believe this change order is acceptable in terms of cost and appropriately addresses the requested changes to the electrical scope of work.

Therefore, it is our recommendation that the Town of Amherst consider approving change order request No. 1.

We look forward to the successful completion of the project.

Very truly yours,
BUFFALO ENGINEERING, P.C.

Joseph W. Daham, PE
Principal

Attachments: Change Order Request No. 1
CC: Buffalo Engineering File

Attachment: Buffalo Engineering Recommendation Letter 4-23-21 (RES-2021-398 : WPCF Building No. 1 Elevator Modernization - Change Order

SICOLI Construction Services, Inc.
4800 Hyde Park Blvd.
Niagara Falls New York 14305
Phone: (716)205-0540
Fax: (716)205-0541

VIA EMAIL

April 15, 2021

Buffalo Engineering P.C.
4245 Union Road, Suite 204
Cheektowaga, NY 14225

Attn: Mr. Joseph Daham

Re: Town of Amherst Elevator Modernization
SCS Job #172, **CR#1-R2**

Joe,

Per your request, to provide GRC Electrical Conduit in lieu of EMT, we hereby submit the following quotation for Change Order:

TOTAL OF CR #1-R2: **$ 13,148.00**

(See attached breakdown)

Please issue the appropriate Contract Change Order in the very near future, so we may include this charge as part of our next payment application.

If you have any questions, please feel free to contact me at your convenience at the above number. My extension is 106.

Sincerely,
Sicoli Construction Services, Inc.

Christopher M. Sicoli
Vice President

Attachment: Sicoli Construction CO #1 Proposal (#2018.002F) 4-16-21 (RES-2021-398 : WPCF Building No. 1 Elevator Modernization - Change

SICOLI
CONSTRUCTION SERVICES, INC.

Change Request Breakdown

Date : 4/15/2021

Job #172 - Town of Amherst Elevator Modernization

CR #1-R2 - Revise Electrical Conduit to GRC in lieu of EMT

Sicoli Construction				
SCS Job Foreman	**14**	**Hour(s) @**	**$85/hr**	**$1,190.00**
SCS Carpenter	**0**	**Hour(s) @**	**$80/hr**	**$0.00**
Subcontractor(s)				
Goodwin Electric Corp.				
Labor				**$8,469.53**
Material				**$1,831.84**
Equipment				**$0.00**
O&P				**$1,030.14**
Subcontractor Total =				**$11,331.51**
Labor				**$0.00**
Material				**$0.00**
Equipment				**$0.00**
O&P				**$0.00**
Subcontractor Total =				
Subcontractor Grand Total =				**$11,331.51**
SCS Grand Total =				**$1,190.00**
SCS O&P =				**$626.08**
Total of CR #1-R2				**$13,147.58**
Contract Time Increase				**(14) Calendar Days**

Attachment: Sicoli Construction CO #1 Proposal (#2018.002F) 4-16-21 (RES-2021-398 : WPCF Building No. 1 Elevator Modernization - Change

Goodwin Electric Corp.

201 South Youngs Road
Williamsville, NY 14221
Phone: (716) 634-4000 Fax: (716) 634-4038

13-Apr-21

Sicoli Construction
Austan Bever

RE: Amherst WPCF - Elevator Modernization
FO ___ - Revise Electrical Conduit to GRC in lieu of EMT

Dear Mr. Bever,

Quote: This quote includes additional work as referenced above and as attached.
See below and attached for labor and material breakdown.

Electrician Frmn	(	31.30	Hrs @	$	96.24	)	$ 3,012.31
EMT Labor	(	-26.06	Hrs @	$	88.78	)	$ (2,313.80)
GRC Labor	(	87.61	Hrs @	$	88.70	)	$ 7,771.02
EMT							$ (556.43)
GRC							$ 2,388.27
Subtotal							$ 10,301.38
O&P							$ 1,030.14
Total Add							$ 11,332.00

If you have and questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: Sicoli Construction CO #1 Proposal (#2018.002F) 4-16-21 (RES-2021-398 : WPCF Building No. 1 Elevator Modernization - Change

RE: **Amherst WPCF - Elevator Modernization**
FO ___ - Revise Electrical Conduit to GRC in lieu of EMT

Description		Qty	Material	Labor
3/4''	GRC	310	$ 1,379.69	31.73
1''	GRC	10	$ 70.88	1.24
2''	GRC	10	$ 143.99	1.90
3/4''	GRC 90 ELBOW	8	$ 50.46	3.81
1''	GRC 90 ELBOW	2	$ 22.61	1.43
2''	GRC 90 ELBOW	1	$ 26.06	1.31
3/4''	GRC COUPLING	39	$ 108.60	4.64
1''	GRC COUPLING	2	$ 8.28	0.00
2''	GRC COUPLING	2	$ 17.28	0.33
3/4''	LOCKNUT	8	$ 2.09	0.57
1''	LOCKNUT	4	$ 1.43	0.29
2''	LOCKNUT	12	$ 28.85	1.71
3/4''	PLASTIC BUSHINGS	4	$ 2.19	0.48
1''	PLASTIC BUSHINGS	2	$ 1.67	0.24
2''	PLASTIC BUSHINGS	6	$ 18.42	1.43
3/4''	CUT/THREAD-LABOR	10	$ -	4.28
2''	CUT/THREAD-LABOR	2	$ -	2.95
3/4''	MINERALLAC STRAP	6	$ 5.28	0.57
1''	MINERALLAC STRAP	2	$ 2.33	0.19
2''	MINERALLAC STRAP	4	$ 7.62	0.57
1/4.	BEAM CLAMP - MALLABLE	62	$ 41.66	4.34
3/4''	MALLABLE CLAMP BACK	62	$ 119.53	7.38
1/4X4	TOGGLE BOLT	8	$ 4.76	0.95
1/4"	3/8 MACHINE SCREW	62	$ 2.60	0.09
3/4''	LIQUIDTITE CONDUIT	10	$ 25.23	0.48
1''	LIQUIDTITE CONDUIT	5	$ 19.75	0.36
2''	LIQUIDTITE CONDUIT	2	$ 14.09	0.29
3/4''	LIQUIDTITE ANGLE CON	2	$ 21.23	0.57
1''	LIQUIDTITE ANGLE CON	1	$ 20.13	0.33
2''	LIQUIDTITE ANGLE CON	1	$ 58.93	0.45
3/4''	LIQUIDTITE STR CONN	2	$ 14.09	0.48
1''	LIQUIDTITE STR CONN	1	$ 10.14	0.29
2''	LIQUIDTITE STR CONN	1	$ 47.48	0.38
	NYLON LINE	1,140	$ 81.40	2.71
(LABOR I	SMALL EQUIP TO CONN	4	$ 9.52	2.86
	REMOVE/INSTALL FLOOR PAN	1	$ -	6.00
Total Adds			**$ 2,388.27**	**87.61**

Attachment: Sicoli Construction CO #1 Proposal (#2018.002F) 4-16-21 (RES-2021-398 : WPCF Building No. 1 Elevator Modernization - Change

RE: **Amherst WPCF - Elevator Modernization**
FO ___ - Revise Electrical Conduit to GRC in lieu of EMT

Description		Qty		Material	Labor
1/2''	EMT	430	$	210.70	12.04
1''	EMT	10	$	18.62	0.56
2''	EMT	30	$	101.64	2.94
1''	EMT 90 ELBOW	1	$	3.49	0.14
2''	EMT 90 ELBOW	3	$	30.11	0.71
1/2''	EMT STEEL SS CONN	8	$	2.80	0.67
1''	EMT STEEL SS CONN	2	$	1.82	0.17
2''	EMT STEEL SS CONN	6	$	23.10	1.09
1/2''	EMT STEEL SS COUP	26	$	9.10	1.09
1''	EMT STEEL SS COUP	3	$	3.15	0.13
2''	EMT STEEL SS COUP	13	$	50.05	1.82
1''	PLASTIC BUSHINGS	2	$	0.98	0.14
2''	PLASTIC BUSHINGS	6	$	10.84	0.84
1/2''	MINERALLAC STRAP	43	$	19.87	2.41
1''	MINERALLAC STRAP	2	$	1.37	0.11
2''	MINERALLAC STRAP	3	$	3.36	0.25
1/4.	BEAM CLAMP - MALLABLE	43	$	28.90	3.01
1/4X4	TOGGLE BOLT	5	$	1.75	0.35
1/4''	3/8 MACHINE SCREW	43	$	1.81	0.06
3/4''	FLEX CONDUIT	10	$	5.18	0.28
1''	FLEX CONDUIT	5	$	5.04	0.21
3/4''	FLEX ANGLE CONN	2	$	7.42	0.34
1''	FLEX ANGLE CONN	1	$	6.66	0.20
3/4''	FLEX STR. CONN	2	$	3.81	0.28
1''	FLEX STR. CONN	1	$	3.19	0.17
	NYLON LINE	40	$	1.68	0.06
	PICKUP DELIVERED MATERIAL	1	$	-	-4.00
Total Adds			**$**	**556.43**	**26.06**

Attachment: Sicoli Construction CO #1 Proposal (#2018.002F) 4-16-21 (RES-2021-398 : WPCF Building No. 1 Elevator Modernization - Change

RE: Amherst WPCF - Elevator Modernization
FO ___ - Revise Electrical Conduit to GRC in lieu of EMT

This quote has been revised in accordance with the following emailed instructions:

After reviewing the change order request with the Town, it was decided the scope of the rigid conduit will

Conduits run between the elevator machine room and electrical mezzanine area will be reduced.

- The contractor shall rework the existing ¾" conduit run between the existing elevator machine room and the existing MCC. The existing conduit will be utilized for the new elevator. Rework to new panel HVP-ELEV.

- The owner will provide a new rigid conduit w/ pullstring run between the new LVP-ELEV and a junction box located adjacent to the elevator machine room. Conductors for the elevator cab, lighting and exhaust fan shall be run thru the existing conduit by the electrical contractor.

- EMT conduit is permitted for use in the elevator machine room.

- Provide ¾" rigid conduit for elevator pit light/receptacle circuit. Conduit shall be run outside of the shaft.

- Provide ¾" rigid conduit for fire alarm power circuit.

- Low voltage wire does not require conduit.

- For the conduit feeders in the electrical mezzanine area, the contractor shall run the new wiring thru raised floor below (This wiring shall be "open run"). Exposed feeders less than 6' shall be run in liquid tight flexible conduit.

Provide credit for the removal of conduits and adjusted price for the use of rigid and liquid tight conduit as

This quote has been revised in accordance with the following additional emailed instructions:

The Town has decided to keep the originally specified EMT conduit for the low voltage fire alarm control wiring and telephone wiring. Please have Goodwin update their quote to not include rigid conduit for these devices and keep the EMT as specified. The new rigid conduit as part of Goodwin's change order quote should be limited to the power wiring to the fire alarm panel, elevator pit circuit and minimal conduit/transition pieces required near the new panels/transformer

Attachment: Sicoli Construction CO #1 Proposal (#2018.002F) 4-16-21 (RES-2021-398 : WPCF Building No. 1 Elevator Modernization - Change

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23229 **RESOLUTION 2021-399** **ADOPTED**

Award of Bid - Sattler/Dellwood Park Stormwater Improvements

On April 8, 2021, four (4) bids were received for the above referenced project. The bid tabulation sheet is attached. At this time, we recommend award of the contract to 4th Generation Construction Inc., 5650 Simmons Avenue Niagara Falls, NY 14304, per their low base bid not including bid item no. 321445 for a total contract amount of $ **992,396.00**.

The funds for this project are available from the following Bond Accounts:

KP 1935-4972	$ 494,386.00
KP 1946-4972	$ 498,010.00

May we have your approval to award 4th Generation Construction, Inc., the above referenced contract?

Thank you for considering this request.

5/03/2021
Consent

FINANCIAL IMPACT:

KP1935-4972; $494,386.00

KP1946-4972; $498,010.00

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

TOWN OF AMHERST

SATTLER/DELLWOOD PARK
STORMWATER IMPROVEMENTS PROJECT
TOWN JOB NO. 2019.025
SRF PROJECT NUMBER: C9-6638-06-00
BID OPENING – APRIL 8, 2021 12:00 PM

BID TAB	
Contractor	**Base Bid (Not including Item No 321445)**
4th Generation Construction	$992,396.00
Accadia Site Contracting Inc.	$1,048,000.00
CATCO	$1,106,495.00
Milherst Construction Inc	$1,181,320.00
.	

Attachment: BID TAB - Sattler Dellwood Stormwater Improvements Project 4 8 21 (003) (RES-2021-399 : Award of Bid - Sattler/Dellwood Park

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23168 **RESOLUTION 2021-400** **ADOPTED**

Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - CRS # 2557

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback the County of Monroe contract with CORFU MACHINE COMPANY, INC., 1977 Genesee Street, Corfu, New York 14036 to provide services and repairs of hydraulic cylinders.

The Monroe County and Corfu Machine Company Bid Reference # 0206-21 for repair of Hydraulic Cylinders. Contract term is 4/1/2021 through 3/31/2022.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the contract routing system (CRS # 2557) and the approval of the Town Attorney.

5/03/2021
Consent

FINANCIAL IMPACT:

town wide

various tbd

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

AGREEMENT

Let this document stand as an Agreement between CORFU MACHINE CO., INC.
And the Town of Amherst permitting the Town of Amherst to PIGGYBACK in the purchase of :

MONROE COUNTY CONTRACT
CONTRACT REFERENCE # 0206-21 (7700000052)
4/1/2021 through 3/31/2022
1977 GENESEE STREET
CORFU, NEW YORK 14036

TO PROVIDE REPAIRS OF HYDRAULIC CYCLINDERS

from CORFU MACHINE COMPANY, INC. under THE MONROE COUNTY AGREEMENT
BID REFERENCE #0206-21 for the period from 4/1/2021 TO 3/31/2022.

Agreed to and Accepted by:

CORFU MACHINE COMPANY, INC.

By: _____
Signature

Timothy Johnson
Print Name

Vice-President
Title

Date: 4/6/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Corfu Machine Co Inc
Print Name of Company

By: _____
Signature

Timothy Johnson
Printed name

Date: 4/6/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

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: Corfu Machine Co Inc

Signature:

Print Name: Timothy Johnson

Title: Vice-President

Date: 4/6/21

Sworn To Before Me This

13th Day of April, 2021

Tambra J Johnson

Notary Public

TAMBRA J. JOHNSON
Notary Public, State of New York
Qualified in Genesee County
My Commission Expires Dec. 7, 2021

Revised 4.2017

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

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) CORFU MACHINE INC 1977 GENESEE STREET CORFU, NY 14036 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 585-599-4691 1c. Federal Employer Identification Number of Insured or Social Security Number 161151350
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NEW YORK, NY 14221	3a. Name of Insurance Carrier **ShelterPoint Life Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" DBL571476 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.

Date Signed 4/6/2021 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-120.1 (10-17)

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
M & T Insurance Agency, Inc 285 Delaware Avenue, Suite 4000 Buffalo NY 14202	PHONE (A/C, No, Ext): 716-853-7960	FAX (A/C, No): 716-651-4290
	E-MAIL ADDRESS: CLServicing@mtb.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co of America	25666
INSURER B : Travelers Indemnity Co of CT	2568
INSURER C : Travelers Indemnity Co	2565
INSURER D : Travelers Property Casualty Co of America	2567
INSURER E :	
INSURER F :	

INSURED CORFMAC-01
Corfu Machine Co., Inc.
1977 Genesee Street
Corfu NY 14036

COVERAGES **CERTIFICATE NUMBER:** 634578104 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	Y-630-499D059-6-TIA-20	8/4/2020	8/4/2021	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BA3N163367	8/4/2020	8/4/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP4J269295	8/4/2020	8/4/2021	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB9J070771	1/1/2021	1/1/2022	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is included as Additional Insured on a primary and noncontributory basis under the General Liability if 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 BEFOI THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kyle Samuel

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The ACORD name and logo are registered marks of ACORD

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

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
Corfu Machine Co., Inc. 1977 Genesee Street Corfu, NY 14036	585-599-4691 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 16-1151350
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 Travelers Property Casualty Co of America 3b. Policy Number of Entity Listed in Box "1a" UB9J070771 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 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 cancele due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kyle Samuel
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kyle Samuel 4/6/2021
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-7960

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

6

CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE:	**REPAIR OF HYDRAULIC CYLINDERS**
CONTRACT #:	0206-21 (7700000052)
CONTRACT DATES:	4/1/2021 – 3/31/2022
BUYER:	**Phil DiFrancesco**
PHONE:	585-753-1130
FAX:	585-324-4278
VENDOR(S):	Corfu Machine Co., Inc. 1977 Genesee Street Corfu, NY 14036 Phone: 585-599-4691 Fax: 585-599-4695

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

TERMS AND CONDITIONS

BID ITEM: **REPAIR OF HYDRAULIC CYLINDERS**

FOR: **Fleet Maintenance Department**

PURCHASING CONTACT: **Phil DiFrancesco, 585-753-1130; pdifrancesco@monroecounty.gov**

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Phil DiFrancesco
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Email: pdifrancesco@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later noon (12:00 PM Eastern Standard Time) on **Friday, March 5, 2021.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Monday, March 9, 2021.**

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **Disability Benefits Insurance** coverage or **PROOF** that they are exempt. **(Visit www.wcb.ny.gov for forms.)**

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications**. No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

QUANTITIES: The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE: References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER: Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD: Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **Bidder must bid on all items in order to be considered. The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM: Contract will start with the date of the contract award and run through **March 31, 2022**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES: Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER: No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract**.

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

DELIVERY/ RESPONSE TIME:

All deliveries to be F.O.B. Destination as specified by a Purchase Order. The Contractor will be responsible for picking up the unit to be repaired and for delivering it when the work is completed at no additional charge to the ordering department. (Location: 145 Paul Road, Rochester, NY 14624)

The contractor will be required to pick up the unit(s) to be repaired within **twenty-four (24) hours** of receiving a call from authorized County personnel and to perform the services specified herein in a period **not to exceed five (5) business days**, after receipt of the unit(s). The Contractor must make every effort to repair a unit within twenty-four (24) hours of receipt of the unit, if an emergency situation exists for Monroe County.

IF THIS DELIVERY TIME IS NOT ACCEPTABLE, THE BIDDER MUST STATE AN ALTERNATE DELIVERY TIME IN BID PROPOSAL. Monroe County reserves the right to reject a bid if the alternate delivery time is not acceptable.

Also, Monroe County reserves the right to terminate the contract in the event the specified delivery time is not met, once delivery time is agreed upon.

DEFINITION OF TIME:

All pick-ups and deliveries covered under this contract are expected to be performed during regular business hours, Monday through Friday, 8:00 AM - 3:00 PM.

SECURITIES AND INSURANCE:

Any Certificates of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 pm on that day.

PURCHASE ORDER ISSUANCE:

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

BILLING PROCEDURE:

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

WARRANTY/ GUARANTEE:

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

UNCONTEMPLATED PURCHASES: Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT: The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS: The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

REPORT OF PURCHASE: The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

WAGE RATES:

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

EQUAL PAY CERTIFICATION:

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

BP206-21
REPAIR OF HYDRAULIC CYLINDERS

TECHNICAL SPECIFICATIONS

1. Contractor must have the in-house ability to repair/rebuild telescopic type cylinders up to 10" diameter.

2. Contractor must have the in-house ability to repair/rebuild various types of hydraulic pumps, motors, and valves, bench test and supply department with failure analysis diagnostic.

3. Contractor must maintain machining accuracy to within .001 (one one-thousandth) of one inch.

4. Contractor must have the ability to perform cylinder honing.

5. Contractor will provide one (1) year full parts and labor warranty.

6. Contractor must provide heavy-duty and/or OEM parts.

7. Contractor must maintain an adequate stock of parts and materials to service this contract.

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

BP206-21
REPAIR OF HYDRAULIC CYLINDERS

PRICE SHEET

ITEM	DESCRIPTION	UNIT PRICE
1.	LABOR RATE FOR REPAIRS	$ 68.00/HR.
2.	MATERIALS PRICES AT DISCOUNT OF 35% OR MULTIPLIER OF .65	

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title: _____

Contract Number: _____

Vendor: _____

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1' being poc "5" average and "10" excellent. Please include any additional comments or suggestions in the spac provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name: _____

Title: _____

Agency: _____

Telephone: _____ Fax: _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.

Attachment: CORFU MACHINE CO (RES-2021-400 : Authorize Supervisor to Sign Contract to Piggyback for Corfu Machine Company - Crs #

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23181 **RESOLUTION 2021-401** **ADOPTED**

Overhead Door Repair and Service - CRS #2564

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst has approved the contract with the County of Erie contract with National Overhead Door, Inc. for the overhead door repair and maintenance.

The Erie County and National Overhead Door, Inc. is BID Reference # 221020-002 from March 1, 2021 through February 28, 2022.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #2564) and the approval of the Town Attorney.

5/03/2021
Consent

FINANCIAL IMPACT:

town wide

various

tbd

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

AGREEMENT

Let this document stand as an Agreement between NATIONAL OVERHEAD DOOR INC. and THE Town of Amherst permitting the Town of Amherst to participate in the purchase of Overhead Door Repair and service:

NATIONAL OVERHEAD DOOR, INC. and the County of Erie,
BID # 221020-002
from 3/1/2021 through 2/28/2022

for overhead door repair and service as itemized in the Erie County Bid.

Agreed to and Accepted by:

NATIONAL OVERHEAD DOOR, INC.

By: Jaime Opie
Signature

Jaime Opie
Print Name

Administrative Asst
Title

Date: 4/17/2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
BRIAN KULPA
Supervisor

Date: _____

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: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

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: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

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:

National Overhead Door
Print Name of Company

By: Jaime Opie
Signature

Jaime Opie
Printed name

Date: 4/17/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

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 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: National Overhead Door

Signature: Jaime Opie

Print Name: Jaime Opie

Title: Administrative Assistant

Date: 4/12/21

Sworn To Before Me This

17 Day of April, 2021

Joanne Kaminski

Notary Public

JOANNE KAMINSKI
Notary Public, State of New York
No. 01KA6193038
Qualified in Erie County
My Commission Expires 7-8-24

Revised 4.2017

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

ACORD

NATI-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2020

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 Vanner Insurance Agency 11 Pinchot Court, Suite 100 Amherst, NY 14228 John Munschauer 716-688-8888	CONTACT NAME: Erin Cavanaugh PHONE (A/C, No, Ext): 716-688-8888 FAX (A/C, No): 716-688- E-MAIL ADDRESS: ecavanaugh@vannerinsurance.com
INSURED National Overhead Door, Inc. DBA Allstar Affordable Garage Door 5880 New Taylor Rd Orchard Park, NY 14127	INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Co of SC 19 INSURER B : Selective Insurance Co of SC 19 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 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 X LOC OTHER:	X		S2400548	06/27/2020	06/27/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		S2400548	06/27/2020	06/27/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		S2400548	06/27/2020	06/27/2021	EACH OCCURRENCE AGGREGATE	$ $
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		WC9083020	06/27/2020	06/27/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Leased/Rented Equipment			S2400548	06/27/2020	06/27/2021	Limit Deduct	

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 on a primary, non contributory basis on the General Liability and Additional Insured on the Automobile if required by written contract. Umbrella follows form for Additional Insured on the underlying.

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

© 1988-2015 ACORD CORPORATION
The ACORD name and logo are registered marks of ACORD

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) National Overhead Door Inc DBA Allstar Affordable Garage Door 5880 New Taylor Rd Orchard Park, NY 14127-2324 **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** 716-667-3500 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insur or Social Security Number** 141865641
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** Selective Insurance Company Of South Carolina **3b. Policy Number of entity listed in box "1a"** WC908302000 **3c. Policy effective period** 06/27/2020 – 06/27/2021 **3d. The Proprietor, Partners or Executive Officers are** [X] **included.** **(Only check box if all partners/officers included)** [ ] **all excluded or certain partners/officers excluded.**

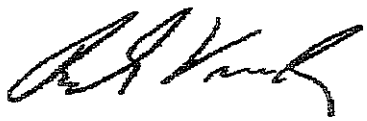
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for wor compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Iten on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will 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 prem or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured fron coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichev earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues t named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the manda 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 referei above and that the named insured has the coverage as depicted on this form.

Approved by: Ralph J. Vanner, Jr., CPCU
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: 
(Signature) 06/30/2020 (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 716.688.8888

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: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

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 Carri

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
NATIONAL OVERHEAD DOOR, INC. 5880 NEW TAYLOR ROAD ORCHARD PARK, NY 14127 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	716 667 3501 1c. Federal Employer Identification Number of Insured or Social Security Number 141865641
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 First Unum Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 403850 3c. Policy effective period 07/16/2020 to 07/16/2021

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 na insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/16/2020 By Roberta Brown

Digitally signed by Roberta Brown
DN: C=US, CN=Roberta Brown, E=rmbrown@unum.com
Reason: I am the author of this document
Location: your signing location here
Date: 2020-07-16 06:51:03

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carri

Telephone Number 1-800-ASK-UNUM Name and Title Roberta Brown, DBL Specialist

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NY 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 NY 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 insurai agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: March 23, 2021

Subject: OVERHEAD DOOR REPAIRS

Bid No.: 221020-002

Effective Dates: March 1, 2021 through February 28, 2022

Vendor #: 105384

Vendor: NATIONAL OVERHEAD DOOR, INC.
5880 New Taylor Road
Orchard Park, NY 14127

Telephone: 716-667-3500

Pricing: Per attached document

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

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Pricing: Per attached document

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: JAMES D. KUCEWICZ, BUYER (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left-hand corner of envelope MUST indicate the following:

BID NUMBER: 221020-002

OPENING DATE: FEBRUARY 11, 2021 TIME: 11:00AM

FOR: OVERHEAD DOOR REPAIRS

NAME OF BIDDER: National Overhead Door, 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
X	EXHIBIT "B"	- Purchases by Other Local Governments or Special Districts
____	EXHIBIT "C"	- Construction/Reconstruction Contracts
____	EXHIBIT "D"	- Bid Bond (Formal Bid)
N/A	EXHIBIT "E"	- Bid Bond (Informal Bid)
X	EXHIBIT "EP"	- Equal Pay Certification
____	EXHIBIT "F"	- Standard Agreement
X	EXHIBIT "G"	- Non-Collusive Bidding Certification
X	EXHIBIT "H"	- MBE/ WBE Commitment
X	EXHIBIT "IC"	- Insurance CLASSIFICATION "A"
____	EXHIBIT "P" & EXHIBIT "PBI"	- Performance Bond
____	EXHIBIT "Q"	- Confined Space Program Certification
X	EXHIBIT "PW"	- NYS Prevailing Wage
X	EXHIBIT "V"	- Vendor Federal Compliance Certification

(Rev. 1/00)

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

EXHIBIT "G"

County of Erie

DIVISION OF PURCHASE

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 11 day of February, 20 21

TERMS In Person DELIVERY DATE AT DESTINATION 2/11/2021

FIRM NAME National Overhead Door, Inc.

ADDRESS 5880 New Taylor Rd.

Orchard Park, NY ZIP 14127

AUTHORIZED SIGNATURE Lisa E Vella

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE General Manager TELEPHONE NO. (716) 667-3500

(Rev.1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

County of Erie

DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO: 221020-002

Ship to: County of Erie
Attention: VARIOUS COUNTY DEPARTMENTS
Address: VARIOUS LOCATIONS

Ship Via: N/A
Date Required at Destination: AS NEEDED

ITEM NO.	QUAN -TITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Vendor to provide Emergency Overhead Door Repairs		
			per the attached specifications.		
			Term of contract March 1, 2021 through February 28, 2022.		
			PRICING		
			LABOR RATE PER HOUR:		
			Regular time: $ 95.00		
			Overtime: $ 125.00		
			MATERIALS:		
			Cost plus 10 %		

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
Freedom of Information Officer
95 Franklin Street, Rm. 1254
Buffalo, NY 14202
FAX #: **716/858-6465**

NAME OF BIDDER National Overhead Door, Inc.

(Rev. 9/95)
ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

SPECIFICATIONS

Erie County will require the services of a vendor to do emergency repairs to overhead doors during the year for the period March 1, 2021 thru February 28, 2022.

Work will be requested on an **"AS NEEDED"** basis whenever a County Department requires such services.

This is for repair service on existing doors and DOES NOT INCLUDE DOOR REPLACEMENT.

Vendor must be capable of performing such service at any Erie County Facility location. This includes Highway Department, Parks, Community College Campus, Sewer Districts, Correctional Facility, County Home, Main Library, etc.

Bidder must be a vendor whose principal business is Overhead Door Sales/Service.

Bidder must have been in this business for the last three consecutive years and must submit references of customers of similar size of Erie County for whom such service has been provided.

The successful bidder will be required to submit proof of insurance as per requirements of Erie County Standard Insurance Class "A".

Work will be done on a time and materials basis. Vendor is requested to quote labor rate per hour and indicate charge for materials. For the sole purpose of awarding this contract, the County will calculate the total cost for a repair requiring: Four Hours of Labor at Regular Time, One Hour of Labor at Overtime and $100.00 in materials at cost + vendor's increase.

All work must be done in a timely manner. All requests for service must be acknowledge with a phone call within one business day. All repairs must be done within 30 days of initial service request. If anticipated completion date is longer than 30 days, approval must be obtained from department requesting service before moving forward with job.

Payments will be made in arrears upon submission of detailed invoice.

Vendor must receive approval (from authorized County personnel) before beginning any job.

Vendor invoice must list separately the labor hours and all materials being charged. Material invoices must also be provided at time of billing.

Pricing is to remain firm for the entire contract period.

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

EXHIBIT "A"

County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

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 Erie County Director of Purchase.

(Rev. 12/01/93)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.

2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.

3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
AMHERST CENTRAL SCHOOL DISTRICT, Business Manager , 4301 Main St., Amherst, NY 14226
AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager,105 Mapleview Dr., Cheektowaga, NY 14225

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue,Tonawanda, NY 14150
TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569

REV. 7/09

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law.
We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

Sara E Foutz
Signature

Verification

STATE OF New York)
COUNTY OF Erie) SS:

A) N/A, being duly sworn, states he or she is the owner of (or a partner in) N/A, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B) Sara E Foutz, being duly sworn, states that he or she is the Name of Corporate Officer Treasurer, of National Overhead Dor, Inc, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this 22ND
Day of January, 2019
John DiBiase

JOHN DIBIASE
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01DI6212641
My Commission Expires Oct. 19, 2021

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

MBE/WBE COMMITMENT

The Erie County Legislature enacted Local Law No. 5 requiring a minority and women-owned business utilization commitment by persons or firms contracting with the County of Erie for supplies, materials, equipment, and insurance.

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than $15,000.00 shall take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs; and

2. Solicitation of bids from MBEs and WBEs; and

3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations; and

4. Maintaining records showing utilization of MBEs and/or WBEs specific efforts to identify and utilize these companies; and

5. A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBEs and at least two percent (2%) of the total dollar value of the contract to WBEs or, for those contracts governed by federal or state regulations with respect to MBE and/or WBE hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.

B. All bidders must submit, with a bid, a list of all MBEs and WBEs from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE and WBE utilization goals provided in subdivision (A) (5) above. A supplier's bid shall not be considered where the supplier fails to submit a list as provided for herein. A supplier's bid shall not be considered where examination of said list of MBEs and WBEs evidences failure by the supplier to comply with the affirmative action requirements provided herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions of subdivision (A) (5) where the availability of MBEs and/or WBEs in the market area of the contract is less than the ten percent (10%) MBE goal and two percent (2%) WBE goal.

C. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall submit to the Director or Purchasing, at the bid opening, a schedule for MBE and WBE participation listing the MBEs and WBEs with whom the supplier intends to utilize; specifying the agreed upon price to be paid for such goods and identifying in detail the contract item or items to be supplied by each MBE and WBE. A copy of the participating schedule will be forwarded to the Division of E.E.O. from the Division of Purchasing. Contingent upon a contract award, a letter of intent to enter into a purchase agreement, signed by both the supplier and the MBE and WBE (unless a waiver is requested in one of those categories), indicating the agreed upon price and scope of work, shall be provided.

D. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall provide to the County Division of E.E.O., copies of all the subcontracts and/or purchase agreements with the MBEs and WBEs within fifteen (15) days of contract award.

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

E. For the purpose of this section, the term "minority business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly-owned business, at least fifty-one percent (51%) of all stock is owned by minority group members. Such ownership shall be certified by the County Division of E.E.O.

For the purposes of this paragraph, "minority group members" are citizens of the United States who are African-American, Hispanic, Asian-American and American-Indian.

F. For the purposes of this section, the term "women-owned business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of publicly-owned business, at lest fifty-one percent (51%) of all stock is owned by a woman or women. Such ownership shal be certified by the County Division of E.E.O.

NOTE:

It is the prime vendor's responsibility to obtain MBE/WBE vendors and NOT the County of Erie. However, some vendors may be obtained from:

Director
Erie County Division of E.E.O.
95 Franklin Street
6TH Floor
Buffalo, NY 14202
(716) 858-7542

(01/09)

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUI
REGARDLESS OF THE BID AMOUNT.

BID NO.: 218076-00^
BID DATE: 1/22/2018

ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY: National Overhead Door, Inc.
AUTHORIZED REPRESENTATIVE: Sara E Foutz
ADDRESS: 5880 New Taylor Rd. Orchard Park, NY 14127
TELEPHONE NUMBER: (716) 667-3500
BID NAME: Overhead Door Repair

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

1. We do not use subcontractors.
2.
3.
4.
5.
6.

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
Name: _____				YES _____	
Address: _____				NO _____	
_____					
Telephone No. _____					
IRS # _____					
Name: _____				YES _____	
Address: _____				NO _____	
_____					
Telephone No. _____					
IRS # _____					

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
Name: _____ Address: _____ _____ Telephone No. _____ IRS # _____				YES _____ NO _____	
Name: _____ Address: _____ _____ Telephone No. _____ IRS # _____				YES _____ NO _____	
Name: _____ Address: _____ _____ Telephone No. _____ IRS # _____				YES _____ NO _____	

III. Total Dollar Amount to be subcontracted to
Minority Business Enterprise(s). $ 0.00
Women Business Enterprise(s). $ 0.00

IV. Total Amount of Bid $ 0.00

V. MBE Percent (%) of project bid % 0
WBE Percent (%) of project bid % 0

VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

Sara E Fortz 1/22/2018
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

(01/09)

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

(To be completed by the prime vendor and submitted to the Erie County Division of E.E.O. when contract is complete)

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

VENDOR: National Overhead Door, Inc. BID NO. 218076-002

MBE	$0.00 / N/A TOTAL AMOUNT EXPENDED
WBE	

TOTAL OF ALL MBE SUBCONTRACTS	$0.00
TOTAL OF ALL WOMEN SUBCONTRACTS	$0.00
AMOUNT OF CONTRACT (PRIME)	$0.00
FINAL MBE PERCENTAGE	$0%
FINAL WBE PERCENTAGE	$0%

I Sara E Foutz, as an official representative of National Overhead Door, Inc., do hereby certify that the information listed above is correct and complete.

SIGNATURE Sara E Foutz TITLE Treasurer DATE 1/22/2018

MAIL TO: Erie County Division of E.E.O.
95 Franklin Street
6th Floor
Buffalo, NY 14202

(01/09)

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

WAIVER RECOMMENDATION

COMPANY: National Overhead Door, Inc.

ADDRESS: 5880 New Taylor Road Orchard Park, NY 14127

TELEPHONE NUMBER: (716) 667-3500 BID NO.: 218076-002

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and

2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

1. _____ 6. _____

2. _____ 7. _____

3. _____ 8. _____

4. _____ 9. _____

5. _____ 10. _____

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

1/22/2018 Dawn E Fritz, Treasurer

DATE SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Granted in Whole: _____

Granted in Part: _____

Comments:

_____

_____

_____

DIRECTOR OF E.E.O. DATE

(01/09)

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

EXHIBIT "PW"

NEW YORK STATE PREVAILING WAGE

*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website https://www.labor.state.ny.us/formsdocs/wp/pw12.pdf.

This project's PRC# provided upon award

Records are to be submitted as directed in your award letter.

Failure to submit the legally required records will result in delayed payments.

Attachment: NATIONAL OVERHEAD (RES-2021-401 : Overhead Door Repair and Service - CRS #2564)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23220 **RESOLUTION 2021-402** **ADOPTED**

Director of Community Development

Please appoint a Director of Community Development. Permanent.
Contingent upon successful completion of all pre-employment requirements.
Effective May 17, 2021, at an annual salary of $124,996, Grade 2, Step I for Angela Panaro Rossi.

5/03/2021
Consent

RESULT:	**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: 05/03/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23222 **RESOLUTION 2021-403** **ADOPTED**

Assistant Municipal Engineer

Please appoint an Assistant Municipal Engineer to the Engineering Department, Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII, Effective May 4, 2021 at an annual salary of $87,782.06, Grade 1, Step B for Vaishali Reberholt.

This is a promotion for an employee currently serving as a Principal Engineer Assistant. Replacing an employee who retired.

5/03/2021
Consent

RESULT:	**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: 05/03/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 23212 **RESOLUTION 2021-404** **ADOPTED**

Student Resource Officer (SRO) 2021-2022 Agreement (CRS #2566) Amherst Central School District

TOWN BOARD AGENDA ITEM: MAY 3, 2021

TO: **Town Board**

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

RE: **Student Resource Officer (SRO) 2021-2022 Agreement (CRS #2566) Amherst Central School District**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst and the Amherst Central School District with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment

5/03/2021
Consent

FINANCIAL IMPACT:

A3121 .02260 Revenue ($51,125.00)

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

AGREEMENT
BY AND BETWEEN
TOWN OF AMHERST, NEW YORK
AND
AMHERST CENTRAL SCHOOL DISTRICT
FOR SCHOOL DISTRICT RESOURCE OFFICER PROGRAM

THIS AGREEMENT made _____, 2021, by and between the TOWN OF AMHERST, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and the AMHERST CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York, having its principal offices located at 55 Kings Highway, Amherst, New York 14226 (hereinafter referred to as the "School District").

WITNESSETH:

WHEREAS, the School District is desirous of obtaining the services of one (1) full-time School Resource Officer (hereinafter referred to as an "SRO") for the purposes and to provide the services set forth herein; and

WHEREAS, the Town, through its Police Department (hereinafter referred to as the "Police Department") is desirous of providing law enforcement and related services to the School District through providing to the School District an SRO under the terms and conditions set forth herein; and

WHEREAS, the School District and the Town recognize the potential outstanding benefits of providing an SRO to the School District to both the residents of the Town of Amherst, the School District and the students of the School District; and

WHEREAS, it is in the best interests of the School District and the Town to provide for the provision of an SRO by the Town, through its Police Department, to the School District.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth hereinbelow, it is hereby agreed between the Town, the Police Department, and the School District as follows:

1. General Purposes, Project Goals, Project Objectives and Performance Indicators.

It is the intent and provision of this Agreement to provide to the School District the services of an SRO from the Police Department to provide those services listed under the job description contained in Exhibit "A" annexed hereto (entitled the "SRO Placement Plan"), with the project goals and project objectives as set forth in Exhibit "A" which can be measured by the performance indicators set forth in Exhibit "A" and evaluated as set forth

Attachment: AmherstSRO2021Contract (RES-2021-404 : SRO Contract Amherst Central (CRS#2566))

in the evaluation plan as set forth in Exhibit "A", all as may also be otherwise set forth in the text of this Agreement.

2. Term of Agreement

The term of this Agreement shall be for the period commencing on July 1, 2021 and culminating on June 30, 2022.

3. Renewal of Agreement

Both parties shall notify the other party of their desire to renew the Agreement by written notice at least thirty (30) calendar days prior to the expiration of the term as set forth in Paragraph 2 above. Upon receipt and written acknowledgment of such notice this Agreement shall renew for successive terms of one (1) year until such time as the Agreement is not renewed by failure to notify in writing of desire to renew as stated above or by notice of termination of this Agreement as set forth in Paragraph 4 and Paragraph 5b.iiii of this Agreement.

4. Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) days calendar days written notice to the other party.

5. Assignment of School Resource Officer

The Chief of Police of the Police Department may assign a regularly employed police officer as the SRO to the School District pursuant to this Agreement as follows:

a. The SRO shall be nominated by the Chief of Police of the Police Department to the School District and, upon the concurrence of the Superintendent of Schools (the "Superintendent") of the School District to that nomination, the SRO shall be assigned as the SRO for the School District.

b. The SRO assigned to the School District must meet the following requirements:

i. The SRO must be a volunteer for the position as SRO.

ii. The person nominated to be SRO must be a full-time certified and sworn police officer with a minimum of three (3) years of law enforcement experience.

iii. The person nominated to be SRO must have had or must acquire specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g. D.A.R.E). Sufficiency of such experience shall be based upon the joint

Attachment: AmherstSRO2021Contract (RES-2021-404 : SRO Contract Amherst Central (CRS#2566))

concurrence of the Chief of Police of the Police Department and the Superintendent. The SRO may be re-assigned by the Chief of Police of the Police Department (or his designee) during periods of police emergency, situations which may require augmentation of the police force, or situations which may arise which may require the SRO to act as an officer of the law which may or may not be within the School District. Other times of reassignment may include, but are not limited to, training as required by the Police Department or federal and/or state law, court appearances as required by law, or time off as permitted by the collective bargaining agreement. The SRO will give consideration to the school calendar and use discretion when taking his/her discretionary time off.

iv. In the event the Police Department cannot provide an SRO, or a suitable replacement, for thirty (30) continuous days, the District has the option to terminate this Agreement immediately.

6. Dismissal of School Resource Officer: Replacement

a. In the event the Superintendent determines, in the sole discretion of the Superintendent, that the SRO is not effectively performing his or her duties and responsibilities, the Superintendent shall advise the Chief of Police of the Police Department.

b. The Chief of Police of the Police Department may dismiss or re-assign the SRO based upon Police Department rules, regulations and/or general orders consistent with the collective bargaining agreement. In such an event, a new SRO may be designated in accordance with the procedure outlined as in Paragraph 5 above.

7. Duties of the School Resource Officer

a. The duties of the SRO will include but not be limited to those duties set forth in the SRO Placement Plan annexed hereto as Exhibit "A" as part of the job description or performance indicators.

b. Consistent with the New York State Education Law and the School District's Code of Conduct, school disciplinary functions, including but not limited to all decisions and determinations regarding student discipline, are delegated to School District administrators. SRO(s) shall engage in separate and distinct work functions such as investigatory and security-based tasks, with the primary objective of securing the safety and well being of School District personnel, students, families, and visitors. SRO(s) shall not take part in the determination, issuance, or implementation of student discipline.

8. Duties of the School District

The School District shall provide the following materials and facilities which are deemed necessary for the performance of the SRO's duties:

Attachment: AmherstSRO2021Contract (RES-2021-404 : SRO Contract Amherst Central (CRS#2566))

a. A properly lighted private office which shall contain a telephone and shall be appropriate for private conversations between juveniles and the SRO.

b. A location for files and records which should be properly locked and secured.

c. Access to a computer and/or secretarial assistance, and access to a fax machine.

9. Hours of Duty of SRO

a. The Chief of Police of the Police Department shall arrange for the SRO to work a full day (8.25 hours) on each day when school is in session in the School District, except for the provisions set forth in Section 5.b.iii.

b. Additionally, upon the concurrence of the Superintendent and the Police Department, the SRO may be requested to attend extracurricular events. In the event school is scheduled for only part of a school day, the SRO shall work as SRO for the portion of the work day when school is in session and may otherwise perform such other duties as may be assigned to him within the Police Department.

10. Payment by School District to Town for SRO's Services

a. For the services of the SRO, the School District shall pay the Town, the sum of $5,112.50 per month during the regular school year, September through June.

b. The Town Supervisor, or his/her designee, shall notify the School District in writing by March 1st of the preceding school year of any change in the rate charged by the Town to the School District for the services of the SRO for the following school year.

c. The funds paid by the School District to the Police Department shall remain within the budget of the Police Department to cover the overtime costs of the SRO attending extra-curricular activities which occur outside the regular school day.

d. Both the School District and the Police Department shall establish procedures to track the hours and/or full days for which the Police Department provides the services of the SRO to the School District.

e. The Town shall invoice the School District every month for the services of the SRO. Upon verification of such invoices, the School District shall pay the same within thirty (30) days receipt of each invoice.

f. The School District may require the SRO to conform to a means of verifying the SRO's hours of work in the capacity of SRO, including sign in/sign out sheet and/or time card or such other means as are deemed appropriate and effective.

11. Employment Status of SRO

The SRO shall remain at all times an employee of the Police Department and shall not be for any purpose an employee of the School District. The School District and the

Attachment: AmherstSRO2021Contract (RES-2021-404 : SRO Contract Amherst Central (CRS#2566))

Town acknowledge that the SRO shall remain responsive to the chain of command within the Police Department.

12. Grant Funding

The School District may receive local, state and/or federal grants to cover all or part of the costs to be paid to the Police Department for the services of the SRO. The parties agree that they will administer the SRO program at all times to be consistent with the requirements of any such grant. In the event of an inconsistency between this Agreement and the requirements of any such grant, the provisions of such grant shall control, provided that nothing in any such grant shall require an adjustment to the rate of pay by the School District to the Police Department for the services of the SRO, or violate any terms of the Police Department chain of command, rules, regulations, general orders consistent with the collective bargaining agreement.

13. Good Faith

The School District, the Town, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by discussion between the Superintendent and the Chief of Police of the Police Department or their designees.

14. Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, or by express courier service and addressed as follows:

If to the School District:
Superintendent of Schools
Amherst Central School District
55 Kings Highway
Amherst, New York 14226

If to the Police Department:
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

If to the Town:
Town Supervisor
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

In addition, correspondence will also be sent via email to the particular receiving party as named above.

Attachment: AmherstSRO2021Contract (RES-2021-404 : SRO Contract Amherst Central (CRS#2566))

15. Modification

This Agreement constitutes the full understanding of the parties and not terms, conditions or understandings or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by the duly authorized representatives of the parties.

16. Non-Assignment

Neither the School District nor the Town or Police Department shall assign, transfer, sublet or otherwise dispose of this Agreement or its right, title or interest in this Agreement or its power to execute the same or to any other person or corporation without the previous consent in writing of the governing bodies of both the School District and the Town. Any assignment of this Agreement not complying with the foregoing shall be null and void and of no force and effect whatsoever.

17. Severability

In the event any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

18. Agreement Interest

No officer or employee of the Town, who is authorized in such capacity on behalf of the Town to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving this Agreement, shall be, directly or indirectly, interested personally in this Agreement, or in any part hereof. No officer or employee of the Town who is authorized in such capacity on behalf of the Town to exercise any supervisory or administrative function in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

19. Hold Harmless

To the fullest extent provided by law, the parties agree to indemnify, hold harmless and defend one another, their agents, employees or any other persons authorized to act for them hereunder against loss or expense, including attorney's fees, by reason a a liability imposed by law upon a party, for damages because of or to persons or to property arising out of or in consequence of the performance of this Agreement resulting from that party's negligence, error, omission, or conduct.

Attachment: AmherstSRO2021Contract (RES-2021-404 : SRO Contract Amherst Central (CRS#2566))

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first written above.

TOWN OF AMHERST, NEW YORK

By: _____ _____
Brian J. Kulpa, Supervisor Date

TOWN OF AMHERST, NEW YORK,
POLICE DEPARTMENT

By: _____ _____
Scott P. Chamberlin, Chief of Police Date

AMHERST CENTRAL SCHOOL DISTRICT

By: _____ 4/16/21
Anthony Panella, Superintendent Date

Attachment: AmherstSRO2021Contract (RES-2021-404 : SRO Contract Amherst Central (CRS#2566))

EXHIBIT "A"

SCHOOL RESOURCE OFFICER PLACEMENT PLAN

Amherst Police Department &
Amherst Central School District

Introduction

With more attention being paid to the safety of students while they are at school, many communities are considering strategies which are intended to make schools safer environments. Although statistics on school crime and violence convey that such crime and violence are not necessarily occurring in greater numbers, there is, at a minimum, anecdotal evidence which suggests that the types of incidents which are taking place on school property may be more severe in nature and may be having marked negative impact on the educational processes for which schools are responsible. Additionally, media coverage of tragic school shootings and other violence which occurred during the past decade has motivated many communities to act.

One of the ways communities are taking action is by making decisions that law enforcement officers need to be assigned to provide coverage to schools so that safety, security, and order can be maintained. The underlying rationale which is being employed by communities is that a given school's crime and violence problems are not exclusively that school's problems, but are reflective of community problems. Such a rationale leads to consideration of community approaches. Hence, in many communities the "School Resource Officer" (SRO) approach is being considered.

The U.S. Departments of Education, Health and Human Services, and Justice provide a definition for "School Resource Officer":

> *A career law enforcement officer, with sworn authority, deployed in community oriented policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations to: (a) address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (b) develop or expand crime prevention efforts for students; (c) education likely school-age victims in crime prevention and safety; (d) develop or expand community justice initiatives for students; (e) train students in conflict resolution, restorative justice, and crime awareness; (f) assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (g) assist in developing school policy that addresses crime and recommend procedural changes (Safe Schools/Healthy Students Initiative).*

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The National Association of School Resource Officers (NASRO) defines "School Resource Officer" as:

> *Officers (who) promote a better understanding of our laws, why they were enacted and their benefits. They provide a visible and positive image for law enforcement. They serve as a confidential source of counseling to students concerning the problems they face. They bring expertise into schools that will help young people make more positive choices in their lives. They also work to protect the school environment and to maintain an atmosphere where teachers feel safe to teach and students feel safe enough to learn (NASRO website).*

Regardless of definition, School Resource Officers have three main functions: *law enforcement officer, law-related teacher, and law-related counselor.* First, as a law enforcement officer, the SRO maintains a safe and secure environment on the school campus that will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances. Second, as a teacher, the SRO promotes positive attitudes regarding the police role in society and informs the students of their rights and responsibilities as lawful citizens. Third, as a counselor, the SRO establishes a more complete liaison with school personnel and students in an effort to prevent juvenile delinquency. According to the National Assessment of School Resource Officer Programs (National Institute of Justice, 2005), SRO's spend on average about 60-65 percent of their time on law enforcement, 25-30 percent counseling, and 5-10 percent teaching.

The most effective way an SRO can accomplish these goals is to be a positive role model; students learn from every interaction they have with an SRO. It is essential for an SRO to endorse high moral standards, use good judgment and discretion, be consistent and fair, respect all students, and display a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible and willing to talk to the students; attend and participate in school activities both during the school year and the summer months; interact positively with the students and the community while taking their concerns seriously; maintain a relationship with the students' parents by attending PTA meetings and parent conferences; and maintain a relationship with the faculty and school administrators.

The SRO interacts with the school administrators and faculty, the student body, and the outside community. Although working in the school, the SRO is still an employee of the law enforcement agency and is responsible for identifying and resolving school safety problems. However, the SRO is not the disciplinarian or chaperone for the school –which job remains with the principal and faculty. As a resource for school administrators, the SRO serves as a means of establishing order and safety so learning can take place. The SRO shares information with faculty on gang activity and truants, provides expertise on crime prevention and responds to and investigates criminal activity in the school. The SRO is also a teacher who provides law-related education to students. As a resource for the student body, the SRO's office with the school serves as a resource center and makes available to students information on topics ranging from date rape to drug abuse. The SRO

Attachment: AmherstSRO2021Contract (RES-2021-404 : SRO Contract Amherst Central (CRS#2566))

also assists the school guidance department by counseling students; giving them the opportunity to talk about their problems and helping them find positive solutions. When necessary, the SRO refers students and family members to appropriate social agencies for additional assistance. Additionally, the SRO responds to requests from parents and the community regarding truants, drug activity, domestic problems, burglaries, thefts, and other school safety issues.

The SRO Program works to prevent juvenile delinquency and create a favorable student/police officer relationship. The Town of Amherst, the Amherst Town Court, school administrators, teachers, parents, and students are all beneficiaries of the SRO Program and, as stakeholders in the search for safer schools, must support and work with the SRO to reduce criminal conduct both on and off campus.

Job Description

- Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies
- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with other police personnel, school administration and faculty, and students to design crime prevention strategies.
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce School District policies and procedures, Assist school administration in emergency response planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
- Develop, implement and instruct classes in law related topics to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
- Work with school counselors and other student support staff to assist students and to provide services to students involved in situations where referral to service agencies are necessary. Assist in conflict resolution efforts.
- Initiate interaction with students in the classroom and general areas of the school building; participate in individual and small group meetings and conferences with students. Promote the profession of police officer and be a positive role model. Increase the accessibility of police to the school community.

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Juvenile Crime

Contemporary theories on juvenile delinquency suggest that the proliferation of negative influences in children's lives relate directly to juvenile crime rates. Some of these negative elements are poverty, discrimination, peer pressure, an unstable home life (broken or single parent homes), and unstable school life, psychological instability, changing morals of society, ineffectiveness of the juvenile justice system, direct influences of the mass media, and ignorance to the law and criminal justice system.

Recent statistics indicate that although the overall juvenile violent crime rate within the nation has been on the decline after decades of escalation, juvenile crime rates for other offenses have remained relatively static. Crime in schools has also seen a steady rise during the same periods. According to the National Crime Safety Center, juveniles commit more than 3 million crimes in schools each year. Although part of these changes may be attributable to greater public awareness of crime in schools and increasing pressure on education officials to report school crime incidents, there is no question that violence and crime are on the rise in our schools and affecting our children's ability to learn.

Project Goals

- To maintain a safe and secure environment on the school campus which will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances.
- To promote positive attitudes regarding the police role in society and to inform the students of their rights and responsibilities as lawful citizens.
- To establish a more complete liaison with school personnel and students in a cooperative effort to prevent juvenile delinquency.
- To bridge the gap between police officers and adolescents in order to increase positive attitudes toward law enforcement and to reduce juvenile crime through counseling, teaching about the criminal justice system, and taking a personal interest in the students.

Project Objectives

- Promote student understanding of the law and the criminal justice system.
- Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.
- Decrease gang activity and involvement in gangs by students.
- Improve students' attitudes and relationships with law enforcement personnel.
- Increase access of students, parents, and families to community agencies which offer assistance to youths and their families for problems that require professional help.
- Conduct crime prevention programs and improve school officials' response to criminal activity and violence.

Attachment: AmherstSRO2021Contract (RES-2021-404 : SRO Contract Amherst Central (CRS#2566))

Performance Indicators

- Present law-related education to classes during the school year. The SRO will keep a record of all law-related courses that are taught including drug prevention presentations and other programs deemed necessary and appropriate by school administrators and police management.
- The number of student conduct/criminal violations for the school year will be compared to the number from previous school years to determine any increase or decrease.
- The SRO will keep a record of all gang activity on or near campus, attempt to identify the individuals involved, and relate this information to the police department. This information will be compared to records from previous years to determine changes in gang activity. If necessary, the SRO will present gang awareness and prevention training to the student body, faculty, and parent organizations.
- The SRO will assess the students' attitudes toward law enforcement by interacting with them during the school day and during extracurricular activities and through the use of student surveys at the beginning and end of each school year. The relationship between the SRO and the student body will also be assessed through surveys completed by parents, faculty members, and administrators to gauge the effectiveness of the SRO program.
- The SRO will research and document all municipal, county, and state agencies available to provide services to students and their families. A directory of such agencies including points of contact will be developed or maintained. The SRO will hold conferences with students, parents, and school faculty when appropriate and keep a log of this activity. The SRO will also maintain a record of all referral services rendered and follow-up the referrals to determine if they were helpful or if other services are necessary.
- The SRO will maintain a record of all crime prevention lectures or seminars given to the student body or public. The SRO will assist school administrators in surveying school facilities for areas that provide opportunities for commission of a crime and develop a plan to correct the problem. The SRO will also assist school violence prevention teams in developing strategic responses to incidents of violence within the school.
- The commanding officer will be responsible to collect and analyze data, prepare progress reports and write the annual evaluation report.
- Data will be gathered on law enforcement related incidents, law enforcement related course grades, parent and teacher survey results, and outcomes of conferences with students, parents and faculty members, as well as any other information that is explicitly mentioned in the projects' performance indicators.

Attachment: AmherstSRO2021Contract (RES-2021-404 : SRO Contract Amherst Central (CRS#2566))

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 23214 **RESOLUTION 2021-405** **ADOPTED**

Student Resource Officer (SRO) 2021-2022 Agreement (CRS #2568) Williamsville Central School District

TOWN BOARD AGENDA ITEM: MAY 3, 2021

TO: **Town Board**

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

RE: **Student Resource Officer (SRO) 2021-2022 Agreement (CRS#2568) Williamsville Central School District**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst and the Williamsville Central School District with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: May 3, 2021)**

5/03/2021
Consent

FINANCIAL IMPACT:

A3121 .02260 Revenue ($153,375.00)

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

AGREEMENT
BY AND BETWEEN
TOWN OF AMHERST, NEW YORK
AND
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
FOR SCHOOL DISTRICT RESOURCE OFFICER PROGRAM

THIS AGREEMENT made _____, 2021, by and between the TOWN OF AMHERST, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and the WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York, having its principal offices located at 105 Casey Road, East Amherst, New York 14051 (hereinafter referred to as the "School District").

WITNESSETH:

WHEREAS, the School District is desirous of obtaining the services of three (3) full-time School Resource Officers (hereinafter referred to as "SROs") for the purposes and to provide the services set forth herein; and

WHEREAS, the Town, through its Police Department (hereinafter referred to as the "Police Department") is desirous of providing law enforcement and related services to the School District through providing to the School District three (3) SROs under the terms and conditions set forth herein; and

WHEREAS, the School District and the Town recognize the potential outstanding benefits of providing SROs to the School District to both the residents of the Town of Amherst, the School District and the students of the School District; and

WHEREAS, it is in the best interests of the School District and the Town to provide for the provision of SROs by the Town, through its Police Department, to the School District.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth hereinbelow, it is hereby agreed between the Town, the Police Department, and the School District as follows:

1. General Purposes, Project Goals, Project Objectives and Performance Indicators.

It is the intent and provision of this Agreement to provide to the School District the services of three (3) SROs from the Police Department to provide those services listed under the job description contained in Exhibit "A" annexed hereto (entitled the "SRO Placement Plan"), with the project goals and project objectives as set forth in Exhibit "A" which can be measured by the performance indicators set forth in Exhibit "A" and

Attachment: WmsvlSRO2021Contract (RES-2021-405 : SRO Contract Williamsville Central School District (CRS#2568))

evaluated as set forth in the evaluation plan as set forth in Exhibit "A", all as may also be otherwise set forth in the text of this Agreement.

2. Term of Agreement

The term of this Agreement shall be for the period commencing on July 1, 2021 and culminating on June 30, 2022.

3. Renewal of Agreement

Both parties shall notify the other party of their desire to renew the Agreement by written notice at least thirty (30) calendar days prior to the expiration of the term as set forth in Paragraph 2 above. Upon receipt and written acknowledgment of such notice this Agreement shall renew for successive terms of one (1) year until such time as the Agreement is not renewed by failure to notify in writing of desire to renew as stated above or by notice of termination of this Agreement as set forth in Paragraph 4 and Paragraph 5.b.iiii of this Agreement.

4. Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) days calendar days written notice to the other party.

5. Assignment of School Resource Officer

The Chief of Police of the Police Department may assign three (3) regularly employed police officers as the SROs to the School District pursuant to this Agreement as follows:

a. The SROs shall be nominated by the Chief of Police of the Police Department to the School District and, upon the concurrence of the Superintendent of Schools (the "Superintendent") of the School District to that nomination, the SROs shall be assigned as the SROs for the School District.

b. Each SRO assigned to the School District must meet the following requirements:

i. The SRO must be a volunteer for the position as SRO.

ii. The person nominated to be SRO must be a full-time certified and sworn police officer with a minimum of three (3) years of law enforcement experience.

iii. The person nominated to be SRO must have had or must acquire specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g.

Attachment: WmsvlSRO2021Contract (RES-2021-405 : SRO Contract Williamsville Central School District (CRS#2568))

D.A.R.E). Sufficiency of such experience shall be based upon the joint concurrence of the Chief of Police of the Police Department and the Superintendent. The SRO may be re-assigned by the Chief of Police of the Police Department (or his designee) during periods of police emergency, situations which may require augmentation of the police force, or situations which may arise which may require the SRO to act as an officer of the law which may or may not be within the School District. Other times of reassignment may include, but are not limited to, training as required by the Police Department or federal and/or state law, court appearances as required by law, or time off as permitted by the collective bargaining agreement. The SRO will give consideration to the school calendar and use discretion when taking his/her discretionary time off.

iv. In the event the Police Department cannot provide an SRO, or a suitable replacement, for thirty (30) continuous days, the District has the option to terminate this Agreement immediately.

6. Dismissal of School Resource Officer: Replacement

a. In the event the Superintendent determines, in the sole discretion of the Superintendent, that if an SRO is not effectively performing his or her duties and responsibilities, the Superintendent shall advise the Chief of Police of the Police Department.

b. The Chief of Police of the Police Department may dismiss or re-assign an SRO based upon Police Department rules, regulations and/or general orders consistent with the collective bargaining agreement. In such an event, a new SRO may be designated in accordance with the procedure outlined as in Paragraph 5 above.

7. Duties of the School Resource Officer

a. The duties of the SROs will include but not be limited to those duties set forth in the SRO Placement Plan annexed hereto as Exhibit "A" as part of the job description or performance indicators.

b. Consistent with the New York State Education Law and the School District's Code of Conduct, school disciplinary functions, including but not limited to all decisions and determinations regarding student discipline, are delegated to School District administrators. SROs shall engage in separate and distinct work functions such as investigatory and security-based tasks, with the primary objective of securing the safety and well being of School District personnel, students, families, and visitors. SROs shall not take part in the determination, issuance, or implementation of student discipline.

8. Duties of the School District

The School District shall provide to each of the SROs the following materials and facilities which are deemed necessary for the performance of the SROs' duties:

Attachment: WmsvlSRO2021Contract (RES-2021-405 : SRO Contract Williamsville Central School District (CRS#2568))

a. A properly lighted private office which shall contain a telephone and shall be appropriate for private conversations between juveniles and the SRO.

b. A location for files and records which should be properly locked and secured.

c. Access to a computer and/or secretarial assistance, and access to a fax machine.

9. Hours of Duty of SRO

a. The Chief of Police of the Police Department shall arrange for the SROs to work a full day (8.25 hours) on each day when school is in session in the School District, except for the provisions set forth in Section 5.b.iii.

b. Additionally, upon the concurrence of the Superintendent and the Police Department, the SROs may be requested to attend extracurricular events. In the event school is scheduled for only part of a school day, the SROs shall work as SROs for the portion of the work day when school is in session and may otherwise perform such other duties as may be assigned to him or her within the Police Department.

10. Payment by School District to Town for SROs' Services

a. For the services of the SROs, the School District shall pay the Town the sum of $15,337.50 per month ($5,112.50 per Officer) during the regular school year, September through June.

b. The Town Supervisor, or his/her designee, shall notify the School District in writing by March 1st of the preceding school year of any change in the rate charged by the Town to the School District for the services of the SROs for the following school year.

c. The funds paid by the School District to the Police Department shall remain within the budget of the Police Department to cover the overtime costs of the SROs attending extra-curricular activities which occur outside the regular school day.

d. Both the School District and the Police Department shall establish procedures to track the hours and/or full days for which the Police Department provides the services of the SROs to the School District.

e. The Town shall invoice the School District every month for the services of the SROs. Upon verification of such invoices, the School District shall pay the same within thirty (30) days receipt of each invoice.

f. The School District may require the SROs to conform to a means of verifying the hours of work in the capacity of SROs, including sign in/sign out sheet and/or time card or such other means as are deemed appropriate and effective.

Attachment: WmsvlSRO2021Contract (RES-2021-405 : SRO Contract Williamsville Central School District (CRS#2568))

11. Employment Status of SROs

The SROs shall remain at all times an employee of the Police Department and shall not be for any purpose an employee of the School District. The School District and the Town acknowledge that the SROs shall remain responsive to the chain of command within the Police Department.

12. Grant Funding

The School District may receive local, state and/or federal grants to cover all or part of the costs to be paid to the Police Department for the services of the SROs. The parties agree that they will administer the SRO program at all times to be consistent with the requirements of any such grant. In the event of an inconsistency between this Agreement and the requirements of any such grant, the provisions of such grant shall control, provided that nothing in any such grant shall require an adjustment to the rate of pay by the School District to the Police Department for the services of the SROs, or violate any terms of the Police Department chain of command, rules, regulations, general orders consistent with the collective bargaining agreement.

13. Good Faith

The School District, the Town, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by discussion between the Superintendent and the Chief of Police of the Police Department or their designees.

14. Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, or by express courier service and addressed as follows:

If to the School District:

Superintendent of Schools
Williamsville Central School District
105 Casey Road
East Amherst, New York 14051

If to the Police Department:

Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

If to the Town:

Town Supervisor
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

Attachment: WmsvlSRO2021Contract (RES-2021-405 : SRO Contract Williamsville Central School District (CRS#2568))

In addition, correspondence will also be sent via email to the particular receiving party as named above.

15. Modification

This Agreement constitutes the full understanding of the parties and not terms, conditions or understandings or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by the duly authorized representatives of the parties.

16. Non-Assignment

Neither the School District nor the Town or Police Department shall assign, transfer, sublet or otherwise dispose of this Agreement or its right, title or interest in this Agreement or its power to execute the same or to any other person or corporation without the previous consent in writing of the governing bodies of both the School District and the Town. Any assignment of this Agreement not complying with the foregoing shall be null and void and of no force and effect whatsoever.

17. Severability

In the event any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

18. Agreement Interest

No officer or employee of the Town, who is authorized in such capacity on behalf of the Town to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving this Agreement, shall be, directly or indirectly, interested personally in this Agreement, or in any part hereof. No officer or employee of the Town who is authorized in such capacity on behalf of the Town to exercise any supervisory or administrative function in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

19. Hold Harmless

To the fullest extent provided by law, the parties agree to indemnify, hold harmless and defend one another, their agents, employees or any other persons authorized to act for them hereunder against loss or expense, including attorney's fees, by reason a a liability imposed by law upon a party, for damages because of or to persons or to property arising out of or in consequence of the performance of this Agreement resulting from that party's negligence, error, omission, or conduct.

Attachment: WmsvlSRO2021Contract (RES-2021-405 : SRO Contract Williamsville Central School District (CRS#2568))

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first written above.

TOWN OF AMHERST, NEW YORK

By: _____ _____
Brian J. Kulpa, Supervisor Date

TOWN OF AMHERST, NEW YORK,
POLICE DEPARTMENT

By: _____ _____
Scott P. Chamberlin, Chief of Police Date

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

By: John S. McKenna 4/16/21
John McKenna, Acting Superintendent Date

Attachment: WmsvlSRO2021Contract (RES-2021-405 : SRO Contract Williamsville Central School District (CRS#2568))

EXHIBIT "A"

SCHOOL RESOURCE OFFICER PLACEMENT PLAN

Amherst Police Department &
Williamsville Central School District

Introduction

With more attention being paid to the safety of students while they are at school, many communities are considering strategies which are intended to make schools safer environments. Although statistics on school crime and violence convey that such crime and violence are not necessarily occurring in greater numbers, there is, at a minimum, anecdotal evidence which suggests that the types of incidents which are taking place on school property may be more severe in nature and may be having marked negative impact on the educational processes for which schools are responsible. Additionally, media coverage of tragic school shootings and other violence which occurred during the past decade has motivated many communities to act.

One of the ways communities are taking action is by making decisions that law enforcement officers need to be assigned to provide coverage to schools so that safety, security, and order can be maintained. The underlying rationale which is being employed by communities is that a given school's crime and violence problems are not exclusively that school's problems, but are reflective of community problems. Such a rationale leads to consideration of community approaches. Hence, in many communities the "School Resource Officer" (SRO) approach is being considered.

The U.S. Departments of Education, Health and Human Services, and Justice provide a definition for "School Resource Officer":

> *A career law enforcement officer, with sworn authority, deployed in community oriented policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations to: (a) address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (b) develop or expand crime prevention efforts for students; (c) education likely school-age victims in crime prevention and safety; (d) develop or expand community justice initiatives for students; (e) train students in conflict resolution, restorative justice, and crime awareness; (f) assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (g) assist in developing school policy that addresses crime and recommend procedural changes (Safe Schools/Healthy Students Initiative).*

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The National Association of School Resource Officers (NASRO) defines "School Resource Officer" as:

> *Officers (who) promote a better understanding of our laws, why they were enacted and their benefits. They provide a visible and positive image for law enforcement. They serve as a confidential source of counseling to students concerning the problems they face. They bring expertise into schools that will help young people make more positive choices in their lives. They also work to protect the school environment and to maintain an atmosphere where teachers feel safe to teach and students feel safe enough to learn (NASRO website).*

Regardless of definition, School Resource Officers have three main functions: *law enforcement officer, law-related teacher, and law-related counselor.* First, as a law enforcement officer, the SRO maintains a safe and secure environment on the school campus that will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances. Second, as a teacher, the SRO promotes positive attitudes regarding the police role in society and informs the students of their rights and responsibilities as lawful citizens. Third, as a counselor, the SRO establishes a more complete liaison with school personnel and students in an effort to prevent juvenile delinquency. According to the National Assessment of School Resource Officer Programs (National Institute of Justice, 2005), SRO's spend on average about 60-65 percent of their time on law enforcement, 25-30 percent counseling, and 5-10 percent teaching.

The most effective way an SRO can accomplish these goals is to be a positive role model; students learn from every interaction they have with an SRO. It is essential for an SRO to endorse high moral standards, use good judgment and discretion, be consistent and fair, respect all students, and display a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible and willing to talk to the students; attend and participate in school activities both during the school year and the summer months; interact positively with the students and the community while taking their concerns seriously; maintain a relationship with the students' parents by attending PTA meetings and parent conferences; and maintain a relationship with the faculty and school administrators.

The SRO interacts with the school administrators and faculty, the student body, and the outside community. Although working in the school, the SRO is still an employee of the law enforcement agency and is responsible for identifying and resolving school safety problems. However, the SRO is not the disciplinarian or chaperone for the school –which job remains with the principal and faculty. As a resource for school administrators, the SRO serves as a means of establishing order and safety so learning can take place. The SRO shares information with faculty on gang activity and truants, provides expertise on crime prevention and responds to and investigates criminal activity in the school. The SRO is also a teacher who provides law-related education to students. As a resource for the student body, the SRO's office with the school serves as a resource center and makes available to students information on topics ranging from date rape to drug abuse. The SRO

Attachment: WmsvlSRO2021Contract (RES-2021-405 : SRO Contract Williamsville Central School District (CRS#2568))

also assists the school guidance department by counseling students; giving them the opportunity to talk about their problems and helping them find positive solutions. When necessary, the SRO refers students and family members to appropriate social agencies for additional assistance. Additionally, the SRO responds to requests from parents and the community regarding truants, drug activity, domestic problems, burglaries, thefts, and other school safety issues.

The SRO Program works to prevent juvenile delinquency and create a favorable student/police officer relationship. The Town of Amherst, the Amherst Town Court, school administrators, teachers, parents, and students are all beneficiaries of the SRO Program and, as stakeholders in the search for safer schools, must support and work with the SRO to reduce criminal conduct both on and off campus.

Job Description

- Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies
- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with other police personnel, school administration and faculty, and students to design crime prevention strategies.
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce School District policies and procedures, Assist school administration in emergency response planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
- Develop, implement and instruct classes in law related topics to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
- Work with school counselors and other student support staff to assist students and to provide services to students involved in situations where referral to service agencies are necessary. Assist in conflict resolution efforts.
- Initiate interaction with students in the classroom and general areas of the school building; participate in individual and small group meetings and conferences with students. Promote the profession of police officer and be a positive role model. Increase the accessibility of police to the school community.

Attachment: WmsvlSRO2021Contract (RES-2021-405 : SRO Contract Williamsville Central School District (CRS#2568))

Juvenile Crime

Contemporary theories on juvenile delinquency suggest that the proliferation of negative influences in children's lives relate directly to juvenile crime rates. Some of these negative elements are poverty, discrimination, peer pressure, an unstable home life (broken or single parent homes), and unstable school life, psychological instability, changing morals of society, ineffectiveness of the juvenile justice system, direct influences of the mass media, and ignorance to the law and criminal justice system.

Recent statistics indicate that although the overall juvenile violent crime rate within the nation has been on the decline after decades of escalation, juvenile crime rates for other offenses have remained relatively static. Crime in schools has also seen a steady rise during the same periods. According to the National Crime Safety Center, juveniles commit more than 3 million crimes in schools each year. Although part of these changes may be attributable to greater public awareness of crime in schools and increasing pressure on education officials to report school crime incidents, there is no question that violence and crime are on the rise in our schools and affecting our children's ability to learn.

Project Goals

- To maintain a safe and secure environment on the school campus which will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances.
- To promote positive attitudes regarding the police role in society and to inform the students of their rights and responsibilities as lawful citizens.
- To establish a more complete liaison with school personnel and students in a cooperative effort to prevent juvenile delinquency.
- To bridge the gap between police officers and adolescents in order to increase positive attitudes toward law enforcement and to reduce juvenile crime through counseling, teaching about the criminal justice system, and taking a personal interest in the students.

Project Objectives

- Promote student understanding of the law and the criminal justice system.
- Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.
- Decrease gang activity and involvement in gangs by students.
- Improve students' attitudes and relationships with law enforcement personnel.
- Increase access of students, parents, and families to community agencies which offer assistance to youths and their families for problems that require professional help.
- Conduct crime prevention programs and improve school officials' response to criminal activity and violence.

Attachment: WmsvlSRO2021Contract (RES-2021-405 : SRO Contract Williamsville Central School District (CRS#2568))

Performance Indicators

- Present law-related education to classes during the school year. The SRO will keep a record of all law-related courses that are taught including drug prevention presentations and other programs deemed necessary and appropriate by school administrators and police management.
- The number of student conduct/criminal violations for the school year will be compared to the number from previous school years to determine any increase or decrease.
- The SRO will keep a record of all gang activity on or near campus, attempt to identify the individuals involved, and relate this information to the police department. This information will be compared to records from previous years to determine changes in gang activity. If necessary, the SRO will present gang awareness and prevention training to the student body, faculty, and parent organizations.
- The SRO will assess the students' attitudes toward law enforcement by interacting with them during the school day and during extracurricular activities and through the use of student surveys at the beginning and end of each school year. The relationship between the SRO and the student body will also be assessed through surveys completed by parents, faculty members, and administrators to gauge the effectiveness of the SRO program.
- The SRO will research and document all municipal, county, and state agencies available to provide services to students and their families. A directory of such agencies including points of contact will be developed or maintained. The SRO will hold conferences with students, parents, and school faculty when appropriate and keep a log of this activity. The SRO will also maintain a record of all referral services rendered and follow-up the referrals to determine if they were helpful or if other services are necessary.
- The SRO will maintain a record of all crime prevention lectures or seminars given to the student body or public. The SRO will assist school administrators in surveying school facilities for areas that provide opportunities for commission of a crime and develop a plan to correct the problem. The SRO will also assist school violence prevention teams in developing strategic responses to incidents of violence within the school.
- The commanding officer will be responsible to collect and analyze data, prepare progress reports and write the annual evaluation report.
- Data will be gathered on law enforcement related incidents, law enforcement related course grades, parent and teacher survey results, and outcomes of conferences with students, parents and faculty members, as well as any other information that is explicitly mentioned in the projects' performance indicators.

Attachment: WmsvlSRO2021Contract (RES-2021-405 : SRO Contract Williamsville Central School District (CRS#2568))

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 23215 **RESOLUTION 2021-406** **ADOPTED**

Student Resource Officer (SRO) 2021-2022 Agreement (CRS #2567) Sweet Home Central School District

TOWN BOARD AGENDA ITEM: MAY 3, 2021

TO: **Town Board**

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

RE: **Student Resource Officer (SRO) 2021-2022 Agreement (CRS#2567) Sweet Home Central School District**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst and the Sweet Home Central School District with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: May 3, 2021)**

5/03/2021
Consent

FINANCIAL IMPACT:

A3121 .02260: Revenue ($51,125.00)

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

AGREEMENT
BY AND BETWEEN
TOWN OF AMHERST, NEW YORK
AND
SWEET HOME CENTRAL SCHOOL DISTRICT
FOR SCHOOL DISTRICT RESOURCE OFFICER PROGRAM

THIS AGREEMENT made _____, 2021, by and between the TOWN OF AMHERST, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and the SWEET HOME CENTRAL SCHOOL DISTRICT, an educational corporation organized and existing under the laws of the State of New York, having its principal offices located at 1901 Sweet Home Road, Amherst, New York 14228 (hereinafter referred to as the "School District").

WITNESSETH:

WHEREAS, the School District is desirous of obtaining the services of one (1) full-time School Resource Officer (hereinafter referred to as an "SRO") for the purposes and to provide the services set forth herein; and

WHEREAS, the Town, through its Police Department (hereinafter referred to as the "Police Department") is desirous of providing law enforcement and related services to the School District through providing to the School District an SRO under the terms and conditions set forth herein; and

WHEREAS, the School District and the Town recognize the potential outstanding benefits of providing an SRO to the School District to both the residents of the Town of Amherst, the School District and the students of the School District; and

WHEREAS, it is in the best interests of the School District and the Town to provide for the provision of an SRO by the Town, through its Police Department, to the School District.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth hereinbelow, it is hereby agreed between the Town, the Police Department, and the School District as follows:

1. General Purposes, Project Goals, Project Objectives and Performance Indicators.

It is the intent and provision of this Agreement to provide to the School District the services of an SRO from the Police Department to provide those services listed under the job description contained in Exhibit "A" annexed hereto (entitled the "SRO Placement Plan"), with the project goals and project objectives as set forth in Exhibit "A" which can be measured by the performance indicators set forth in Exhibit "A" and evaluated as set forth

Attachment: SweetHomeSRO2021Contract (RES-2021-406 : SRO Contract Sweet Home (CRS#2567))

in the evaluation plan as set forth in Exhibit "A", all as may also be otherwise set forth in the text of this Agreement.

2. Term of Agreement

The term of this Agreement shall be for the period commencing on July 1, 2021 and culminating on June 30, 2022.

3. Renewal of Agreement

Both parties shall notify the other party of their desire to renew the Agreement by written notice at least thirty (30) calendar days prior to the expiration of the term as set forth in Paragraph 2 above. Upon receipt and written acknowledgment of such notice this Agreement shall renew for successive terms of one (1) year until such time as the Agreement is not renewed by failure to notify in writing of desire to renew as stated above or by notice of termination of this Agreement as set forth in Paragraph 4 and Paragraph 5.b.iiii of this Agreement.

4. Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) days calendar days written notice to the other party.

5. Assignment of School Resource Officer

The Chief of Police of the Police Department may assign a regularly employed police officer as the SRO to the School District pursuant to this Agreement as follows:

a. The SRO shall be nominated by the Chief of Police of the Police Department to the School District and, upon the concurrence of the Superintendent of Schools (the "Superintendent") of the School District to that nomination, the SRO shall be assigned as the SRO for the School District.

b. The SRO assigned to the School District must meet the following requirements:

i. The SRO must be a volunteer for the position as SRO.

ii. The person nominated to be SRO must be a full-time certified and sworn police officer with a minimum of three (3) years of law enforcement experience.

iii. The person nominated to be SRO must have had or must acquire specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g. D.A.R.E). Sufficiency of such experience shall be based upon the joint

Attachment: SweetHomeSRO2021Contract (RES-2021-406 : SRO Contract Sweet Home (CRS#2567))

concurrence of the Chief of Police of the Police Department and the Superintendent. The SRO may be re-assigned by the Chief of Police of the Police Department (or his designee) during periods of police emergency, situations which may require augmentation of the police force, or situations which may arise which may require the SRO to act as an officer of the law which may or may not be within the School District. Other times of reassignment may include, but are not limited to, training as required by the Police Department or federal and/or state law, court appearances as required by law, or time off as permitted by the collective bargaining agreement. The SRO will give consideration to the school calendar and use discretion when taking his/her discretionary time off.

iv. In the event the Police Department cannot provide an SRO, or a suitable replacement, for thirty (30) continuous days, the District has the option to terminate this Agreement immediately.

6. Dismissal of School Resource Officer: Replacement

a. In the event the Superintendent determines, in the sole discretion of the Superintendent, that the SRO is not effectively performing his or her duties and responsibilities, the Superintendent shall advise the Chief of Police of the Police Department.

b. The Chief of Police of the Police Department may dismiss or re-assign the SRO based upon Police Department rules, regulations and/or general orders consistent with the collective bargaining agreement. In such an event, a new SRO may be designated in accordance with the procedure outlined as in Paragraph 5 above.

7. Duties of the School Resource Officer

a. The duties of the SRO will include but not be limited to those duties set forth in the SRO Placement Plan annexed hereto as Exhibit "A" as part of the job description or performance indicators.

b. Consistent with the New York State Education Law and the School District's Code of Conduct, school disciplinary functions, including but not limited to all decisions and determinations regarding student discipline, are delegated to School District administrators. SRO(s) shall engage in separate and distinct work functions such as investigatory and security-based tasks, with the primary objective of securing the safety and well being of School District personnel, students, families, and visitors. SRO(s) shall not take part in the determination, issuance, or implementation of student discipline.

8. Duties of the School District

The School District shall provide the following materials and facilities which are deemed necessary for the performance of the SRO's duties:

Attachment: SweetHomeSRO2021Contract (RES-2021-406 : SRO Contract Sweet Home (CRS#2567))

a. A properly lighted private office which shall contain a telephone and shall be appropriate for private conversations between juveniles and the SRO.

b. A location for files and records which should be properly locked and secured.

c. Access to a computer and/or secretarial assistance, and access to a fax machine.

9. Hours of Duty of SRO

a. The Chief of Police of the Police Department shall arrange for the SRO to work a full day (8.25 hours) on each day when school is in session in the School District, except for the provisions set forth in Section 5.b.iii.

b. Additionally, upon the concurrence of the Superintendent and the Police Department, the SRO may be requested to attend extracurricular events. In the event school is scheduled for only part of a school day, the SRO shall work as SRO for the portion of the work day when school is in session and may otherwise perform such other duties as may be assigned to him within the Police Department.

10. Payment by School District to Town for SRO's Services

a. For the services of the SRO, the School District shall pay the Town, the sum of $5,112.50 per month during the regular school year, September through June.

b. The Town Supervisor, or his/her designee, shall notify the School District in writing by March 1st of the preceding school year of any change in the rate charged by the Town to the School District for the services of the SRO for the following school year.

c. The funds paid by the School District to the Police Department shall remain within the budget of the Police Department to cover the overtime costs of the SRO attending extra-curricular activities which occur outside the regular school day.

d. Both the School District and the Police Department shall establish procedures to track the hours and/or full days for which the Police Department provides the services of the SRO to the School District.

e. The Town shall invoice the School District every month for the services of the SRO. Upon verification of such invoices, the School District shall pay the same within thirty (30) days receipt of each invoice.

f. The School District may require the SRO to conform to a means of verifying the SRO's hours of work in the capacity of SRO, including sign in/sign out sheet and/or time card or such other means as are deemed appropriate and effective.

11. Employment Status of SRO

The SRO shall remain at all times an employee of the Police Department and shall not be for any purpose an employee of the School District. The School District and the

Attachment: SweetHomeSRO2021Contract (RES-2021-406 : SRO Contract Sweet Home (CRS#2567))

Town acknowledge that the SRO shall remain responsive to the chain of command within the Police Department.

12. Grant Funding

The School District may receive local, state and/or federal grants to cover all or part of the costs to be paid to the Police Department for the services of the SRO. The parties agree that they will administer the SRO program at all times to be consistent with the requirements of any such grant. In the event of an inconsistency between this Agreement and the requirements of any such grant, the provisions of such grant shall control, provided that nothing in any such grant shall require an adjustment to the rate of pay by the School District to the Police Department for the services of the SRO, or violate any terms of the Police Department chain of command, rules, regulations, general orders consistent with the collective bargaining agreement.

13. Good Faith

The School District, the Town, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by discussion between the Superintendent and the Chief of Police of the Police Department or their designees.

14. Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, or by express courier service and addressed as follows:

If to the School District:
Superintendent of Schools
Sweet Home Central School District
1901 Sweet Home Road
Amherst, New York 14228

If to the Police Department:
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, New York 14228

If to the Town:
Town Supervisor
Amherst Town Hall
5583 Main Street
Williamsville, New York 14221

In addition, correspondence will also be sent via email to the particular receiving party as named above.

Attachment: SweetHomeSRO2021Contract (RES-2021-406 : SRO Contract Sweet Home (CRS#2567))

15. Modification

This Agreement constitutes the full understanding of the parties and not terms, conditions or understandings or agreements purporting to modify or vary the terms of this Agreement shall be binding unless made in writing and signed by the duly authorized representatives of the parties.

16. Non-Assignment

Neither the School District nor the Town or Police Department shall assign, transfer, sublet or otherwise dispose of this Agreement or its right, title or interest in this Agreement or its power to execute the same or to any other person or corporation without the previous consent in writing of the governing bodies of both the School District and the Town. Any assignment of this Agreement not complying with the foregoing shall be null and void and of no force and effect whatsoever.

17. Severability

In the event any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

18. Agreement Interest

No officer or employee of the Town, who is authorized in such capacity on behalf of the Town to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving this Agreement, shall be, directly or indirectly, interested personally in this Agreement, or in any part hereof. No officer or employee of the Town who is authorized in such capacity on behalf of the Town to exercise any supervisory or administrative function in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

19. Hold Harmless

To the fullest extent provided by law, the parties agree to indemnify, hold harmless and defend one another, their agents, employees or any other persons authorized to act for them hereunder against loss or expense, including attorney's fees, by reason a a liability imposed by law upon a party, for damages because of or to persons or to property arising out of or in consequence of the performance of this Agreement resulting from that party's negligence, error, omission, or conduct.

Attachment: SweetHomeSRO2021Contract (RES-2021-406 : SRO Contract Sweet Home (CRS#2567))

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first written above.

TOWN OF AMHERST, NEW YORK

By: _____ _____
Brian J. Kulpa, Supervisor Date

TOWN OF AMHERST, NEW YORK,
POLICE DEPARTMENT

By: _____ _____
Scott P. Chamberlin, Chief of Police Date

SWEET HOME CENTRAL SCHOOL DISTRICT

By: _____ 4/19/2021
Anthony J. Day, Superintendent Date

Attachment: SweetHomeSRO2021Contract (RES-2021-406 : SRO Contract Sweet Home (CRS#2567))

EXHIBIT "A"

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Amherst Police Department &
Sweet Home Central School District

Introduction

With more attention being paid to the safety of students while they are at school, many communities are considering strategies which are intended to make schools safer environments. Although statistics on school crime and violence convey that such crime and violence are not necessarily occurring in greater numbers, there is, at a minimum, anecdotal evidence which suggests that the types of incidents which are taking place on school property may be more severe in nature and may be having marked negative impact on the educational processes for which schools are responsible. Additionally, media coverage of tragic school shootings and other violence which occurred during the past decade has motivated many communities to act.

One of the ways communities are taking action is by making decisions that law enforcement officers need to be assigned to provide coverage to schools so that safety, security, and order can be maintained. The underlying rationale which is being employed by communities is that a given school's crime and violence problems are not exclusively that school's problems, but are reflective of community problems. Such a rationale leads to consideration of community approaches. Hence, in many communities the "School Resource Officer" (SRO) approach is being considered.

The U.S. Departments of Education, Health and Human Services, and Justice provide a definition for "School Resource Officer":

> *A career law enforcement officer, with sworn authority, deployed in community oriented policing, and assigned by the employing police department or agency to work in collaboration with schools and community-based organizations to: (a) address crime and disorder problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school; (b) develop or expand crime prevention efforts for students; (c) education likely school-age victims in crime prevention and safety; (d) develop or expand community justice initiatives for students; (e) train students in conflict resolution, restorative justice, and crime awareness; (f) assist in the identification of physical changes in the environment that may reduce crime in or around the school; and (g) assist in developing school policy that addresses crime and recommend procedural changes (Safe Schools/Healthy Students Initiative).*

Attachment: SweetHomeSRO2021Contract (RES-2021-406 : SRO Contract Sweet Home (CRS#2567))

The National Association of School Resource Officers (NASRO) defines "School Resource Officer" as:

> *Officers (who) promote a better understanding of our laws, why they were enacted and their benefits. They provide a visible and positive image for law enforcement. They serve as a confidential source of counseling to students concerning the problems they face. They bring expertise into schools that will help young people make more positive choices in their lives. They also work to protect the school environment and to maintain an atmosphere where teachers feel safe to teach and students feel safe enough to learn (NASRO website).*

Regardless of definition, School Resource Officers have three main functions: *law enforcement officer, law-related teacher, and law-related counselor.* First, as a law enforcement officer, the SRO maintains a safe and secure environment on the school campus that will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances. Second, as a teacher, the SRO promotes positive attitudes regarding the police role in society and informs the students of their rights and responsibilities as lawful citizens. Third, as a counselor, the SRO establishes a more complete liaison with school personnel and students in an effort to prevent juvenile delinquency. According to the National Assessment of School Resource Officer Programs (National Institute of Justice, 2005), SRO's spend on average about 60-65 percent of their time on law enforcement, 25-30 percent counseling, and 5-10 percent teaching.

The most effective way an SRO can accomplish these goals is to be a positive role model; students learn from every interaction they have with an SRO. It is essential for an SRO to endorse high moral standards, use good judgment and discretion, be consistent and fair, respect all students, and display a sincere concern for the school community. School Resource Officers must maintain a professional appearance; be visible, accessible and willing to talk to the students; attend and participate in school activities both during the school year and the summer months; interact positively with the students and the community while taking their concerns seriously; maintain a relationship with the students' parents by attending PTA meetings and parent conferences; and maintain a relationship with the faculty and school administrators.

The SRO interacts with the school administrators and faculty, the student body, and the outside community. Although working in the school, the SRO is still an employee of the law enforcement agency and is responsible for identifying and resolving school safety problems. However, the SRO is not the disciplinarian or chaperone for the school –which job remains with the principal and faculty. As a resource for school administrators, the SRO serves as a means of establishing order and safety so learning can take place. The SRO shares information with faculty on gang activity and truants, provides expertise on crime prevention and responds to and investigates criminal activity in the school. The SRO is also a teacher who provides law-related education to students. As a resource for the student body, the SRO's office with the school serves as a resource center and makes available to students information on topics ranging from date rape to drug abuse. The SRO

Attachment: SweetHomeSRO2021Contract (RES-2021-406 : SRO Contract Sweet Home (CRS#2567))

also assists the school guidance department by counseling students; giving them the opportunity to talk about their problems and helping them find positive solutions. When necessary, the SRO refers students and family members to appropriate social agencies for additional assistance. Additionally, the SRO responds to requests from parents and the community regarding truants, drug activity, domestic problems, burglaries, thefts, and other school safety issues.

The SRO Program works to prevent juvenile delinquency and create a favorable student/police officer relationship. The Town of Amherst, the Amherst Town Court, school administrators, teachers, parents, and students are all beneficiaries of the SRO Program and, as stakeholders in the search for safer schools, must support and work with the SRO to reduce criminal conduct both on and off campus.

Job Description

- Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies
- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with other police personnel, school administration and faculty, and students to design crime prevention strategies.
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce School District policies and procedures, Assist school administration in emergency response planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.
- Develop, implement and instruct classes in law related topics to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.
- Work with school counselors and other student support staff to assist students and to provide services to students involved in situations where referral to service agencies are necessary. Assist in conflict resolution efforts.
- Initiate interaction with students in the classroom and general areas of the school building; participate in individual and small group meetings and conferences with students. Promote the profession of police officer and be a positive role model. Increase the accessibility of police to the school community.

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Juvenile Crime

Contemporary theories on juvenile delinquency suggest that the proliferation of negative influences in children's lives relate directly to juvenile crime rates. Some of these negative elements are poverty, discrimination, peer pressure, an unstable home life (broken or single parent homes), and unstable school life, psychological instability, changing morals of society, ineffectiveness of the juvenile justice system, direct influences of the mass media, and ignorance to the law and criminal justice system.

Recent statistics indicate that although the overall juvenile violent crime rate within the nation has been on the decline after decades of escalation, juvenile crime rates for other offenses have remained relatively static. Crime in schools has also seen a steady rise during the same periods. According to the National Crime Safety Center, juveniles commit more than 3 million crimes in schools each year. Although part of these changes may be attributable to greater public awareness of crime in schools and increasing pressure on education officials to report school crime incidents, there is no question that violence and crime are on the rise in our schools and affecting our children's ability to learn.

Project Goals

- To maintain a safe and secure environment on the school campus which will be conducive to an educationally stimulating atmosphere and serve as a means of preventing criminal activities and disturbances.
- To promote positive attitudes regarding the police role in society and to inform the students of their rights and responsibilities as lawful citizens.
- To establish a more complete liaison with school personnel and students in a cooperative effort to prevent juvenile delinquency.
- To bridge the gap between police officers and adolescents in order to increase positive attitudes toward law enforcement and to reduce juvenile crime through counseling, teaching about the criminal justice system, and taking a personal interest in the students.

Project Objectives

- Promote student understanding of the law and the criminal justice system.
- Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.
- Decrease gang activity and involvement in gangs by students.
- Improve students' attitudes and relationships with law enforcement personnel.
- Increase access of students, parents, and families to community agencies which offer assistance to youths and their families for problems that require professional help.
- Conduct crime prevention programs and improve school officials' response to criminal activity and violence.

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Performance Indicators

- Present law-related education to classes during the school year. The SRO will keep a record of all law-related courses that are taught including drug prevention presentations and other programs deemed necessary and appropriate by school administrators and police management.
- The number of student conduct/criminal violations for the school year will be compared to the number from previous school years to determine any increase or decrease.
- The SRO will keep a record of all gang activity on or near campus, attempt to identify the individuals involved, and relate this information to the police department. This information will be compared to records from previous years to determine changes in gang activity. If necessary, the SRO will present gang awareness and prevention training to the student body, faculty, and parent organizations.
- The SRO will assess the students' attitudes toward law enforcement by interacting with them during the school day and during extracurricular activities and through the use of student surveys at the beginning and end of each school year. The relationship between the SRO and the student body will also be assessed through surveys completed by parents, faculty members, and administrators to gauge the effectiveness of the SRO program.
- The SRO will research and document all municipal, county, and state agencies available to provide services to students and their families. A directory of such agencies including points of contact will be developed or maintained. The SRO will hold conferences with students, parents, and school faculty when appropriate and keep a log of this activity. The SRO will also maintain a record of all referral services rendered and follow-up the referrals to determine if they were helpful or if other services are necessary.
- The SRO will maintain a record of all crime prevention lectures or seminars given to the student body or public. The SRO will assist school administrators in surveying school facilities for areas that provide opportunities for commission of a crime and develop a plan to correct the problem. The SRO will also assist school violence prevention teams in developing strategic responses to incidents of violence within the school.
- The commanding officer will be responsible to collect and analyze data, prepare progress reports and write the annual evaluation report.
- Data will be gathered on law enforcement related incidents, law enforcement related course grades, parent and teacher survey results, and outcomes of conferences with students, parents and faculty members, as well as any other information that is explicitly mentioned in the projects' performance indicators.

Attachment: SweetHomeSRO2021Contract (RES-2021-406 : SRO Contract Sweet Home (CRS#2567))

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23182 **RESOLUTION 2021-407** **ADOPTED**

WNY Roller Hockey Rental Agreement CRS #2559

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the WNY Roller Hockey League for summer 2021 rental of the Feature Rink at the Northtown Center at Amherst.

5/03/2021
Consent

FINANCIAL IMPACT:

A7253.02004 (revenue); -$47,500.00

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

Revised 3/26/21

== LETTER OF UNDERSTANDING ==
WNY Roller Hockey League

Facility

Agreement Period

- *Wednesday, April 21 – Sunday, September 5, 2021*

Locker Rooms & Office Space

- Locker Rooms 2, 4, 6 and 8 will be made available to WNY Roller Hockey League, herein after WNYRHL, exclusively when the Northtown Center at Amherst, herein after NCAA, Feature Rink is used. The WNYRHL will handle the distribution of the locker room keys to their groups as needed.
- The Referee's Locker room and Coaches Locker room on the north (Feature Rink) end of the building will also be available to be signed out at Guest Services on a daily basis and should be returned when finished with them.
- The TOA will conduct locker room inspections on a daily basis to determine damages and charge appropriately as needed.
- The Office in the rear of the Feature Rink will be made available to the WNY Roller Hockey staff during the entire period of this agreement.
- The WNYRHL will be responsible for these rooms and their contents during the duration of this agreement. The WNYRHL further understands that the WNYRHL will be responsible for the safe keeping of the keys themselves. The WNYRHL understands that in the event that a key is lost or stolen, the WNYRHL will be responsible for reimbursing the Town of Amherst, herein after TOA, for the cost of "re-keying" the door(s).

Cleaning

- The TOA will assume responsibility for the cleaning of all locker rooms pertaining to the Feature Rink as well as the rink itself including the seating areas and all player benches and boxes. The WNYRHL is also responsible for periodic inspections of these areas to ensure that no damages have occurred. Any damages will be billed accordingly.
- The WNYRHL will be responsible to clean and maintain the floor surface. The WNYRHL may make advance arrangements for the use of the TOA 'floor machine' through the facility Building Maintenance Department.

Attachment: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

Floor

- The TOA with the help of the WNYRHL will install the roller hockey floor on the Feature Rink.
- Daily inspections of the floor surface will be conducted by WNYRHL. The WNYRHL will be responsible for sizing the floor as necessary to prevent hazardous conditions. TOA will provide replacement tiles and ban-saw equipment.

Sound System

- The WNYRHL will be issued the use of one sound system unit, including microphone for the duration of this season. The WNYRHL will provide for the security and safe keeping of the system and will return the system at the end of the season in the same condition in which it was originally received or be subject to reasonable repairs and/or replacement charges.
- No vulgar or offensive music shall be played at any time. Failure to comply may result in loss of sound system use.

League Operations

Scheduling

- The WNYRHL will have right to operate roller hockey programs for their organization at the NCAA during this agreement period. WNYRHL will provide all referees, statisticians and officials.
- The WNYRHL will provide a draft schedule which will be finalized upon registration completion, a copy of which will be provided to the TOA Building Management Department one week in advance of all events. **All events including tournaments, additional practices / games must be approved by the TOA - NCAA Programming Department prior to release of said schedule.**

Auxiliary Services

- Food service concessions at the NCAA should be coordinated with the TOA's designated food and beverage contractor (Keith Radice 860-7429).

Exclusions

- The TOA will have exclusive rights to rink usage on the following days:
  - *Monday, May 31, 2021 – Building Closed for Holiday*
  - *Sunday, July 4, 2021 – Building Closed for Holiday*
  - *Any other exclusions to be mutually agreed upon*
- Floor surface will be cleaned by TOA staff upon completion of the various events.
- The WNYRHL understands that a protective surface is not placed over top of the roller hockey surface.

Ingress & Egress

- The WNYRHL will enter and exit the building at the normal points of entry/exit and in no way use the emergency exits unless an emergency exists.

Attachment: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

Additional Considerations

- The WNYRHL will operate independent of the TOA Recreation Department Roller Hockey program (this includes camps and clinics).

Additional Opportunities

NARCh Tournament & TCS Roller Hockey Finals

- A WNYRHL/NCAA strategic partnership will be formed to generate greater number of teams for tournaments, including the NARCh Regional, TCS Roller Hockey Finals and any other Tournaments.
- Rink surface fees received during the **NARCh** Tournament will be solely that of the WNYRHL. The WNYRHL will be responsible for the payment of rink fees to the TOA.
- Rink surface fees received during the **TCS Roller Hockey Finals** will be solely that of the WNYRHL. The WNYRHL will be responsible for the payment of rink fees to the TOA.

Advertising & Marketing

- The WNYRHL will be permitted to promote and host spectator-orientated roller hockey offerings, including professional, junior and related elite teams and games.
- The WNYRHL will be permitted to sell non-objectionable floor logos for Feature Rink (which excludes alcohol, tobacco, gambling, firearms, etc). The WNYRHL will be permitted to hang banners from primary sponsors in the Rink. TOA reserves the right for approval of advertisers and should not conflict with existing advertising relationships engaged by TOA.
- WNYRHL will be permitted to market within and around NCAA upon execution of the agreement with banners, posters and fliers, and in-person (information desk staffed by WNYRHL personnel handing out informational fliers). **Prior approval is required by the TOA including banner placement within the facility. No banners or advertisements may be hung from the rink netting, rink doors or drywall.**

Communication

- The WNYRHL will provide the TOA with an educational Fact-sheet which scripts answers to frequently asked questions in order that TOA operational employees may cross sell the WNYRHL programs and offerings to the public.
- WNYRHL will be added to NCAA automated phone-greeting system.

Fitting

- WNY Roller Hockey elite team equipment fittings may be held at the NCAA during periods of stay. No collection of money is permitted on premise.
- **The WNYRHL is not permitted to sell any hockey equipment within the NCAA.**

Attachment: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

Standard Operating Hours

- The WNYRHL will have use of the Feature Rink (with the exception of those dates under the Exclusions heading) until 12 AM EST (Midnight) daily, during the entire period of this agreement. Any use later than this must be approved by NCAA staff.
- **TOA Building Management must be given advance notification to Tournament schedules.**

Fees

- The WNYRHL will pay **$2,500.00** per week for the use of the Feature Rink payable to the Town of Amherst on a monthly basis, payable on the first day of the month, ***in advance*** of the month. Any partial weeks will be billed on a pro-rated basis. The TOA reserves the right to levy finance charges on balances over thirty days and reserves.

Indemnification

- TOA shall defend, indemnify and hold harmless the WNYRHL and its assigns, officers, members, agents, employees and clients from and against all claims, damages, liabilities and expenses (including costs and attorney's fees) arising from bodily injury, personal injury including death at any time resulting there from, sustained by any person or persons or on account of damage to property including loss of use thereof, and/or arising out of or in consequence of TOA's performance of this agreement.
- WNYRHL shall defend, indemnify and hold harmless the TOA and its assigns, officers, members, agents, employees and clients from and against all claims, damages, liabilities and expenses (including costs and attorney's fees) arising from bodily injury, personal injury including death at any time resulting there from, sustained by any person or persons or on account of damage to property including loss of use thereof, and/or arising out of or in consequence of WNYRHL's performance of this agreement.
- WNYRHL will not be entitled to said use of the NCAA until it has obtained all insurances required under this paragraph and such insurance has been approved by the TOA.
    - Compensation Insurance: WNYRHL shall take out and maintain during the life of this agreement Worker's Compensation Insurance for it's employees to be assigned to the work hereto under.
    - General Liability and Property Damage Insurance: WNYRHL shall take out and maintain during the life of this agreement, such general liability and property damage insurance as shall protect it from claims and damages for personal injury, including accidental death, as well as from claims from property damage, which may arise from WNYRHL's operations under this agreement. The amounts of such insurance shall be as follows:
        - General Liability Insurance 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.
        - WNYRHL shall furnish the above insurances to the TOA and shall also name the Town of Amherst as an additional primary insured in said policies.
        - Proof of all player registration and USA Inline Insurance will be held by the WNYRHL.

Attachment: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

Approval

- Final approval is required by the Amherst Town Board.

Town of Amherst

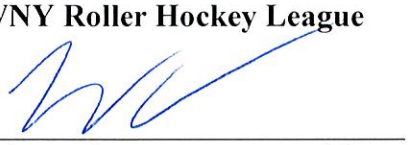
_____

Brian J. Kulpa, Supervisor
Supervisor, Town of Amherst

_____

Date

WNY Roller Hockey League



_____

Eric Haak, Co-Owner, President & CEO
WNY Roller Hockey League

4-12-21

_____

Date

Attachment: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

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: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

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: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

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.

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:

WNY Roller Hockey
Print Name of Company

By: _____
Signature

Eric Haak
Printed name

Date: 4-12-21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

WNYROLL01 ATROTTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/19/2021

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 License # 100290819 Hub International Midwest West 251 Progress Way Suite 300 Waunakee, WI 53597	CONTACT NAME: PHONE (A/C, No, Ext): (608) 849-6873 FAX (A/C, No): (608) 849-6871 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company — 18058
INSURED WNY Roller Hockey League, Inc. 3843 Union Rd. Ste 15 Cheektowaga, NY 14225	INSURER B : Amtrust Group — 384 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X		PHPK2225474	1/15/2021	1/15/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER. POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB752863	1/15/2021	1/15/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3469069	5/30/2020	5/30/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							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)
Town of Amherst is listed as additional insured on the general liability when required by written contract on a primary and noncontributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Amherst, 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

Neil R. Hughes

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

Wesco Insurance Company

A Stock Insurance Company

874 Walker Rd, Suite C

Dover, DE 19904

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 01 B

INFORMATION PAGE

Ncci Code: 26135

1. Insured:

WNY Roller Hockey Inc
3843 Union Rd Suite # 15
Cheektowaga, NY 14225

Other workplaces not shown above:
See Extension of Information Page

Producer:
HUB International Midwest Limited
The Murphy Insurance Group
251 Progress Way, Suite 300
Waunakee, WI 53597-2520

Policy Number: **WWC3469069**

___ Individual ___ Partnership
X Corporation or ___
Federal Tax ID: 461142027
Risk ID:
Renewal of: WWC3413020

2. The policy period is from 5/30/2020 to 5/30/2021 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: New York

B. Employers Liability Insurance: Part Two of the policy applies to work in each stated listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	$ 500,000	each accident
Bodily Injury by Disease	$ 500,000	policy limit
Bodily Injury by Disease	$ 500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and State(s) Designated in Item 3A.

D. This policy includes these endorsements and schedules:
See attached endorsement schedule.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM	**1,610**
STATE ASSESSMENT	**166**
TOTAL ESTIMATED COST	**1,776**
Minimum Premium	415
Deposit Premium	327

Issue Date: 3/31/2020 Countersigned By: _____
Authorized Representative

Attachment: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

Wesco Insurance Company WC 99 00 01 B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Insured: WNY Roller Hockey Inc **Policy Number: WWC3469069**

EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES

Location	Site	Address	FEIN #
WNY Roller Hockey Inc	1	3843 Union Rd Suite # 15 Cheektowaga, NY 14225	461142027

Attachment: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

Wesco Insurance Company WC 99 00 01 B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Insured: WNY Roller Hockey Inc **Policy Number: WWC3469069**

EXTENSION OF INFORMATION PAGE
ENDORSEMENT SCHEDULE

Form Number	Description
WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC990001B	DECLARATIONS PAGE
WC000115	NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015
WC000404	PENDING RATE CHANGE ENDORSEMENT
WC000406	PREMIUM DISCOUNT ENDORSEMENT
WC000414A	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC000419	PREMIUM DUE DATE ENDORSEMENT
WC000421D	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC000422B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC310308	NEW YORK LIMIT OF LIABILITY ENDORSEMENT
WC310319I	NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM EXPLANATORY ENDORSEMENT
WC310618	NEW YORK WORKERS COMPENSATION POLICYHOLDER NOTICE OF RIGHT TO APPEAL

Attachment: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

Wesco Insurance Company WC 99 00 01 B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Insured: WNY Roller Hockey Inc **Policy Number: WWC3469069**

EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS

Classification	# of Emps	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium
New York					
YMCA, YWCA, YMHA OR YWHA, Institution—All Employees—& Clerical	0	9063	85,902	1.50	1,289
Manual Premium					1,289
Total Manual Premium					1,289
Premium for Increased Limits Part Two: 0% (500/500/500)		9807			0
Total Premium Subject To Experience Modification					1,289
Experience Modification N/A					1,289
Terrorism 7.2%		9740			62
Natural Disasters and Catastrophic Industrial Accidents 1%		9741			9
Expense Constant		0900			250
Total NY Premium					1,610
New York State Assessment 12.2%		0932			166
Total NY Cost					1,776

TOTAL ESTIMATED ANNUAL PREMIUM **1,610**

STATE ASSESSMENT **166**

TOTAL COST **1,776**

Attachment: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

Wesco Insurance Company WC 99 00 01 B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Insured: WNY Roller Hockey Inc **Policy Number: WWC3469069**

PAYMENT SCHEDULE

Payment Due Date	Description	Premium Due	Surcharge Due	Fees Due	Total Due
5/30/2020	Downpayment	$161.00	$166.00	$0.00	$327.00
6/30/2020	Installment 1 of 9	$161.00	$0.00	$0.00	$161.00
7/30/2020	Installment 2 of 9	$161.00	$0.00	$0.00	$161.00
8/30/2020	Installment 3 of 9	$161.00	$0.00	$0.00	$161.00
9/30/2020	Installment 4 of 9	$161.00	$0.00	$0.00	$161.00
10/30/2020	Installment 5 of 9	$161.00	$0.00	$0.00	$161.00
11/30/2020	Installment 6 of 9	$161.00	$0.00	$0.00	$161.00
12/30/2020	Installment 7 of 9	$161.00	$0.00	$0.00	$161.00
1/30/2021	Installment 8 of 9	$161.00	$0.00	$0.00	$161.00
3/1/2021	Installment 9 of 9	$161.00	$0.00	$0.00	$161.00
	Totals	$1,610.00	$166.00	$0.00	$1,776.00

Your Installments will be billed in 9 invoices based on the Schedule above.

Payment of each Installment is due to the Company on or before the due date indicated. You will receive an installment invoice for each of the Installments shown above. No invoice will be sent for the Downpayment.

To avoid cancellation of your coverage, please make sure that our payment is received by the specified due date. The company may process a Notice of Cancellation if payment is not received by the Company on or before the due date. Postmark is not sufficient. If your check is returned by the bank for insufficient funds or for any reason, a Notice of Cancellation will be immediately processed and an Nsf fee of $20 will be charged.

If your policy cancels for late payment or because of an item returned by the bank, you may be assessed a Reinstatement Fee of $30 to reinstate your coverage.

All payments received will first be applied to fees assessed against the account and then to premium due.

Checks should be made payable to AmTrust North America, Inc. and can be mailed to:

AmTrust North America, Inc.
P.O. Box 6939
Cleveland, OH 44101-1939

Do not mail certified, overnight, or express mail to our P.O. Box. Any such mail can be sent to:

AmTrust North America, Inc.
800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

Printed: 3/31/2020

Attachment: WNY Roller Hockey Rental Agreement v2 (RES-2021-407 : WNY Roller Hockey Rental Agreement CRS #2559)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23183 **RESOLUTION 2021-408** **ADOPTED**

Registration Software CRS #2558

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and RC Systems for RecPro Software. As the vendor will never be on site, we are also requesting a waiver of the insurance requirements.

5/03/2021
Consent

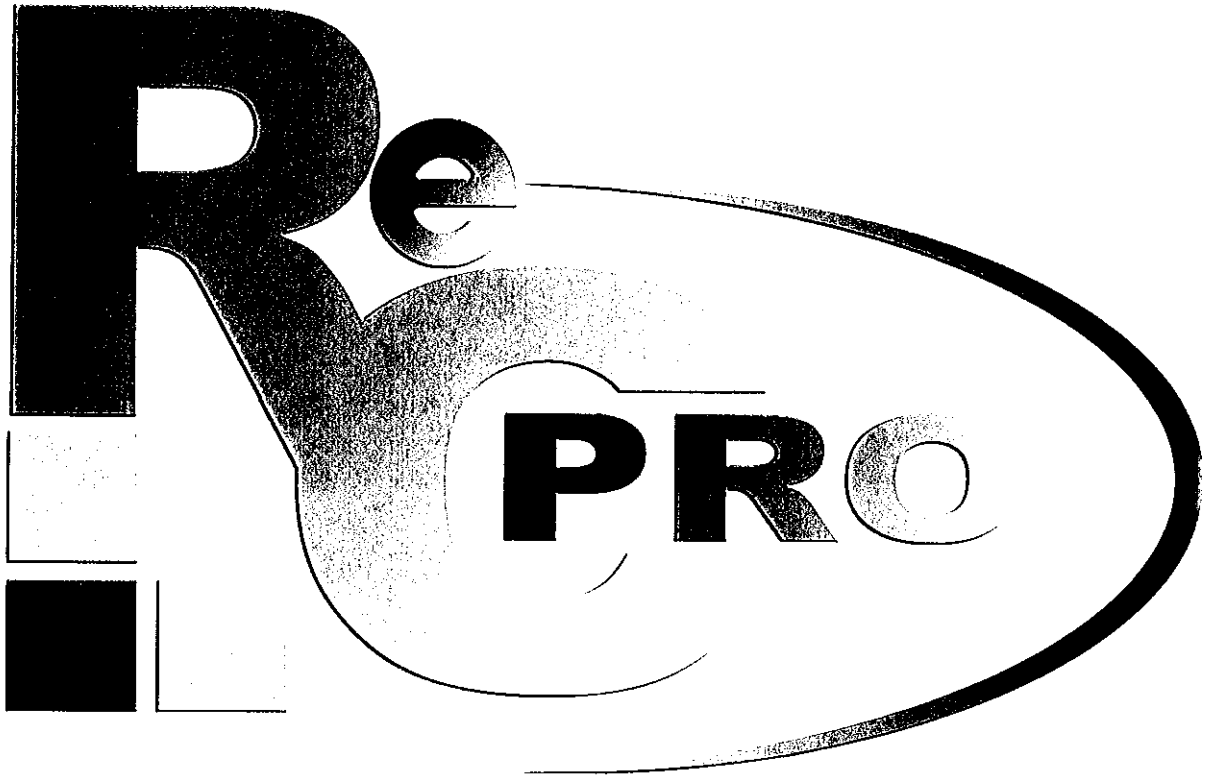
FINANCIAL IMPACT:

A7145.4110; $4,125.00

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

35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!



ReCPro™ Parks & Recreation Management Software and Services

Support Contract

Attachment: RC Systems Registration Software (RES-2021-408 : Registration Software CRS #2558)

35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!

Support Contract June 1, 2021 – May 31, 2022

*The Support Contract **will** cover:*

- Phone, email and remote support to answer any questions in regards to ReCPro™. RCS will not provide support for any other software or hardware that you are using. Phone support is NOT to be used for training. If it becomes evident that your staff needs more training, we will recommend a training session with our training staff.
- Downloadable patches that will correct "bugs" that are identified by your staff or by our other customers.
- Data Maintenance to fix any corrupted data files because of power outages, system defects or user error.
- Travel expenses if on-site support is required because of an issue that can't be resolved remotely (based on mutual agreement between R.C. Systems, Inc. and your IT Department).
- ReCPro™ software upgrades throughout the year as new updates are released.

*The Support Contract **will not** cover:*

- Costs related to Training.
- Costs related to Custom Changes or the Consulting Time to discuss possible custom changes.
- Costs related to Travel if you refuse RCS remote support and on-site support is demanded by you even if the support issue could be resolved remotely.
- Support for any other software or for any hardware. We only support the "ReCPro™" software product. If you need assistance with other types of software, you will need to contact their support departments. If you need assistance with hardware, we have a separate hardware support system we could recommend.

Support will be provided during normal business hours (8:00am – 7:00pm EST) Monday through Friday. Support will not be provided on Saturday or Sunday unless arranged prior to a particular weekend at an additional charge.

ReCPro™ Support Contract requires you to provide RCS access to your system via an internet connection. This will enable us to connect directly into your computer, to aid in answering any specific questions and other related services. Without this, we may have to bill you more for your annual support contract.

RCS shall provide ongoing support and maintenance service for the ***ReCPro***™ system so long as you are current with your Annual Support Contract premiums. Within forty-five (45) to sixty (60) days of the current contract expiring, RCS will submit an invoice to your department that will include the Annual Support amount for the next 12 month coverage period. Annual Support amounts are subject to a ten percent (10%) increase every three (3) years with the first increase coming in year four (4). Payments for the Annual Support Contract are expected to be made prior to the existing coverage period expiring. In the event the City does not want to renew Annual Support, the City MUST notify RCS in writing at least thirty (30) calendar days in advance of the City's intent not to renew the Annual Support.

Attachment: RC Systems Registration Software (RES-2021-408 : Registration Software CRS #2558)

35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!

Support Contract June 1, 2021 – May 31, 2022

I have read and agree to the terms stated above.

Company Name _____

Address _____

City, State, Zip _____

Phone Number _____

Signature _____ Date _____

Printed Name _____ Title _____

R.C. Systems, Inc.
Signature Dale R Geiger Date 04-13-2021

R.C. Systems, Inc.
Printed Name Dale R. Geiger Title Vice-President

Annual Support Amount

ReCPro™ Support (Prices Based on 10 Users)	Support Price
ReCPro™ Support – Activity Registration, Facility Reservation, Memberships, Online Registration & Reservations, Child Care, and Payment Processing.	$3,575.00

Attachment: RC Systems Registration Software (RES-2021-408 : Registration Software CRS #2558)

RC Systems, Inc.
35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.rcsystemsinc.com

Providing Business Solutions Since 1985!

Bill To: TOWN OF AMHERST RECREATION DEPARTMENT
ATTN: ACCOUNTS PAYABLE
1615 AMHERST MANOR DR
WILLIAMSVILLE, NY 14221

INVOICE# 18786

Invoice Date: 4/13/2021
Due Date: 5/13/2021
PO#: VERBAL
Terms: NET 30 DAYS
Page: Page 1 of 1

Date Worked	Description	Quantity	Unit Price	Extension
	Annual software support contract renewal for the ReCPro Recreation Management system. This contract provides support and upgrades for the period from 06/01/21 through 05/31/22.	1.00 EA	$3,575.00	$3,575.00

THANK YOU FOR YOUR BUSINESS

Invoice Total: $3,575.00

Attachment: RC Systems Registration Software (RES-2021-408 : Registration Software CRS #2558)

RC Systems, Inc.
35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.rcsystemsinc.com

Providing Business Solutions Since 1985!

Bill To: TOWN OF AMHERST RECREATION DEPARTMENT
ATTN: ACCOUNTS PAYABLE
1615 AMHERST MANOR DR
WILLIAMSVILLE, NY 14221

INVOICE# 18787

Invoice Date: 8/15/2021
Due Date: 9/14/2021
PO#: VERBAL
Terms: NET 30 DAYS
Page: Page 1 of 1

Date Worked	Description	Quantity	Unit Price	Extension
	One year renewal of the web hosting for the ReCPro online registration module with InfoQuest.	1.00 EA	$300.00	$300.00
	Please note for budget purposes that due to increased costs the annual hosting amount for InfoQuest will be increasing to $330.00 when billed in 2022.			
	THANK YOU FOR YOUR BUSINESS		**Invoice Total:**	$300.00

Attachment: RC Systems Registration Software (RES-2021-408 : Registration Software CRS #2558)

RC Systems, Inc.
35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.rcsystemsinc.com

Providing Business Solutions Since 1985!

INVOICE# 18788

Bill To: TOWN OF AMHERST RECREATION DEPARTMENT
ATTN: ACCOUNTS PAYABLE
1615 AMHERST MANOR DR
WILLIAMSVILLE, NY 14221

Invoice Date: 9/22/2021
Due Date: 10/22/2021
PO#: VERBAL
Terms: NET 30 DAYS
Page: Page 1 of 1

Date Worked	Description	Quantity	Unit Price	Extension
	One year SSL certificate renewal for secure transactions through the ReCPro online registration module.	1.00 EA	$250.00	$250.00

THANK YOU FOR YOUR BUSINESS

Invoice Total: $250.00

Attachment: RC Systems Registration Software (RES-2021-408 : Registration Software CRS #2558)

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: R.C. Systems, Inc.

Signature: Christopher S Andrews

Print Name: Christopher S. Andrews

Title: President

Date: 4-8-2021

Sworn To Before Me This

8th Day of April, 2021

Marie Ann Gugger

Notary Public

MARIE ANN GUGGER
Notary Public, State of Michigan
County of Macomb
My Commission Expires July 15, 2024
Acting in the County of Macomb

Revised 4.2017

Attachment: RC Systems Registration Software (RES-2021-408 : Registration Software CRS #2558)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23201 **RESOLUTION 2021-409** **ADOPTED**

Authorization to Pay Vendor

WHEREAS, the Town of Amherst had a valid contract with Lakeside Sod for the purchase of Marco Clay through March 31, 2021, and

WHEREAS, the Amherst Highway Department is pursuing a new contract with Lakeside Sod, which has not yet completed the contracting routing process, and

WHEREAS, the Youth & Recreation Department was directed to decommission the fields at the Northtown Center at Amherst in response to the sale of those fields to UB MD last fall, and

WHEREAS, the Youth & Recreation Department completed that decommissioning, but then was directed to recommission the fields this spring, and

WHEREAS, proper preparation of the fields was a time sensitive manner and Marco Clay had to be ordered in the interim between contracts, and

WHEREAS, Lakeside Sod agreed to honor the price of the old contract (which is less than the new contract),

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes the payment of Purchase Order 22116141 to Lakeside Sod in the amount of $20,370.97 to be paid from T2107.4001 (as previously approved by Resolution 2020-955).

5/03/2021
Consent

FINANCIAL IMPACT:

T2107.4001 - $20,370.97

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

TOWN OF AMHERST

PURCHASE ORDER

P.O. No. **22116141**

This number must appear on all packages and invoices

Date: 04/26/21

☐ 5583 Main St., Williamsville, NY 14221-5499

☒ Youth & Recreation Department
1615 Amherst Manor Dr., Williamsville NY 14221

Federal ID#: 16-6002157

VENDOR'S NO.: 2236

DO NOT WRITE IN THIS BOX

FUND APPROPRIATION				FUND APPROPRIATION			
Fund	Dept./ District	Object	Amount	Fund	Dept./ District	Object	Amount
T 2107	4001		20,370.97				

Claimant's Name and Address

LAKESIDE SOD SUPPLY CO., INC.
6660 GOODRICH ROAD
CLARENCE CENTER, NY 14032

Total: $20,370.97

☐ Check box if partial payment (P.O. will remain open)

☐ Separate Check Required

Quantity	Description of Materials or Services	Unit Price	Amount
	INV # 66393 4/20/2021		
1	210.01 MARCO CLAY INFIELD MIX SERIES @ $97.00 PER UNIT ITEM E ON BID	20,370.97	20,370.97

CRS # 1943

Due Date: 05/20/21 Vendor Invoice#: 66393 **Total: $20,370.97**

Date of Town Board Resolution (if needed):

INVOICES MUST BE RENDERED ON ATTACHED FORM (VOUCHER) FURNISHED BY THE TOWN OF AMHERST AND MUST BE PROPERLY SIGNED. THE TOWN WILL NOT BE RESPONSIBLE FOR MERCHANDISE DELIVERED WITHOUT A RECEIPT SIGNATURE.

Received by: mdp
Date Received: 4/26/21

SALES TAX EXEMPT

All purchase contracts involving an aggregate expenditures of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION

Mary-Diana Pouli
Department Head or Director of Purchasing

Audited By:	Contracts:	Bids Received: Y / N
Date:	Signed Contract: Y / N Town Board Approval Date:	Town Board Approval: Y / N Date:

DEPARTMENT APPROVAL (SPACE BELOW FOR MUNICIPAL USE)

The above services or materials were rendered or furnished to the municipality on the dates stated and the changes are correct.

Mary-Diana Pouli

4/26/21
Date

Mary-Diana Pouli
Authorized Signature

COMPTROLLER'S DEPARTMENT

Date

Authorized Official

Attachment: Lakeside Sod PO (RES-2021-409 : Authorization to Pay Vendor)

T2107.4001 CRS# 1943
PO# 22116141

Invoice

Lakeside Sod Supply Co., Inc.

6660 Goodrich Road
Clarence Center, NY 14032

Date	Invoice #
4/20/2021	66393

Bill To	Ship To
Amherst Recreation Center 1615 Amherst Manor Drive Williamsville, NY 14221	Amherst Recreation Center 1615 Amherst Manor Drive Williamsville, NY 14221

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30					

Quantity	Item Code	Description	Price Each	Amount
210.01	Marco 15L	Marco Clay Infield Mix Series 15 Light Item E on bid	97.00	20,370.97

Acceptance by signature or payment of this invoice by the owner, contractor or their representative(s) relieves Lakeside Sod Supply Co. Inc., its agents and contractors of any and all responsibility for any damages caused by moving vehicles beyond the limits of improved roads or rights of way, or carrying mud, dirt, etc. onto pavement by vehicles ordered off said improved roads or rights of way. The undersigned takes full responsibility for all damages caused to property as foresaid.
Customer further agrees to hold harmless and indemnify Lakeside Sod Supply Co. Inc. for any claim for any such damage.

Total	$20,370.97
Payments/Credits	$0.00
Balance Due	$20,370.97

Signature

Phone #	(716) 741-2877

Attachment: Lakeside Sod PO (RES-2021-409 : Authorization to Pay Vendor)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23211 **RESOLUTION 2021-410** **ADOPTED**

Authorization to Pay Vendor

WHEREAS, the Town of Amherst had a valid town-wide overhead door contract which expired on January 31, 2021, and

WHEREAS, a new overhead door contract is not yet in place, and

WHEREAS, the Northtown Center at Amherst needed to repair an overhead door for safety reasons, and

WHEREAS, the Highway Department has a current contract for overhead door purchases which also includes rates for time and materials, and

WHEREAS, Hamburg Overhead Door, Inc. agreed to repair the Northtown Center at Amherst door under the Highway Department contract,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes the payment of Purchase Order 22116116 to Hamburg Overhead Door, Inc. in the amount of $147.00.

5/03/2021
Consent

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

TOWN OF AMHERST

PURCHASE ORDER

P.O. No. **2211611C**

This number must appear on all packages and invoices

Date: 04/27/21

☐ 5583 Main St., Williamsville, NY 14221-5499

☒ Youth & Recreation Department
1615 Amherst Manor Dr., Williamsville NY 14221

Federal ID#: 16-6002157

VENDOR'S NO.: 1791

DO NOT WRITE IN THIS BOX

FUND APPROPRIATION				FUND APPROPRIATION			
Fund	Dept./ District	Object	Amount	Fund	Dept./ District	Object	Amount
A	**7253**	**4220**	**147.00**				

Claimant's Name and Address

HAMBURG OVERHEAD DOOR, INC.
5659 HERMAN HILL RD.
HAMBURG, NY 14075

Total: $147.00

☐ Check box if partial payment (P.O. will remain open)

☐ Separate Check Required

Quantity	Description of Materials or Services	Unit Price	Amount
	INV 483707 4/15/21 NORTHTOWN CENTER REPLACE TORSION SPRINGS - SOUTH END DOOR		
1	SERVICE CHARGE	147.00	147.00

CRS #2226

Due Date: Vendor Invoice#: **Total: $147.00**

Date of Town Board Resolution (if needed):

INVOICES MUST BE RENDERED ON ATTACHED FORM (VOUCHER) FURNISHED BY THE TOWN OF AMHERST AND MUST BE PROPERLY SIGNED. THE TOWN WILL NOT BE RESPONSIBLE FOR MERCHANDISE DELIVERED WITHOUT A RECEIPT SIGNATURE.

Received by: mdp
Date Received: 4/27/21

SALES TAX EXEMPT

All purchase contracts involving an aggregate expenditures of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION

Mary-Diana Pouli
Department Head or Director of Purchasing

Audited By:	Contracts:	Bids Received: Y / N
Date:	Signed Contract: Y / N Town Board Approval Date:	Town Board Approval: Y / N Date:

DEPARTMENT APPROVAL (SPACE BELOW FOR MUNICIPAL USE)

COMPTROLLER'S DEPARTMENT

The above services or materials were rendered or furnished to the municipality on the dates stated and the changes are correct.

Mary-Diana Pouli

4/27/21
Date

Mary-Diana Pouli
Authorized Signature

Date

Authorized Official

Attachment: Hamburg Overhead Door PO (RES-2021-410 : Authorization to Pay Vendor)

A7253.4220 CRS #2226

Hamburg Overhead Door, Inc.
5659 Herman Hill Road
Hamburg, NY 14075

Phone: 716-649-3600
Fax: 716-648-6470
www.hamburgdoor.com

INVOICE

Invoice #
483707

Bill To: TOWN OF AMHERST REC DEPT
1615 AMHERST MANOR DRIVE
WILLIAMSVILLE, NY 14221

Account ID: TNAMREC-H
Phone (716) 689-1419
Fax (
Cellular (716) 207-2224 JOHN G

Date	Apr 15,2021	**Terms**	Net 30 Days	**Mech**	GREG S.	**Job #**	318985
Due	5/15/2021	**PO #**	22116116	**Territory**	HOD	**Type**	Other

Quantity	Description	Taxable	Measure	Price	Amount
	Scope of Work: ERIC GUZDEK - 207-2227 HRS: 7 am - 11 pm SOUTH END OF BUILDING 8' SECTIONAL, 15" RAD. REPLACE TORSION SPRINGS, CHECK ALL - ROUTINE MAINT. & LUBE PO# - 22116116. SR Result: Clip and measure Needs one pair of 243 37 2.63"id 10x10 standard radius torsion Work performed by GREG S.				
1.00	SERVICE CHARGE	Yes	Each	147.00	$147.00

TERMS: PAYMENT IN FULL IS REQUIRED UPON INSTALLATION. PAST DUE ACCOUNTS WILL BE ASSESSED A SERVICE CHARGE OF 2% PER MONTH ON UNPAID BALANCE. CUSTOMER IS LIABLE FOR ALL COLLECTION EXPENSES INCLUDING ATTORNEY FEES.

All service work is warrantied 30 days.
Download our new app in the app store today for free coupons and more!
Pay your invoice online at www.hamburgdoor.com/bill-pay

Taxable	$147.00
Non-Taxable	$0.00
Sub-Total	$147.00
Sales Tax	$0.00
TOTAL	$147.00
Balance Due	$147.00

****PLEASE NOTE: LUBRICATION, ADJUSTMENT OF DOOR OR THE MISALIGNMENT OF PHOTO EYES ARE NOT COVERED UNDER WARRANTY****

Rev 05/09/2017

PLEASE DETACH THIS PORTION AND RETURN WITH PAYMENT

Hamburg Overhead Door, Inc.
5659 Herman Hill Road
Hamburg, NY 14075

Account # TNAMREC-H
TOWN OF AMHERST REC DEPT-H

Invoice # 483707

Balance Due: $ 147.00

Paid $

Attachment: Hamburg Overhead Door PO (RES-2021-410 : Authorization to Pay Vendor)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22672 **RESOLUTION 2021-78** **TABLED (NO VOTE)**

Local Law Amending Chapter 19, Ethics

A public hearing for "A Local Law Amending Chapter 19 of The Code Of The Town of Amherst With Respect To The Code of Ethics".

The purpose of this Local Law shall be to amend various section of Chapter 19 of the Code of the Town of Amherst with respect to the list of officials, notice and verification of filing.

1/19/2021
A motion to adjourn to April 19th was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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 7:08 PM.

There were no speakers from the public. Supervisor Kulpa moved to Table the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was Tabled at 7:09 PM.

FINANCIAL IMPACT:

None for the purposes of this resolution.

RESULT:	**TABLED (NO VOTE)**	**Next: 5/17/2021 7:00 PM**

LOCAL LAW NO.___ -2021

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 19 of the Code of the Town of Amherst With Respect to the Code of Ethics

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 19 of The Code of The Town of Amherst With Respect To The Code of Ethics."

Section 2. Purpose

The purpose of this Local Law shall be to amend various sections of Chapter 19 of the Code of the Town of Amherst with respect to the list of officials, notice and verification of filing.

Section 3.

Chapter 19 of the Code of the Town of Amherst is amended as follows:

§ 19-1. Title.
This chapter may be cited as the "The Code of Ethics."

§ 19-2. Statutory authority; ~~intent.~~
The Code of Ethics is enacted pursuant to Article 18 of the General Municipal Law and in recognition of the policy of the State of New York and the Town of Amherst to maintain the highest standards of integrity in public service.

§ 19-3. Intent.
A. The Code of Ethics is intended to afford Town officers and employees guidance in conforming to ethical standards; to promote public confidence in the integrity of Town government; to require public disclosure of financial interests that may influence, or be perceived as influencing, actions of Town officers and employees; to minimize unwarranted suspicion; and, to provide for fair and effective administration of this Code. This Code of Ethics shall be in addition to all of the restrictions, standards and provisions pertaining to the conduct of Town officers and employees.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

B. This Code of Ethics is further enacted to:

1. Establish high standards of ethical conduct for Town officers and employees.

2. Afford Town officers and employees clear guidance in conforming to such standards.

3. Promote public confidence in the integrity of Town government.

4. Require public disclosure of financial interests that may influence, or be perceived as influencing, actions of Town officers and employees.

5. Facilitate consideration of potential ethical problems before they arise.

6. Minimize unwarranted suspicion.

7. Enhance accountability of government to the people it serves.

8. Provide for fair and effective administration of this Code.

§ 19-~~3~~4. Definitions.
As used in the Code of Ethics, the following terms shall have the meanings indicated:

AGENCY
Any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of the Town of Amherst; and shall include but not be limited to the Town Board, ~~Zoning Board of Appeals, Planning Board, Traffic Safety Board, Recreation Commission, Library Board of Trustees, Board of Ethics, Government Study Committee, Youth Board, Board of Assessment Review, Senior Citizens Advisory Board, Amherst Industrial Development Agency, 9/11 Commemoration Commission, Amherst Committee on Disabilities, Amherst Community Diversity Council, Amherst Veterans Committee, Arts and Culture in Public Places Board, Board of Electrician Examiners, Board of Plumbing and Drainage Examiners, Citizens' Financial Advisory Committee, Employee Suggestion Review Committee, Energy Conservation Committee, FOIL Board, Glen Park Joint Board, Historic Preservation Commission, Information Technology Advisory Committee, Minority/Woman Owned Business in Amherst, Open Government Advisory Board, Recycling and Waste Committee~~ Amherst Committee on Disabilities, Amherst Community Diversity Council, Amherst Industrial Development Agency, Amherst Veterans Committee, Arts and Culture in Public Places Board, Board of Assessment Review, Board of Electrician Examiners, Board of Ethics, Board of Plumbing and Drainage Examiners, Citizens' Financial Advisor Committee, Design Advisory Board, Employee Suggestion Review Committee, Energy Conservation Committee, FOIL Board, Glen Park Joint Board,

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

Government Study Committee, Historic Preservation Commission, Information Technology Advisory Committee, Library Board of Trustees, Minority/Woman Owned Business, 911 Commemoration Commission, Open Government Advisory Board, Planning Board, Recreation Commission, Recycling and Waste Committee, Senior Citizens Advisory Board, Traffic Safety Board, Youth Board and Zoning Board of Appeals in Amherst, or an improvement district as provided by Article 12 of the Town Law.

APPEAR and APPEAR BEFORE
Communicating in whatever form, whether personally or through another person.

BUSINESS DEALING
Having or providing any contract, service or work with a municipality; buying, selling, renting, leasing or otherwise acquiring from or dispensing to a municipality any goods, services or property; or applying for, petitioning, requesting or obtaining any approval, grant, loan, license, permit or other privilege from the municipality.

CONFLICT OF INTEREST
A situation in which a person has a duty to more than one person or entity but could not do justice in the actual performance adverse to the interest of both parties. This also includes the situation in which the concerns or aims of two different parties or organizations are incompatible or a situation in which a person is in a position to derive personal benefits from actions or decisions made in their official capacity.

DISCRETIONARY ACT
Any action involving the exercise of judgment or discretion by a municipal officer or employee, either individually or as a member of any agency, and includes but is not limited to negotiation, approval, advice, recommendation, authorization or audit.

FAMILY MEMBER
A spouse, child, stepchild, brother, sister, parent, half-child, brother/sister-in-law, parent-in-law or dependent of a municipal officer or employee.

GIFT OR FINANCIAL BENEFIT
Money, service, loan, travel, entertainment, hospitality or any financial transaction on terms not available to the general public but shall not include normal hospitality or promotional materials if such hospitality or materials do not exceed One Hundred Dollars ($100.00) in value and are not received in circumstances in which it might reasonably be inferred that they were given with intention to influence or reward them in relation to the performance of their duties.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

GOVERNING BODY
The Town Board of the Town of Amherst.

MINISTERIAL ACT
An action performed in a prescribed manner without the exercise of judgment or discretion as to the propriety of the act.

PAID TOWN OFFICER, EMPLOYEE OR OFFICIAL
Any Town officer, employee or official who receives a salary from the Town or who is compensated by the Town on a per-diem or hourly basis, but does not include a Town officer, employee or official who is solely reimbursed by the Town for expenses incurred in the course of his or her duties.

PARTICULAR MATTER
Any business dealing with the Town or any application therefor or any case, proceeding, determination, investigation, charge, accusation or arrest or any other matter involving a discretionary act of a Town officer or employee, but does not include the proposal, consideration or enactment of local laws, ordinances or regulations of general application.

PERSON
An individual, corporation, partnership, unincorporated association, LLC, LLP and all other legal entities.

POLITICAL PARTY
Any political party which appears on the ballot in the last biennial Town election.

RELATED PARTY
A spouse, child, parent, brother or sister of the Town officer or employee and a party with whom the Town officer or employee or his/her spouse, child, parent, brother or sister has or intends to enter into an employment, professional, business or financial relationship.

SPOUSE
A husband or wife from whom the Town officer or employee is not legally separated.

TOWN
The Town of Amherst, and includes all agencies thereof and officers, employees and officials thereof.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

TOWN CLERK
The Clerk of the Town of Amherst.

TOWN OFFICER OR EMPLOYEE
Any officer, ~~or~~ employee, or intern of the Town of Amherst, whether paid or unpaid, including public officials and all other members of any agency in the Town of Amherst, but does not include the Town Justices, officers or employees of the Unified Court System. Volunteer firemen and civil defense volunteers shall not be deemed to be Town officers or employees.

TOWN OFFICIAL
Any Town officer, employee who has the authority, either alone or as a member of an agency/committee/board to perform discretionary acts on behalf of the Town with respect to any business dealing. "Town official" shall not include Town Justice and any Town officer or employee who performs only ministerial acts and duties.

§ 19-5. Applicability.

The requirements of this Code shall not replace but shall be in addition to all other legal requirements pertaining to the conduct of Town officers and employees. Every provision of this Code, except as expressly limited herein, shall apply to every officer and employee of the Town, whether paid or unpaid. It shall also apply to members, directors, officers and employees of any not-for-profit corporation if a majority of such corporation's members or directors serve by reason of their Town positions or if a majority of such corporation's officers or directors are appointed by one or more Town officers or bodies, such as the Amherst Industrial Development Agency. Any such not-for-profit corporation shall be deemed to be a Town agency for the purpose of this Code. The members, directors, officers and employees of any such corporation shall be deemed to be Town officers or employees for the purposes of this Code. It shall also apply to any person who is a member of a Town board, agency, commission, council or body, whether paid or unpaid, as well as to personal service/consultant contractors of Town Development Agencies defined above. This Code shall not apply to officers or employees of the Town Court of the Town of Amherst, unless adopted by their respective governing bodies. The Board of Ethics shall have discretion to grant a temporary exception to the provisions of this Chapter for any officer, employee, person, board, commission or agency to which this Chapter applies.

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

§ 19-46. General regulations.

A. No Town official or employee shall:

(1) Act as attorney, agent, broker, employee, consultant or representative for any person in connection with any business dealing that person has with the Town.

(2) Directly or indirectly, solicit any gift, or accept or receive any gift or series of gifts, having an annual aggregate value of One Hundred Dollars ($100.00) or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him or her or could reasonably be expected to influence him in the performance of his official duties or was intended as a reward for any official action on his or her part. The foregoing limitation shall not apply to campaign contributions not otherwise prohibited by law.

(3) Take or refrain from taking any action or agree to take or refrain from taking any action or induce or attempt to induce any other Town officer or employee to take or refrain from taking any action on any matter before the Town in order to obtain a pecuniary or material benefit for:

(a) Himself or herself;

(b) A family member;

(c) Any partnership, LLP or unincorporated association of which the Town officer or employee or family member, is a member or employee or in which he or she has a proprietary interest;

(d) Any corporation, LLC of which the Town officer or employee, or family member is an officer or director or of which he or she legally or beneficially owns or controls more than five percent (5%) of the outstanding stock;

(e) Any person with whom the Town official, or his or her family member, has an employment, professional, business or financial relationship; or

(f) Any person from whom the Town officer or employee or his or her spouse has received within any twelve-month period during the previous twenty-four (24) months a pecuniary or material benefit having an aggregate value greater than One Thousand Dollars and Zero

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

Cents ($1,000.00), unless said individuals make up less than five percent (5%) of a class of individuals benefitted.

(4) Appear before the agency/committee/board served by or which employs such Town officer or employee except on behalf of the Town or on his or her own behalf.

(5) Appear before the Town except on behalf of the Town or on his or her own behalf. This subsection shall only apply to officers and employees who are elected or who are paid by the Town.

(6) Appear as attorney or counsel against the interests of the Town in any matter in which the Town is a party or a complainant.

(7) Solicit any nonelected officer or employee of the Town to participate in an election campaign. This subsection shall not prohibit an elected officer from soliciting such participation from officers and employees who are appointed by and directly subordinate to such elected officer and who serve in positions which are in the exempt classification or the unclassified service under the Civil Service Law.

(8) Directly or through a person, campaign committee or other organization authorized to act on his or her behalf solicit any nonelected officer or employee of the Town to pay or promise to pay any assessment, subscription or contribution to a political party, political party organization or election campaign. This subsection shall not prohibit a general solicitation of a class of persons.

(9) Directly or through a person or campaign committee or other organization authorized to act on his or her behalf, solicit participation in an election campaign or payment or promise of payment of any assessment, subscription or contribution to a political party, political party organization or election campaign from any person who, to the knowledge of the municipal officer or employee, has or, within the previous twelve (12) months, has had any business dealing with the municipality. This subsection shall not prohibit a general solicitation of a class of persons.

(10) Directly or through a person or campaign committee or other organization authorized to act on his or her behalf, utilize Town property, the Town Seal, the Town Logo or stationery where the header or footer states the person's employment as a Town of Amherst employee, to solicit participation in an election campaign or payment or promise of payment of any assessment, subscription or contribution to a political party, political party organization or election campaign.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

(11) Except where such disclosure is authorized by law, disclose any confidential information acquired in the course of his or her official duties or use any such information to advance the financial or other private interest of himself or herself or any other person.

(12) After termination of his or her term of office or employment with the Town, appear before the Town or receive compensation for any services rendered on behalf of any person other than the Town in relation to any particular matter upon which he or she took any discretionary act during his or her term of office or employment with the Town.

B. No partnership, LLP, LLC or corporation or unincorporated association of which a Town official is a member or employee or in which he or she has a proprietary interest nor any corporation, LLC of which he or she is an officer or director or legally or beneficially owns or controls more than five percent (5%) of the outstanding stock shall appear before the agency served by such Town official on behalf of any person other than the Town or itself.

C. No partnership, LLP or unincorporated association of which a Town official who is elected or paid by the Town is a member or employee or in which he or she has a proprietary interest nor any corporation, LLC of which he or she is an officer or director or of which he or she legally or beneficially owns or controls more than five percent (5%) of the outstanding stock shall appear before the Town on behalf of any person other than the Town or itself.

D. Nothing in this section shall be construed to prohibit a Town officer or employee or any other person from receiving a municipal service or benefit or using a municipal facility which is generally available to residents or a class of residents in the Town.

E. Nothing in this section shall be construed to prohibit any Town officer or employee listed in §11 of the Domestic Relations Law from accepting any gift or benefit having a value of One Hundred Dollars ($100.00) or less for the solemnization of a marriage by that Town officer or employee at a place other than the Town officer's or employee's normal place of business or at a time other than the officer's or employee's normal hours of business and except as may be otherwise restricted by law.

F. Nothing in this section shall be construed to prohibit a Town officer or employee from performing any ministerial act.

G. A person who knowingly violates any provision of this section may, in addition to any penalty contained in any other provisions of law, be dismissed,

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

suspended or removed from office or employment in the manner provided by law.

§ 19-~~5~~7. Transactional disclosure and recusal; definitions.

A. Whenever a Town official is requested or required to take any action on a matter before the Town and, to his or her knowledge, either the performance or nonperformance of that action would provide a pecuniary or material benefit to himself or herself or to any related person different from that which would be derived from the action by reason of its general application to a broad class of persons deriving such benefit, the Town official shall not participate in that matter unless the official's recusal prohibits Town action, then said officer or employee shall participate after full disclosure and reference to the particular legislation otherwise prohibiting Town action. The Town officer or employee also shall file promptly with his or her immediate superior, if any, and with the Town Clerk a signed statement disclosing the nature and extent of that interest.

B. For purposes of this section, the following terms shall have the meanings indicated:

RELATED PERSON

(1) A family member.

(2) Any corporation of which the municipal officer or employee is an officer or director or of which he or she legally or beneficially owns or controls more than five percent (5%) of the outstanding stock.

(3) Any person with whom the municipal officer or employee or his or her family member has an employment, business or financial relationship.

(4) Any person from whom the municipal officer or employee or his or her spouse has received within any twelve (12) month period during the previous twenty-four (24) months a pecuniary or material benefit having an aggregate value greater than One Thousand Dollars and Zero Cents ($1,000.00).

C. Nothing in this section shall be construed to prohibit a Town officer or employee from performing any ministerial act or to require a Town officer or employee to file a disclosure statement pursuant to Subsection A of this section prior to performing any ministerial act. The award of a contract by an officer or employee pursuant to the public bidding requirements of §103 of the General Municipal Law shall be deemed a ministerial act.

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

§ 19-~~6~~8. Disclosure statement.

A. Long Form Disclosures: All elected Town officials, all department heads and all Town Officials who are elected, appointed, paid or unpaid, who are members of the ~~Zoning Board of Appeals, Planning Board, Youth Board, Traffic Safety Board, Government Study Committee, Recreation Commission, Board of Assessment Review Amherst Industrial Development Agency, Board of Ethics, Board of Electrician Examiners, Board of Plumbing and Drainage Examiners, Citizens' Financial Advisory Committee, Energy Conservation Committee, FOIL Board, Historic Preservation Commission and the Open Government Advisory Board~~ Amherst Industrial Development Agency, Board of Assessment Review, Board of Plumbing and Drainage Examiners, Board of Electrician Examiners, Board of Ethics, Citizens' Financial Advisory Committee, Design Advisory Board, Energy Conservation Committee, FOIL Board, Government Study Committee, Historic Preservation Commission, Open Government Advisory Board, Planning Board, Recreation Commission, Traffic Safety Board, Youth Board and Zoning Board of Appeals shall file with the Town Clerk, who for the purpose of this section shall also be deemed the Secretary of the Board of Ethics as hereinafter set forth, a signed, annual disclosure statement within thirty (30) days of taking office and no later than April 30 of each year thereafter. Within thirty (30) days of any change in the information contained in his or her most recently filed statement, the ~~public~~ Town official shall file a signed amendment to the statement indicating the change.

B. Information to be disclosed by all those Town officials defined in Section 19-6A shall be in the following form:

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

(1) Name:

Address:
Email Address:

If married, spouse's name:

(2) (a) Title of Town position:

(b) Department, agency or other governmental entity:

(3) Do you receive any benefits, compensation or other consideration that are derive directly or indirectly from your employment or association with the Town of Amherst other than your remuneration from the Town?

Yes _____ No _____

If YES, please describe the nature, source of and amount such benefits, compensation o other consideration.

Nature	**Source**	**Amount**

(4) List the address and SBL of all real property in which you, your spouse or other famil member of your household has an ownership or other financial interest.

Name of Owner	**Address**

(5) List the name and address of any partnership, unincorporated association, corporation business or employer of any sort of which you or your spouse is a member, officer o employee or from which you or your spouse derive income of any nature, giving you position and/or your spouse's position, if any, with such entity.

Self/Spouse	**Position**	**Organization and Address**

(6) List the name and address of any corporation, partnership, unincorporated associatio or business of which you or your spouse legally or beneficially owns or controls mor than 5% of the issued and outstanding stock or other ownership rights.

Self/Spouse	**Organization and Address**

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

(7) State any self-employment, and the general nature thereof, from which you or you spouse has derived gross income in excess of $2,000 during the previous calendar year.

Self/Spouse **General Nature**

(8) If you are unable, after reasonable effort, to obtain any of the information required hereir so state and explain.

(9) List any position you held within the last 5 years as an officer of any political committe or political organization. The term "political organization" includes any independen body or any organization that is affiliated with or a subsidiary of a political party.

(10) List the source of all gifts received in the past year from the same or affiliated source aggregating in excess of $100.00 by you or a close relative, from any person or organization having had a regulatory or financial relationship with the Town within the past 2 years or expected to have such a relationship within the next 2 years, excluding gifts from a relative. The term "gifts" includes gifts of cash, property, personal items services, payments to third parties on your behalf, loans, forgiveness of debt honorariums, travel, entertainment, hospitality, tickets and any financial transaction or terms not available to the general public. The term "gifts" shall not include norma hospitality or promotional materials received within the past year if such hospitality or materials which, when aggregated by source, do not exceed $100.00 in value and are not received in circumstances in which it might reasonably be inferred that they were given with the intention to influence or reward you in relation to the performance of your duties.

Name of Family Member	Relationship to You	Name of Business Entity	Involvemen with Town

(11) List your interest or any close relative in an entity which has had financial or regulatory activity with the Town or Amherst Industrial Development Agency within the last 2 years or is expected to have such activity within the next 2 years, except for a publicly traded business organization of which you own less than 5% of the outstanding stock or ownership interest. It is not necessary to disclose personal savings accounts and retirement accounts.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

(12)

Name of Family Member	Relationship to You	Name of Business Entity	Involvement with Town

Outside employment. Describe any outside occupation, employment, trade, business or profession providing more than $1,000.00 per year for you or a close relative, if any, and indicate whether such activities are regulated by any state or local agency.

Name of Family Member	Position	Name, Address & Description of Organization	State or Local Agency

(13) Future employment. Describe any contract, promise or other agreement between you and anyone else with respect to your employment after leaving your Town office or position.

Past employment. Identify the source and nature of any income in excess of $1,000.00 per year from any employer, including deferred income, contributions to a pension or retirement fund, profit-sharing plan, severance pay or payments under a buy-out agreement for this year and the year prior to this year.

Name and Address of Income Source	Description of Income (i.e. pension, deferred compensation, etc)

(14) Identify and describe the source of any third-party payment or reimbursement for Town of Am st travel-related expenditures in excess of $250.00 for any matter that relates to your official duti The term "reimbursement" includes any travel-related expenses provided by anyone other than the wn for speaking engagements, conferences or fact-finding events that relate to your official duties.

Source	Description

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

~~Strikethrough~~ = Deleted language; Underline = Added language

(15) Describe all loans and debts of you or a close relative in excess of $5,000.00 (excluding retail accommodations such as primary mortgages, home equity loans, charge accounts, lines of credit and credit cards extended in the normal course of business which are ordinarily available to the general public by financial institutions (for example, banks) and/or merchants and which are not extended in circumstances in which it might be reasonably inferred that they were extended with the intention to influence or reward you in relation to the performance of your duties):

_____ _____

~~(month, day, year)~~
(date) Signature of Reporting Individual

C. Short Form Disclosure. All Town officials who are appointed, paid or unpaid, to any board of committee for who a long form disclosure is not required shall file a Short Form Disclosure form containing the following information:

(1) Name, Address, Email Address, Telephone Number (Both Home and Cell) and if married, Spouse's name.

(2) Title of Position (Name of Board or Committee)

(3) I hereby certify that I have read Chapter 19 of the Town of Amherst Town Code (Code of Ethics) and understand its restrictions upon my activities. I further certify that I will follow these provisions and that I do not have any conflict of interest as defined in the Code of Ethics.

Name & Date

§ 19-9. Transactional Disclosure Statement Required

A. Private interests. A Town officer or employee shall, before taking, advising or participating in any official discretionary action affecting his or her known private interest or the private interest of a related party, file a statement disclosing such interest and defining the proposed action.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

B. Professional or business transactions. If a Town officer or employee wishes to enter into an employment, professional, business or financial transaction, other than a normal retail purchase or credit transaction on the same terms as are available to the general public, with another party and such other party has pending or is known by such Town officer or employee to be considering or has had pending within the prior twelve (12) months any financial or regulatory matter with a Town agency and the Town officer or employee or a subordinate officer or employee has participated in or is authorized to participate in any official discretionary action affecting such matter, the Town officer or employee shall file a statement disclosing such transaction and disclosing the nature of his or her participation in such action prior to entering into such transaction. If a Town officer or employee learns that a related party proposed to enter or has entered into such a transaction, then he or she shall promptly file such a statement.

§ 19-~~7~~10. Civil penalty; penalties for offenses.

A. Statement of financial disclosure.

(1) A reporting individual who knowingly ~~and willfully~~ fails to file an annual statement of financial disclosure as ~~provided~~ required herein shall be presumed to have voluntarily withdrawn from membership on the committee/board they were appointed to.

(2) A reporting individual who knowingly and ~~willfully with intent to deceive~~ makes a false statement or gives information which such individual knows or should have known to be false on such statement of financial disclosure filed pursuant to this Chapter shall be assessed a civil penalty in an amount not exceed Ten Thousand Dollars and Zero Cents ($10,000.00). Assessment of a civil penalty hereunder shall be made by the Town of Amherst Board of Ethics following a hearing which follows the procedure set forth in the rules of procedure adopted by the Board of Ethics.

(3) A reporting individual fails to file an amended financial disclosure within thirty (30) days of any change in information contained in his/her most recently filed financial disclosure statement shall be presumed to have withdrawn from membership in the committee or board that they were appointed to.

(4) For a violation of this subsection 2, the Town of Amherst Board of Ethics may, in lieu of a civil penalty, refer said violation to the District Attorney and, upon such conviction~~, but only after such referral, such violation shall be punishable as a misdemeanor~~.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

(5) Notwithstanding any other provision of law to the contrary, no other penalty, civil or criminal, may be imposed for failure to file or for false filing of such statement, except that the appointing authority may impose disciplinary actions as otherwise provided by law.

B. For violations of the conflict of interest and transactional disclosure provisions of this chapter, the Town of Amherst Board of Ethics shall assess a civil penalty in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) or, in lieu thereof, issue a public censure or private admonition. In addition, the appointing authority may impose disciplinary action as otherwise provided by law.

C. For violations of the Section 19-4(A)(10) the Town of Amherst Board of Ethics shall assess a civil penalty in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) or, in lieu thereof, issue a public censure or private admonition. In addition, the appointing authority may impose disciplinary action as otherwise provided by law including removal from office/employment. For a violation of Section 19-4(A)(10), the Town of Amherst Board of Ethics may, in lieu of a civil penalty, refer a violation to the District Attorney and upon such conviction but only after such referral, such violation shall be punishable as a Class A misdemeanor.

D. The Town of Amherst Board of Ethics shall adopt rules governing the conduct of adjudicatory proceedings and appeals relating to the assessment of civil penalties herein authorized. Such rules shall provide for due process procedural mechanisms substantially similar to those set forth in Article 3 of the State Administrative Procedures Act, but such mechanisms may not be identical in terms or scope.

E. No reporting individual shall be subject to the sanction contained in Subsections 1 or 2 for any offense that occurred more than two (2) years before Notice is provided to that individual that he/she has violated the provisions of the Ethics Code.

F. Assessment of a civil penalty shall be final unless modified, suspended or vacated within thirty (30) days of imposition and, upon becoming final, shall be subject to review at the instance of the affected reporting individual in a proceeding commenced against the Town of Amherst Board of Ethics pursuant to Article 78 of the Civil Practice Law and Rules.

§ 19-~~8~~11. Maintenance of disclosure statements.
Transitional disclosure statements and annual disclosure statements shall be a matter of public record and shall be filed and indexed with the Town Clerk.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

The Town Clerk shall retain such disclosure statements for a period of not less than seven (7) years from the date of filing.

§ 19-~~9~~12. List of officials; notice and verification of filing.

A. On or before the first day of April of each year the Town Supervisor, together with the Town Clerk, shall:

(1) File with the Town Clerk a list of names and offices or positions of all officials and employees required to file annual disclosures; and

(2) Notify all persons required to file annual disclosure forms and request that the same be filed with the Town Clerk no later than April 30th of ~~each year~~ or the subsequent business day. Said notifications are to be sent to the person's current residence on file with the Town Clerk and also be sent via email, if email is available.

(3) Notify all Department Heads/Town Board liaisons of the names of these persons required of the names and offices or positions of all officers and employees required to file annual disclosures with an indication of whether that individual has filed the required disclosure form.

(4) If the notice is returned, the Town Clerk within three (3) business days will then notify the relevant Department Head/Town Board liaison of the same within three (3) business days. Upon receipt of such notice, the Department Head/Town Board liaison shall immediately notify the person in writing (email shall suffice) that he/she needs to file the annual disclosure statement.

B. On or before the 15th day of May of each and every year, the Board of Ethics shall meet to ascertain and verify that every required individual has filed the required disclosure statement.

C. Failure of the Supervisor and the Town Clerk to notify any or all individuals required to file disclosure statements shall not relieve Town officials~~s~~ or employees of their duty to file the disclosure statements.

§19-13. Disclosure of Interest by Town Board member; abstention from action.

When a member of the Town Board must take official action on a matter in which the board member has a substantial personal economic interest, which interest is distinct from that of the general community, the member's constituents or a substantial class of the general community he or she shall

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

divest himself or herself of that interest or shall publicly disclose the nature and extent of such interest in writing to the Town Board. The board member ~~may~~ shall abstain from participating in such action upon consideration of any possible inference of impropriety and the affirmative public need for his or her participation in the action under consideration. ~~The board member's decision not to abstain shall not be deemed unethical.~~

§19-14. Applicant Disclosure

A. Where a person requests the Town or a Town officer, official or employee to take or fail to take any action (other than a ministerial act) that may result in a financial benefit ~~both to the requester and~~ to either any officer, official or employee of the Town, the ~~requester~~ Town officials shall disclose the names of any such persons, to the extent known to the requester at the time of the request.

B. If the request is made in writing, the disclosure shall accompany the request. If the request is oral and made at a meeting of a public body, the disclosure shall be set forth in the public record of the body. If the request is oral and not made at a meeting of a public body, the disclosure shall be set forth in writing filed with the Town Clerk.

§19-15. Registration before Town Agency

No Town officer or employee shall receive or enter into any agreement, whether expressed or implied, for compensation for services to be rendered in relation to any matter before any Town agency; provided, however, that this Section shall not be applicable if the Town officer or employee does not receive compensation by reason of his or her Town position and the matter is not before his or her own agency.

§19-16. Gifts and Financial Benefit.

A. No Town officer or employee shall directly or indirectly solicit, accept or receive any gift or financial benefit from or on behalf of any person or organization that has pending or is known by such Town officer or employee to be considering or has had pending within the prior twelve (12) months any financial or regulatory transaction with any Town agency in which he or she serves or over which he or she has any jurisdiction or appointing power.

B. For purposes of this Code, a Town officer's or employee's acceptance of travel and travel-related expenses from or on behalf of any person or organization that has pending or is known by such Town officer or employee to be considering or has had pending within the prior twelve (12) months can be considered a gift to the Town of Amherst rather than to the Town officer or employee when:

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

(1) The travel is for a Town purpose and therefore could properly be paid for with Town funds;

(2) The travel arrangements are appropriate to that purpose; and

(3) The travel is no longer than reasonably necessary to accomplish the business which is its purpose.

C. To avoid an appearance of impropriety, advanced notice of such travel, including itinerary and a proposed travel budget, should be submitted to the Board of Ethics for review, when practicable. Following the conclusion of the trip, the official should report to the Board of Ethics the itinerary and actual travel disbursements and payments or reimbursements of expenses.

§19.17. Future Employment.

No Town officer or employee, without proper disclosure to the Town Board shall solicit, negotiate for or promise to accept employment by any person, firm or corporation with which he or she or his or her agency is engaged on behalf of the Town in the transaction of business or which is or may be affected by his or her official action.

§19.18. Appearance of Compensation After Termination of Service

No Town officer or employee without proper disclosure to the Town Board shall, after the termination of service or employment with such municipality, appear before any agency of the Town or receive compensation for services in relation to any specific case, proceeding, application or matter before a Town agency or against the Town's interest in which he or she personally participated in the course of his or her service or employment.

§19.19. Abuse of Position

No Town officer or employee shall accept any employment, enter into any transaction or acquire any investment under circumstances in which any impression may reasonably be created that he or she will be influenced thereby in the conduct of his or her duties. No Town officer or employee shall use or attempt to use his or her official position to secure unwarranted benefits, privileges or exemptions for himself or herself or for others.

§19.20. Board Removal

Notwithstanding provisions set forth in the Code of the Board of Ethics, Town officials or its officers covered by this Code of Ethics who violate its provisions set forth herein may be removed by the Supervisor if appointed by him/her,

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

by the Town Board through a majority vote for appointments made by the Town Board, and by the Town Board through a majority vote for individuals appointed or designated by third parties.

§19.21.

~~B.~~ Any member serving on a Town board or committee who affirmatively commences a lawsuit against the Town, or is a named party to a lawsuit against the Town and/or any board while serving as a member of that board, must disclose to that board his or her involvement in the lawsuit and must refrain from participating in all board decisions that entail or are likely to entail issues that form the basis of the litigation and may be removed; and

§19.22

~~C.~~ Any member who receives financial and/or noneconomic gains from representing groups, corporations, or individuals in legal actions brought against the Town and/or any board shall not simultaneously serve as a board member on any board of the Town of Amherst and may be removed; and

§19-23

~~D.~~ Whenever necessary, the Supervisor shall require each member to disclose all conflicts on matters before the Board, and Board members shall recuse him/herself, if necessary, from any decision or underlying considerations regarding such matters.

(1) Nothing herein shall be deemed to impose civil penalties on Board members.

(2) Nothing herein shall be deemed to bar a Board member from bringing a timely suit against the Town or its agencies for personal injuries or damages as allowed by law.

§19-2~~1~~4. Reservation of Right.

Nothing in this Code shall be deemed to bar or prevent the timely filing by a present or former Town officer or employee of any claim, account, demand or suit against the Town or any agency thereof on behalf of himself or any member of his family arising out of personal injury or property damage or for any lawful benefit authorized or permitted by law.

§19.2~~2~~5 Distribution of Provisions.

The Supervisor shall cause a copy of this Code to be compiled with Article 18 of the New York General Municipal Law and such other material he or she shall deem relevant. He or she shall cause a copy of such compilation to be

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

distributed to every officer and employee of the Town within thirty (30) days of the adoption of this code or as soon thereafter as may be practicable. Every officer and employee elected or appointed thereafter shall be furnished a copy of such compilation within ten (10) days after entering upon the duties of his or her position.

§ 19-~~112326~~. Duty to report.
Every Town officer or employee shall report to the Erie County District Attorney or the Town Attorney any action which may reasonably be interpreted as an improper attempt to influence him in the conduct of his office.

§19-~~102427~~. Board of Ethics.
A. A Board of Ethics is established and shall be known as the "Town of Amherst Board of Ethics."

B. The Board of Ethics shall consist of five (5) members who shall serve five (5) year terms of office, one such term expiring each year. Members shall be appointed by the Supervisor, subject to confirmation by the Town Board. If the Supervisor shall fail to appoint the members within thirty (30) days after the establishment of the Board of Ethics or within thirty (30) days after a vacancy occurs on the Board of Ethics, the Town Board shall appoint such member or members as the case may be. ~~Only o~~ One (1) member of the Board shall be an officer or employee of the Town of Amherst. In the event that a vacancy occurs prior to the expiration of the five (5) year term, such vacancy shall be filled for the balance of such term in the same manner as members are appointed to full terms. All members shall reside within the Town of Amherst. All members shall serve without compensation except that any member who is a Town of Amherst officer or employee shall be entitled to his usual compensation when attending upon the business of the Board of Ethics during normal working hours.

C. No more than two (2) members of the Board of Ethics may be affiliated with the same political party. No member of the Board of Ethics may hold an officer's position in any political party except such person may be a member of a county committee of a political party. The members shall elect a Chairman from among themselves and such other officers as may be deemed necessary from time to time.

D. A Board of Ethics member may be removed by the Town Supervisor with the approving consent of not fewer than four (4) members of the Town Board after a finding of substantial neglect of duty, gross misconduct in office, inability to discharge the powers or duties of the office or violation of this chapter after written notice of the charges and an opportunity for reply.

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

E. The Town Clerk shall be the Clerk of the Board of Ethics. All documents filed with the Town Clerk shall be deemed for the purposes of this chapter to be filings with the Board of Ethics.

F. The Board of Ethics established hereunder shall render advisory opinions to Town residents or employees on written request and, upon request of the Town Board, make recommendations to such Town Board as to any amendments of this chapter. The opinions of the Board of Ethics shall be advisory and confidential and in no event shall the identity of the town employee be disclosed except to authorized persons and agencies. Such opinions shall be on the advice of counsel employed by the Board of Ethics or, if none, of the Town Attorney.

G.~~F~~. The Board of Ethics shall have all the powers and duties as prescribed by Article 18 of the General Municipal Law. The Board of Ethics may adopt and amend such rules or procedures as are appropriate.

H. Such Board of Ethics upon its formation shall promulgate its own rules and regulations as to its form and procedures and shall maintain appropriate records of its opinions and proceedings.

Section 4. 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: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Clerk
DOC ID: 23202

COMMUNICATION 2021-50 **APPROVED**

Request for Public Hearing - 2190 Wehrle Drive Rezoning

Request from Acquest Development to schedule a public hearing for the rezoning of 2190 Wehrle Drive from R-3 to OB.

This hearing has been set for June 7th.

5/03/2021
Consent

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

ACQUEST
DEVELOPMENT

5554 Main Street, Williamsville, NY 14221 PHONE 716.204.3570 FAX 716.204.3565 WEB acquestdevelopment.com

April 26, 2021

VIA E-MAIL AND FIRST CLASS MAIL

Supervisor Brian Kulpa and
Town Board Members
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Rezoning of 2190 Wehrle Drive

Dear Supervisor Kulpa and Town Board Members:

Acquest Wehrle LLC has a petition for the rezoning of 5.67 acres located at 2190 Werle Drive from R-3 to OB. Please accept this letter as our request that a Public Hearing on the proposed rezoning be placed on the May 17, 2021Town Board meeting agenda.

Thank you for your consideration.

Sincerely,
Acquest Wehrle LLC

Omar Abu-Sitta

Cc: Francina J. Spoth, Town Clerk

Attachment: 4.26.21 Rezoning Request to Town Board (COM-2021-50 : Request for Public Hearing - 2190 Wehrle Drive Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Clerk
DOC ID: 23169

COMMUNICATION 2021-51 **REFERRED**

468 Harding Road Concerns

Email from Mr. & Mrs. Litz voicing their concerns.

5/03/2021
Referred to Planning and Town Attorney.

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

Cooper, Kathy

Subject: FW: Harding Rd rezoning

From: Patricia Litz <>
Sent: Wednesday, April 14, 2021 3:27 PM
To: Kulpa, Brian J. <bkulpa@amherst.ny.us>
Subject: Harding Rd rezoning

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

We are against any rezoning at 468 Harding Rd because we feel Rental Property will increase traffic, noise and safety in our neighborhood. We believe home values would go down along with the quality of schools. We also think taxes would increase. Rezoning will open the door for future construction of unwanted properties. 36 years ago, we built our home on this street because it was a lovely residential street w/ a little more space between homes. We came from an area with apartments behind us and down the street from us. It was constant loud music, horns blowing, people yelling or carrying on late at night. We couldn't wait to finally move. Now we're faced with the same dilemma. This is a residential, quiet street. We do not want these rental properties at the end of Harding Rd. Respectfully, Howard & Patricia Litz

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Councilmembers
DOC ID: 23209

COMMUNICATION 2021-52 **REFERRED**

Streetlights at 468 Harding Road

Resident(s) express concerns of lighting at Harding and McKinley Roads at Wehrle Drive.

5/03/2021
Referred to Planning, Engineering, Highway, and Town Attorney.

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

Attachment: COMMUNICATION Streetlights 468 Harding Road Bechtel redacted 20210503 (COM-2021-52 : Streetlights at 468 Harding Road)

-------- Original message --------
From: Mark Bechtel [redacted]
Date: 4/26/21 10:11 PM (GMT-05:00)
To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>, "Berger, Jacqualine" <jberger@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>, "Bucki, Debbie" <dbucki@amherst.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>
Subject: Street Lights for 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 Town Board

I was recently advised by Ellen Kost that I would need to submit this request to have the street lighting issue on Harding Road addressed at the next Town Board meeting. At the south end of Harding Road and Mckinley Avenue (south of Wehrle) we have one street light for each street making it very dark and a safety concern when walking at night. The new houses that are soon to be built at 468 Harding Road will certainly cause an increase in traffic and cars being parked on both streets, which futhers my cause for concern.

I am respectfully requesting this issue be placed on the agenda for the next Town Board meeting and that the appropriate department review the street lighting for this section of roadway.

Thank you for your time

Respectfully

Mark Bechtel

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Supervisor
DOC ID: 23175

COMMUNICATION 2021-53 **REFERRED**

Bedford Road Pavilion

Protest petition submitted by Sal Guadagna with respect to a pavilion on Bedford Road.

5/03/2021
Referred to Planning, Youth & Recreation, and Town Attorney.

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

Survey for the Construction of the Bedford Ct

Pavilion/ Bathroom

Name	Address	Date	Yes I am for the project	NO I am aga t the proje
EFT:				
EFTHIMIOS	PAPA 654 KAYMAR DR	3/10		X
ELEFTHERA	" "	"		"
Bellanca, Kathryn	630 Kaymar Dr	3/14		X
Thomas Bellanca	630 Kaymar Dr			X
ROBERT A JORDAN	678 KAYMAR DR	3/14		X
Kathleen A. Jordan	678 Kaymar Dr.	3/14		X
DDinato	710 Kaymar Dr	3/14		X
ANGELO P. SCIANNA	281 WILLOW GREEN	3/15		X
DEBBIE SCIANNA	281 WILLOW GREEN	3/15		X

Attachment: Petition for pavilion (COM-2021-53 : Bedford Road Pavilion)

Survey for the Construction of the Bedford Ct

Pavilion/ Bathroom

Name	Address	Date	Yes I am for the project	NO I am agai the proje
John Morrison	264 Willow Green Dr.	3/6		✓
Jeff Fadale	258 Willow Gr Dr	3/6		✓
Ed R Lam	252 Willow Gr Dr	3/6		✓
Charlotte Van Splen	246 Willow Green Dr	3/6		✓
Beverly Brooks	233 Willow green	3/6		✓
James Brooks	233 willow green	3/6		✓
Heather Thoene	227 Willow Green Dr	3/6		✓
Colleen DRake	155 willow green	3/6		✓
Sandra Jasinowski	161 Willow Green Dr	3/6		✓
Michael Jasinowski	161 Willow Green Dr	3/6		✓
[illegible]	191 WILLOW GREEN Dr.	3/6		✓
Lucian Raponi	191 willow green Dr.	3/6		✓
Tristan Raponi	191 willow green dr.	3/6		✓

Attachment: Petition for pavilion (COM-2021-53 : Bedford Road Pavilion)

Survey for the Construction of the Bedford Ct Pavilion/ Bathroom

Name	Address	Date	Yes I am for the project	NO I am agai the proje
NICHOLAS GREAVES	255 WILLOW GREEN Dr.	3/6/21		✓
WILLIAM GREAVES	255 WILLOW GREEN Dr	3/6/21		✓
CAROLINE DUTWELER	255 WILLOW GREEN Dr.	3/6/21		✓
COLLEEN GREAVES	255 WILLOW GREEN Dr.	3/6/21		✓
SHARON GREAVES	255 WILLOW GREEN Dr.	3/6/21		✓
Amy Fadale	258 Willow Green	3/6/21		✓
John Cowden	263 Willow Green	3/6/21		✓
Todd Patterson	287 Willow Green Drive	3/6/21		✓
Jim Patterson	287 Willow Green Drive	3/6/21		✓
Lindsay Rogers	230 Parkhaven Dr.	3/6/21		✓
BRADLEY KANE	293 Willow Green	3/6/21		✓
Gail Sanderson	293 Willow Green	3/6/21		✓

Attachment: Petition for pavilion (COM-2021-53 : Bedford Road Pavilion)

Survey for the Construction of the Bedford Ct

Pavilion/ Bathroom

Name	Address	Date	Yes I am for the project	NO I am agair the proje
Mike P. Panzarella	311 Willow Green Dr	3/6/21		X
Mike L Panzarella	" "	3/6/21		X
Mia Panzarella	" "	3/6/21		X
Jane Montgomery	299 Willow Green Dr	3/6/21		X
KAREN BURKE	284 Willow GREEN DR	3/6/21		X
John Burke	" "	"		X
Emma Burke	" "	"		X
Julian Burke	270 Willow Green Dr	"		X
Joanne Bowman	" "	3/6/21		✓
Mark Bowman	" "	3/6/21		✓
Keith Frasz	432 KAYMAR DRIVE	3/6/21		✓

Attachment: Petition for pavilion (COM-2021-53 : Bedford Road Pavilion)

Survey for the Construction of the Bedford Ct

Pavilion/ Bathroom

Name	Address	Date	Yes I am for the project	NO I am agai the proje
*Linda MacDougall	622 Kaymar	3/7/2021		X
Karen Young	614 Kaymar	3/7/21		X
Bob Young	614 Kaymar	3/7/21		X
Dan Jones	582 Kaymar	3/7/21		X
Pam Jones	582 Kaymar	3/7/21		X
Michael Cahlpe	566 Kaymar Dr	3/7/21		X
[illegible]	143 Willow Green Drive	3/10/21		X
Jonathan Cretsos	143 Willow Green Dr	3/10/21		X
Steven Stern	638 Kaymar Dr.	3/10/21		X
[illegible]	646 Kaymar Dr	3/10/21		X
Linda Matteszewski	646 Kaymar Dr	3/10/21		X

Attachment: Petition for pavilion (COM-2021-53 : Bedford Road Pavilion)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Councilmembers
DOC ID: 23210

COMMUNICATION 2021-54 **REFERRED**

ACP - Westwood Concept - Pedestrian Entrance to Frankhauser

Resident(s) expresses concern about the safety of pedestrians at Frankhauser/Fairways Blvd.

5/03/2021
Referred to Planning, Traffic Safety, and Town Attorney.

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

-------- Original message --------
From: "Vaughan, William" [redacted]
Date: 4/27/21 10:32 AM (GMT-05:00)
To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>, "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>
Cc: "Schregel, Chris" <CSchregel@amherst.ny.us>, stephanie vaughan [redacted]
Subject: Amherst Central Park - Westwood Concept - Pedestrian Entrance to Frankhauser

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

Good morning,

My name is Bill Vaughan and I live at [redacted] with my wife Stephanie and our children [redacted] We have lived in Amherst since July of 2012 and our house is at the south end of Fairways, right at the Frankhauser/Fairways intersection.

You may recall that in October of 2019 I first raised concerns to the Town Board regarding speeding and safety concerns at the intersection of Frankhauser and Fairways. My concerns were referred to the Amherst Traffic Safety Board and I began working with Mr. Christopher Schregel, Traffic Safety Coordinator for the Town of Amherst. The Amherst Traffic Safety Board looked into the issues raised about safety at the Frankhauser/Fairways intersection and even engaged the Town of Amherst Engineering Department about the possibility of reconfiguring the intersection when it was deemed to be inadequate for safety reasons. After review and analysis, the Engineering Department in November of 2019 recommended a reconfiguration of the intersection; in December of 2019 the intersection reconfiguration was approved and given to the Highway Department for implementation; and in June of 2020 the actual reconfiguration of the intersection took place.

I share all of this backstory to first thank you for your efforts in helping move the project along from the start. Without your assistance to connect me with Mr. Schregel, none of the changes that took place would have been possible. I also share this because I believe with the First Draft of the Westwood Concept from December 2020, there are potentially new traffic and safety concerns for the Frankhauser/Fairways intersection and neighborhood if the plan moves forward as currently proposed. More specifically, the proposed “Pedestrian Entrance” to Frankhauser at the South West area of Westwood is the concerning part. I am writing to you today not only on behalf of my family but for many of our neighbors in the Frankhauser/Fairways neighborhood who have expressed similar concerns as well.

I would like to state that I am supportive of the overall Westwood Concept as part of the Amherst Central Park but I have some concerns about the aforementioned Pedestrian Entrance to Frankhauser. Some of the biggest concerns being:

- Where will all of the cars park for people using the Pedestrian Entrance? In the First Draft, the Pedestrian Entrance to Frankhauser is not in close proximity to any parking area in the park, so where will all of the cars park that plan to utilize the Pedestrian Entrance?

Attachment: COMMUNICATION ACP Pedestrian safety Vaughn redacted 20210503 (COM-2021-54 : ACP - Westwood Concept - Pedestrian

  - To use the Pedestrian Entrance, it is safe to assume that people will be parking all over Frankhauser and Fairways for easier access to the park and to avoid traffic at the main entrances.
  - This additional traffic and the vehicles parked on Frankhauser and Fairways will result in added safety issues at an already problematic intersection.

- If the Town of Amherst reconfigured the intersection of Frankhauser and Fairways due to traffic and safety issues, why would we include a design that would offset the work done to help with the traffic/speeding/safety issues?
  - Even with the intersection redesign, it is still a difficult intersection with safety and speeding issues persisting.
  - Adding all of the additional pedestrian foot traffic, vehicle traffic, and cars parked on Frankhauser and Fairways will make an already difficult situation even more unsafe.

- Why is there a need for a Pedestrian Entrance to Frankhauser at all? Why aren't the main entrances adequate?
  - There are no other Pedestrian Entrances anywhere else on the First Draft so why put one there leading to Frankhauser?
  - It is important to note that where the Pedestrian Entrance to Frankhauser would be, there are no sidewalks on that East side of Frankhauser from Sheridan leading up to the proposed Pedestrian Entrance, and then through the Frankhauser/Fairways intersection. The sidewalk does not begin until you are directly in front of my house at [redacted] – that is a long stretch where pedestrians would be forced to walk in the road to get to a sidewalk.
  - This means that pedestrians leaving the park and utilizing the proposed Pedestrian Entrance would be immediately put into an unsafe situation at the Frankhauser/Fairways intersection as there is nowhere for them to safely walk. The same safety concerns for pedestrians would also be true for people entering the park at that proposed location.
  - On a personal note, because pedestrians leaving the park would want to avoid the unsafe intersection, they would utilize my yard (directly adjacent to the proposed Pedestrian Entrance) as a cut through to get to Fairways Blvd. As I mentioned, I have two young children and we play in our yard on a daily basis – having strangers cutting through my yard and being in close proximity to my children, I believe, is also problematic and presents additional safety issues.

I respectfully ask you to remove the Pedestrian Entrance to Frankhauser from the Westwood Concept plan. Please reconsider the First Draft of the Westwood Concept as these and other questions should all be considered when looking at this possible Pedestrian Entrance to Frankhauser. If the plan were to move forward as proposed and a Pedestrian Entrance to Frankhauser placed where it is currently proposed, there will be far more burdens than benefits as a result of that pedestrian entrance. Thank you for your time and I appreciate you considering this request. Have a great day.

Peace and all good things,

Bill Vaughan, MAT, BCC
Vice President, Mission Integration

Attachment: COMMUNICATION ACP Pedestrian safety Vaughn redacted 20210503 (COM-2021-54 : ACP - Westwood Concept - Pedestrian

Mercy Hospital of Buffalo
565 Abbott Road
Buffalo, New York 14220
Office: (716) 828-2190
Cell: [redacted]
E-mail: [redacted]

Catholic Health
Mercy Hospital of Buffalo

In a bind? Use *CredibleMind*
24/7 Online Well-being and Mental Health Help

CONFIDENTIALITY NOTICE: This message is confidential, intended only for the named recipient(s) and may contain information that is privileged, or exempt from disclosure under applicable law.
If you are not the intended recipient(s), you are notified that the dissemination, distribution or copying of this message is strictly prohibited.
If you receive this message in error, or are not the named recipient(s), please notify the sender by reply e-mail, delete this e-mail from your computer, and destroy any copies in any form immediately.
Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.
This message and all contents may be reviewed by authorized parties of the Catholic Health System other than those named in the message header.

Attachment: COMMUNICATION ACP Pedestrian safety Vaughn redacted 20210503 (COM-2021-54 : ACP - Westwood Concept - Pedestrian

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Clerk
DOC ID: 23213

COMMUNICATION 2021-55 **REFERRED**

Process of selecting the members of the Amherst Agriculture and Farmland Protection Plan Advisory Committee

Email from Don Smith regarding the process of selecting the members of the Amherst Agriculture and Farmland Protection Plan Advisory Committee under NYS Contract Number: #AGM01-T00061GG-3000000.

5/03/2021
Referred to Planning and Town Attorney.

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

Cooper, Kathy

Subject: FW: Process of selecting the members of the Amherst Agriculture and Farmland Protection Plan Advisory Committee ubder NYS Contract Number: #AGM01-T00061GG-3000000

From: Don < >
Sent: Tuesday, April 27, 2021 3:25 PM
To: Spoth, Francina <fspoth@amherst.ny.us>; Kulpa, Brian J. <bkulpa@amherst.ny.us>; Bucki, Debbie <dbucki@amherst.ny.us>; Berger, Jacqualine <jberger@amherst.ny.us>; Lavin, Shawn A. <slavin@amherst.ny.us>; Szukala, Michael <mszukala@amherst.ny.us>; Cerra, Dawn <dcerra@amherst.ny.us>
Cc: Jeffrey Kehoe <jeffrey.kehoe@agriculture.ny.gov>
Subject: Process of selecting the members of the Amherst Agriculture and Farmland Protection Plan Advisory Committee ubder NYS Contract Number: #AGM01-T00061GG-3000000

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

To: Fran Spoth - Amherst Town Clerk:

Please place the following SEVEN QUESTIONS in the COMMUNICATIONS portion of the next Town Board Meeting on May 3, 2021.

Link: http://amherstny.iqm2.com/Citizens/Detail_Meeting.aspx?ID=3900

Farmland Protection and Agricultural Development Plan

**** Link:**
http://www.amherst.ny.us/content/projects.php?dept_id=dept_15&proj_id=proj_14&neworder=00

Q1: Who and when and how were the members of the ***Amherst Agriculture and Farmland Protection Plan Advisory Committee*** selected?

See document at ….
http://www.amherst.ny.us/pdf/planning/farmland/200527_200305_kickoff_meeting_summary.pdf

Attachment: Comm - Don Smith 5-3 (COM-2021-55 : Process of selecting the members of the Amherst Agriculture and Farmland Protection

Date of Meeting: March 5, 2020
Meeting Time: 7:00 PM
Meeting Location: North Amherst Fire Hall

Subject: Town of Amherst Agriculture and Farmland Protection Plan

Attendees:

☑	Robert Gilmour, Town Planning Bd.	☑	Elizabeth D'agostino, Amherst C
☑	Brian Kulpa, Town Supervisor	☑	Carrie Stiver, Bflo Niag Heritage
☑	Dan Howard, Town Planning. Dept.	☑	Sarah Gatti, ECDEP
☑	Don Spoth, Spoth Farms	☑	Roberta Rappoccio, Town Plann
☑	Rick Vilonen, Hi-Way Garden Ctr.		**Not in Attendance:**
☑	Mark Gaston, ECSWCD	☐	Cheryl Thayer, Cornell Coop. E
☑	Mike Badding, Jr., Badding Bros.	☐	Kevin LaLosk, 12 Gates Brewer
☑	Jon O'Rourke, Amherst IDA	☐	Howard Kadmus, Sweet Jenny's
☑	Julie Anne Yates, Village Coop		**Other Attendees:**
☑	Rachel Chrostowski, WNYLC		Ben Vilonen, Williamsville DPW
☑	Rick Gillert, Resident Advocate		Dan Spoth, Spoth Farms
☑	Kathleen McCormick, Cornell Coop. Ext		

►Were they selected by the TOA Supervisor and /or the Town Board? -or-
►Were they selected by the Planning Director Dan Howard? -or- |
►Were they selected by the Planning Board chairman Robert Gilmour? -or-
►Were they selected by the Contractor?

Q2: Why is there no public documentation on the selection the ***Amherst Agriculture and Farmland Protection Plan Advisory Committee?***

Q3: Why was there no public information for each of the scheduled meetings of the ***Amherst Agriculture and Farmland Protection Plan Advisory Committee*** posted on the official Amherst Town Clerk's Meeting Portal website for the public to view?

Q4: Why was the public not permitted to observe the Zoom videos of the ***Amherst Agriculture and Farmland Protection Plan Advisory Committee*** as they were occurring in real time?

Q5: Were the Zoom videos of the ***Amherst Agriculture and Farmland Protection Plan Advisory Committee*** as they were occurring in real time not subject to the New York State Open Meetings Law (https://www.dos.ny.gov/coog/openmeetinglawfaq.html)?

Q6: Given that the goal of the ***Amherst Agriculture and Farmland Protection Plan Advisory Committee*** is the " … protection, zoning and land use decisions",

"Opening remarks ***were provided by Supervisor Kulpa***. "

Attachment: Comm - Don Smith 5-3 (COM-2021-55 : Process of selecting the members of the Amherst Agriculture and Farmland Protection

"He stated that the goal of the AmherstTown Board was to foster a better, more profitable, more sustainable agriculturaldistrict/community. He is hoping to see agricultural land that is currently vacant return to activeproduction; identify ways the Town and the Amherst IDA can play an active role in spurring economic development in and around the agricultural community, which starts ***with protection, zoning and land use decisions.***"

See document at ….
http://www.amherst.ny.us/pdf/planning/farmland/200527_200305_kickoff_meeting_summary.pdf

Q7: Does ***conract AGM01-T00061GG-3000000*** between the New York State Department of Agriculture and Marketing and the Town of Amherst allow the public to use the FOIL process for any of the documents that were produced relatiing to the selection of the members of the ***Amherst Agriculture and Farmland Protection Plan Advisory Committee?***

Contract Number: #AGM01-T00061GG-3000000
Page 18 of 25,Master Contract for Grants - Standard Terms and Conditions (August 2014)

"E. Records and Audits:

1. ***General***:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records). "

See Town Boad Resolution RES-2020-784

http://amherstny.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=3757&MediaPosition=&ID=22343&CssClass=

Locate contract AGM01-T00061GG-3000000 by clicking on the link labelled "Contract Documents located under ***Attachments***

Thank you,

Don Smith

"

Attachment: Comm - Don Smith 5-3 (COM-2021-55 : Process of selecting the members of the Amherst Agriculture and Farmland Protection

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Clerk
DOC ID: 23232

COMMUNICATION 2021-56 **REFERRED**

New York State Department of Transportation - Designation of Restricted Highway

Please see attached letter from the NYS DOT.

5/03/2021
Referred to Planning, Traffic Safety, Highway, Police, and Town Attorney.

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

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESIGNATION OF RESTRICTED HIGHWAY

Pursuant to Section 104a of the Highway Law the following described highway:

I- 290 EB and WB from I-90 to I-190. Project will also include all on and off ramps within the previously mentioned limits.

Which is being reconstructed under Contract No. D264440 is hereby designated as a Restricted Highway. Designation of Restricted Highway shall expire on December 30, 2022.

Pursuant to Section 1625 of the Vehicle and Traffic Law all movement of vehicles, persons or animals on such highway is hereby restricted and regulated in accordance with the determination of the Commissioner of Transportation as evidenced by posted signs, signals or barriers placed along said highway and/or by direction by an authorized representative of the Commissioner of Transportation.

Any action taken by the Commissioner of Transportation pursuant to Section 1625 of the Vehicle and Traffic Law shall supersede any other provisions of the Vehicle and Traffic Law where inconsistent or in conflict with respect to the following enumerated subjects:

1. Establishment of maximum and minimum speed limits at which vehicles may proceed along any such restricted highway.
2. Weights and dimensions of vehicles.
3. Use of such restricted highway by pedestrians, equestrians, and animals.
4. Parking, standing, stopping and backing of vehicles.
5. Control of persons and equipment engaged in work on such highway.

The provisions of the Vehicle and Traffic Law with respect to registration shall not apply to vehicles and equipment engaged in work on such restricted highways.

When used on such restricted highways, all traffic control devices shall be considered as official traffic control devices and shall conform to the manual and specifications for a uniform system of traffic control devices adopted by the Department of Transportation.

Marie Therese Dominguez
Commissioner

Original Signed by Frank P. Cirillo
BY:_____
FRANK P. CIRILLO, SR/WA
Regional Director, Region 5
New York State Department of Transportation
100 Seneca Street
Buffalo, New York 14203

April 21, 2021
_____
Date

County Clerk: Erie ✓
Town Clerk: Amherst & Tonawanda
Contractor: McLaughlin Construction Corporation
Engineer-in-Charge: Daryl Nolan.
Regional Construction Engineer: Daniel W. Paskie, P.E.
Regional Permit Engineer: John Billittier
Regional Traffic Engineer: Michael Roche
Contracts & Estimates Engineer: Karen Beller
New York State Department of State (4 copies required)
New York State Police, Troop A
Residency: Nickolas Kinderman, North Erie County Residency

Attachment: DOC042821-04282021140139 (COM-2021-56 : New York State Department of Transportation - Designation of Restricted Highway)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Clerk
DOC ID: 23179

COMMUNICATION 2021-57

REFERRED

Notice of Claim: Dawn Yensan Vs. Town of Amherst

5/03/2021
Referred to Town Attorney.

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

Dawn Yensan
62 Hamilton Drive
Amherst, NY 14226
[redacted]

April 15, 2021

Town of Amherst Attorney
Town Clerk
5583 Main Street
Amherst, New York 14221

Attn: Town of Amherst Attorney

I am a long-time resident of the town and have been living at 62 Hamilton Drive for over 15 years. During that time there have been many problems with the town trees in front of my house at 62 Hamilton Drive. There have been many times where tree limbs have fallen on our property and hit our cars. We have contacted the Highway department in the past to trim the trees and they have but it seems that it is never enough and more branches end up falling during every wind storm. On Friday March 26th there was a windstorm that caused a large limb to fall from a town tree in front of my house onto my vehicle parked in our driveway. This caused over $5,500 worth of damage to my Nissan Rough 2017 SUV license plate number CLW-6369. The entire back window was blown out and the framing within the vehicle had damage resulting in the entire replacement of the hatch along with dent repair and paint job.

If you need more information, we do have video proof from our doorbell camera that shows the limb break off, sit in the tree for 2 minutes and then get thrown at my car from a huge gust of wind. This incident occurred at approx. 11:15 am and I discovered it around noon when I went to use my car. Fortunately I wasn't walking around the back of my car at that time or it would have taken my head off. My husband Ken Yensan filed a formal complaint to Paul Anderson of the Highway Department on 4/13/21 over the phone so you should already be aware of the situation.

I did contact my insurance company and they did cover all but the $200 comprehensive deductible. I was left without a car for almost 2 weeks which was also problem at times. I have included a copy of the repairs that were completed. I would like to file a claim in the total of $200 to cover the deductible I had to pay due to a town tree that resides on town property.

APR20'21 PM 2:22 RCVD

Sincerely,

Dawn Yensan

KIM B. LOPEZ
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 8/2/21

Dawn Yensan

APR20'

Attachment: DOC042021-04202021150905 (COM-2021-57 : NOC: Yensan Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23217 **RESOLUTION 2021-411** **ADOPTED**

PIP 3087 - Preserve @ Glen Meadow Drive - Sanitary

Attached please find an application for a Sanitary Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $15,247.90.

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 $14,173.90 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 $924.00 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. 3087.

5/03/2021
Consent

FINANCIAL IMPACT:

$14,173.90

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

Date 04-23-2021 20

TO THE HONORABLE TOWN BOARD:

Gentlemen: ***Town of Amherst, Erie County, N.Y.***

Application is Hereby Made for Permission to Construct

	Public	Private
Pavement and Curbs	☐	☐
Water Line	☐	☐
Sanitary Sewer	☑	☐
Storm Sewer	☐	☐
Backyard Drainage	☐	☐

Estimated Cost of Improvement $ 141,735

DESCRIPTION OF PROPOSED PUBLIC/PRIVATE IMPROVEMENT

Subdivision Name, Street Name(s), The Preserve at Glen Meadow; Glen Meadow Drive; Glen Meadow Drive S

Quantity, Description and Location of Improvement: **Town of Amherst Job** 2020.03

1848 LF 8" SDR-35

10 Manholes; 1 Dog House Manhole

Wyes; Stone

Supporting Data:

Consulting Engineer's Name Carmina Wood Morris, DPE

Contractor's Name Cimato Bros. Construction Phone (716) 688-3536

Contractor's Address 9220 Transit Rd., East Amherst 14051

Maintenance (2 yr.) bond by M&T Securities

This application must be submitted in quadruplicate along with 4 copies of construction drawings 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 from this permit and cost of inspection shall be covered by separate checks made payable to the Town of Amherst at amounts set forth by the Town Board. The inspection fee is to cover all work under this permit and shall be at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvement at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is 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 a permit is granted he/she will comply with the terms thereof, the Laws off 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/she 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 Construction	$14,173.90
VIDEO INSPECTION SANITARY		$924.00
$0.50/Linear Foot		
TOTAL FEE		$15,247.90

Owner Sign Here

Robert Savarino, Authorized Representative
Please Print Name

8940 Main Street, Clarence, NY
Address

14031 Phone (716) 908-8322
Zip

Subscribed and sworn to before me this 23rd day of April 20 21

Michelle Lynn Wand
Notary Public, Erie County, New York

No. 01WA6275111 Exp. 1/14/2025

I do certify that I have examined the foregoing petition and Survey Sketch and certify that they conform to Ordinances of the Town of Amherst.

Town Engineer

Receipt is hereby acknowledged of the sum of $ ..... , being the required fees established by the Town Board of the Town of Amherst, N.Y.

Town Clerk

Public/Private Improvement Permit No. 3087

Attachment: PIP 3087 (RES-2021-411 : PIP 3087 - Preserve @ Glen Meadow Drive - Sanitary)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23218 **RESOLUTION 2021-412** **ADOPTED**

PIP 3088 - Preserve @ Glen Meadow Drive - Waterline

Attached please find an application for a Waterline Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $14,104.90.

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 $13,954.90, 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. 3088.

5/03/2021
Consent

FINANCIAL IMPACT:

$14,104.90

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

Date 04-23-2021 20

TO THE HONORABLE TOWN BOARD:

Gentlemen: ***Town of Amherst, Erie County, N.Y.***

Application is Hereby Made for Permission to Construct

	Public	Private
Pavement and Curbs	☐	☐
Water Line	☑	☐
Sanitary Sewer	☐	☐
Storm Sewer	☐	☐
Backyard Drainage	☐	☐

Estimated Cost of Improvement $ 139,549

DESCRIPTION OF PROPOSED PUBLIC/PRIVATE IMPROVEMENT

Subdivision Name, Street Name(s), The Preserve at Glen Meadow; Glen Meadow Drive; Glen Meadow Drive S.

Quantity, Description and Location of Improvement: **Town of Amherst Job** 2020.013

1115 LF C-900; 170 LF 8" DP

4 Hydrants

Bends; Joint Restraints; Bedding

Supporting Data:

Consulting Engineer's Name Carmina Wood Morris, DPE

Contractor's Name Cimato Bros. Construction Phone (716) 688-3536

Contractor's Address 9220 Transit Rd., East Amherst 14051

Maintenance (2 yr.) bond by M&T Securities

This application must be submitted in quadruplicate along with 4 copies of construction drawings 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 from this permit and cost of inspection shall be covered by separate checks made payable to the Town of Amherst at amounts set forth by the Town Board. The inspection fee is to cover all work under this permit and shall be at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvement at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is 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 a permit is granted he/she will comply with the terms thereof, the Laws off 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/she 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 Construction	$13,954.90
VIDEO INSPECTION SANITARY		
$0.50/Linear Foot		
TOTAL FEE		$14,104.90

Owner Sign Here

Robert Savarino, Authorized Representative

Please Print Name

8940 Main Street, Clarence, NY

Address

14031 Zip Phone (716) 908-8322

Subscribed and sworn to before me this 23rd day of April 20 21

Michelle Lynn Ward

Notary Public, Erie County, New York

NO. 01WA6275111 Exp. 1/14/2024

I do certify that I have examined the foregoing petition and Survey Sketch and certify that they conform to Ordinances of the Town of Amherst.

Town Engineer

Receipt is hereby acknowledged of the sum of $, being the required fees established by the Town Board of the Town of Amherst, N.Y.

Town Clerk

Public/Private Improvement Permit No. 3088

Attachment: PIP 3088 (RES-2021-412 : PIP 3088 - Preserve @ Glen Meadow Drive - Waterline)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23219 **RESOLUTION 2021-413** **ADOPTED**

PIP 3089 - Preserve @ Glen Meadow Drive - Storm Sewer

Attached please find an application for a Storm Sewer Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $19,813.60.

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 $19,663.60 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. 3089.

5/03/2021
Consent

FINANCIAL IMPACT:

$19,813.60

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

Date 04-23-2021 20

TO THE HONORABLE TOWN BOARD:

Gentlemen: ***Town of Amherst, Erie County, N.Y.***

Application is Hereby Made for Permission to Construct

	Public	Private
Pavement and Curbs	☐	☐
Water Line	☐	☐
Sanitary Sewer	☐	☐
Storm Sewer	☑	☐
Backyard Drainage	☐	☐

Estimated Cost of Improvement $ 196,636

DESCRIPTION OF PROPOSED PUBLIC/PRIVATE IMPROVEMENT

Subdivision Name, Street Name(s), The Preserve at Glen Meadow; Glen Meadow Drive; Glen Meadow Drive S.

Quantity, Description and Location of Improvement: Town of Amherst Job 2020.013

1753 LF 8" HDPE

407 LF 12" HDPE

246 LF 18" HDPE

11 Road Receivers; Ret. Ponds

Supporting Data:

Consulting Engineer's Name Carmina Wood Morris, DPE

Contractor's Name Cimato Bros. Construction Phone (716) 688-3536

Contractor's Address 9220 Transit Rd., East Amherst 14051

Maintenance (2 yr.) bond by M&T Securities

This application must be submitted in quadruplicate along with 4 copies of construction drawings 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 from this permit and cost of inspection shall be covered by separate checks made payable to the Town of Amherst at amounts set forth by the Town Board. The inspection fee is to cover all work under this permit and shall be at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvement at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is 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 a permit is granted he/she will comply with the terms thereof, the Laws off 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/she 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 Construction	$19,663.60
VIDEO INSPECTION SANITARY		
$0.50/Linear Foot		
TOTAL FEE		$19,813.60

Owner Sign Here

Robert Savarino, Authorized Representative
Please Print Name

8940 Main Street, Clarence, NY
Address

14031 Zip Phone (716) 908-8322

Subscribed and sworn to before me this 23rd day of April 20 21

Michelle Lynn Ward
Notary Public, Erie County, New York

No. 01WA6275111 Exp. 1/14/2025

I do certify that I have examined the foregoing petition and Survey Sketch and certify that they conform to Ordinances of the Town of Amherst.

Town Engineer

Receipt is hereby acknowledged of the sum of $, being the required fees established by the Town Board of the Town of Amherst, N.Y.

Town Clerk

Public/Private Improvement Permit No. 3089

Attachment: PIP 3089 (RES-2021-413 : PIP 3089 - Preserve @ Glen Meadow Drive - Storm Sewer)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23221 **RESOLUTION 2021-414** **ADOPTED**

PIP 3090 - Preserve @ Glen Meadow Drive - 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 $47,743.90.

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 $47,593.90 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. 3090.

5/03/2021
Consent

FINANCIAL IMPACT:

$47,743.90

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

Date 04-23-2021 20

TO THE HONORABLE TOWN BOARD:

Gentlemen: ***Town of Amherst, Erie County, N.Y.***

Application is Hereby Made for Permission to Construct

	Public	Private
Pavement and Curbs	☑	☐
Water Line	☐	☐
Sanitary Sewer	☐	☐
Storm Sewer	☐	☐
Backyard Drainage	☐	☐

Estimated Cost of Improvement $ 475,939

DESCRIPTION OF PROPOSED PUBLIC/PRIVATE IMPROVEMENT

Subdivision Name, Street Name(s), The Preserve at Glen Meadow; Glen Meadow Drive; Glen Meadow Drive S.

Quantity, Description and Location of Improvement: Town of Amherst Job 2020: 013

2610 LF of 2"-0" Gutter Curb with Pavement

Supporting Data:

Consulting Engineer's Name Carmina Wood Morris, DPE

Contractor's Name Cimato Bros. Construction Phone (716) 688-3536

Contractor's Address 9220 Transit Rd., East Amherst 14051

Maintenance (2 yr.) bond by M&T Securities

This application must be submitted in quadruplicate along with 4 copies of construction drawings 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 from this permit and cost of inspection shall be covered by separate checks made payable to the Town of Amherst at amounts set forth by the Town Board. The inspection fee is to cover all work under this permit and shall be at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvement at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is 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 a permit is granted he/she will comply with the terms thereof, the Laws off 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/she 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 Construction	$47,593.90
VIDEO INSPECTION SANITARY		
$0.50/Linear Foot		
TOTAL FEE		$47,743.90

Owner Sign Here

Robert Savarino, Authorized Representative
Please Print Name

8940 Main Street, Clarence, NY
Address

14031 Zip Phone (716) 908-8322

Subscribed and sworn to before me this 23rd day of April 20 21

Notary Public, Erie County, New York

No. 01WA6275111 Exp. 1/14/2023

I do certify that I have examined the foregoing petition and Survey Sketch and certify that they conform to Ordinances of the Town of Amherst.

Town Engineer

Receipt is hereby acknowledged of the sum of $ ....., being the required fees established by the Town Board of the Town of Amherst, N.Y.

Town Clerk

Public/Private Improvement Permit No. 3090

Attachment: PIP 3090 (RES-2021-414 : PIP 3090 - Preserve @ Glen Meadow Drive - Paving & Curbing)

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 23238 **RESOLUTION 2021-415** **ADOPTED AS AMENDED**

Furniture Purchase for the Municipal Building Council Chambers

Suspension to Town Board Agenda Item May 3, 2021

TO: **Amherst Town Board**

FROM: **Mark Berke, Commissioner of Building**

DATE: **May 3, 2021**

RE: **Furniture purchase for the Municipal Building Council Chambers**

Request to authorize the transfer of funds from A1620.4220 in the amount of $4,648.72, and A1620.2150 in the amount of $7612.58 to A1620.2100 for a total of $12,261.30. These funds are needed for the Council Chambers furniture purchase at the Amherst Municipal Building.

Request to approve the contract for the purchase of furniture, CRS 2575, pending successful completion of the contract routing process.

5/03/2021

A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin. A motion was then made by Councilmember Bucki to amend to add more detail via attachments to this resolution, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

FINANCIAL IMPACT:

A1620.2100 for $12,261.30

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

EATON OFFICE SUPPLY CO INC
180 JOHN GLENN DR
AMHERST, NY 14228-2228

Quote Name:	Town of Amherst - Mark Berke	**Quote Number:**	SQGHI001982-1
Created By:	Fay Schreiner	**Created Date:**	3/17/2021
Comments:		**Last Modified Date:**	3/25/2021
		Total Units:	41

Customer / Contact Information | **Shipping Information**

Line #	Qty	Tags	Item			T
001	1		inside delivery/assembly	Sell Price	$800.00	$80

Line #	Qty	Tags	Item			T
002	30		HMN2.F.H.PS.SD.CU24.PLAT	Sell Price	$223.37	$6,70
			MOTIVATE NEST/STACK CHAIR-FLEX BCK-UPH SEAT	Discount	60.95%	
				List Price	$572.00	$17,16

ARM:	Arm: Fixed Arm
GLIDE/CAST:	Hard
BACK:	Plastic Shell
SHELL:	COLOR: Shadow
FABRIC:	Gr 1 UPH
FABRIC_Selection:	Centurion--COLOR: Morel
FRAME:	FRAME: Platinum Metallic

Line #	Qty	Tags	Item			T
003	10		HMVR-2460G-NS.N.C.C.C.PLAT	Sell Price	$476.02	$4,76
			MOTIVATE RECT TABLE	Discount	60.95%	
				List Price	$1,219.00	$12,19

GROMMET:	No Grommets
LAMINATE:	Grd L1 Standard Laminates
LAMINATE_Selection:	Harvest
EDGE:	Harvest
CASTER:	Caster
PAINT:	P1 Paint Opts
PAINT_Selection:	Platinum Textured

Total Sell Price: **$12,26**

Submitted By:	
Accepted By:	
Date:	

Attachment: SQGHI001982_1 (1) (RES-2021-415 : Furniture Purchase for the Municipal Building Council Chambers)

Attachment: HON-Motivate-

Attachment: MVRLoop1 (RES-2021-415 : Furniture Purchase for the Municipal Building

16.1.d

Attachment:

Packet Pg. 733

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

Francina J. Spoth
Town Clerk

Meeting: 05/03/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 23239 **RESOLUTION 2021-416** **ADOPTED**

Bid 2021004 Food Service Products

Suspension to Town Board Agenda Item May 3, 2021

TO: **Amherst Town Board**
FROM: **Lynda L. Juul, Director of Finance**
DATE: **May 3, 2021**
RE: **Bid 2021004 Food Service Products**

WHEREAS, the Contract Compliance and Administration Department received proposals on March 11, 2021 for Bid #2021004 Food Service Products (Paper/Plastic/Polystyrene); and

WHEREAS, the Bid process resulted in responses from five (5) vendors, as well as a letter from NYS Industries for the Disabled, Inc. (NYSID, a NYS Preferred Vendor), as per the attached bid tabulation; and

WHEREAS, items available through Preferred Source must be purchased through that source in lieu of purchasing from the awarded vendor, as per NYS Finance Law §162

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Regional Distributors, Inc. and authorizes the Supervisor to sign the contract with Regional Distributors, Inc.; and

BE IT FURTHER RESOLVED, departments purchasing off this contract must purchase any items available through preferred source from that vendor prior to using the Food Service Products contract; and

BE IT FURTHER RESOLVED, this authorization is subject to successful completion of the contract routing process, as the prior contract expired on April 9, 2021, and departments are in need of product as soon as possible under the new contract.

5/03/2021
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

Town of Amherst
Bid #2021004 Food Service Products (Paper/Plastic/Polystyrene)

			Vendor:	Sysco Foods			WB Mason			Regional Distributors			Hepro US, Inc.			Dobmeier Janitorial Supply			NYSID		
Item #	Usage	Quantity		Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual
			FOAM PRODUCTS																		
1	24 Cases	1000/Case	Foam bowl – 8 oz. Dart DRT8B20 or equiv.	No Bid	No Bid	No Bid	DCC8B20	$56.92	$1,366.08	Dart 8B20-1000/CS	$44.74	$1,073.76		No Bid		Dart DA8SJ20 1000/CS	$49.86	$1,196.64			
2	24 Cases	1000/Case	Lid (foam bowl) – 8 oz. Dart DRT20JL or equiv.	No Bid	No Bid	No Bid	DCC20JC	$38.11	$914.64	Dart 20JL-1000/CS	$25.89	$621.36		No Bid		DA20LJ 1000/CS	$28.61	$686.64			
3	7 Cases	500/Case	Foam bowl – 12 oz. Dart DRT12B32 or equiv.	No Bid	No Bid	No Bid	DCC12B32	$66.87	$468.09	Dart 12B32-1000/CS	$54.37	$190.30		No Bid		DA12SJ20 500/CS	$32.01	$224.07			
4	7 Cases	1000/Case	Lid (foam bowl) – 12 oz. Dart DRT32JL or equiv.	No Bid	No Bid	No Bid	DCC32JL - 500	$28.32	$396.48	Dart 32JL 500/CS	$19.37	$271.18		No Bid		DA20JL-1000	$28.61	$200.27			
5	8 Cases	1250/Case	Foam bowl w/lip – 5 oz. Dart 5BWWC or equiv.	No Bid	No Bid	No Bid	DCC5BWWCR	$32.39	$259.12	Dart 5BWWC-1000/CS	$17.94	$179.40		No Bid		No Bid	No Bid				
6	9 Cases	1000/Case	Foam bowl w/lip – 12 oz. Genpak 82100 or equiv.	No Bid	No Bid	No Bid	SGV4665120	$21.25	$191.25	Genpak 82100-1000/CS	$18.98	$170.82		No Bid		No Bid	No Bid				
7	17 Cases	1000/Case	Squat cup – 6 oz. Dart DRT6SJ12 or equiv.	No Bid	No Bid	No Bid	DCC6SJ12	$70.17	$1,192.89	Dart SJ12-1000/CS	$35.36	$601.12		No Bid		DA6B12 - 1000	$42.33	$719.61			
8	17 Cases	1000/Case	Lid (squat cup) – 6 oz. Dart DRT12JL or equiv.	No Bid	No Bid	No Bid	DCC12JL	$29.28	$497.76	Dart 12JL 1000/CS	$19.52	$331.84		No Bid		DA12CLR - 1000	$46.26	$786.42			
9	13 Cases	1000/Case	Foam plate – 6" Genpak GEN80600 or equiv.	8396741/1000	$40.70	$529.10	DCC6PWCR-1000	$27.93	$363.09	Genpak 80600 1000/CS	$16.49	$214.37		No Bid		DA6PWCR-1000	$19.11	$248.43			
10	17 Cases	500/Case	Foam plate – 9" Genpack GEN80500 or equiv.	500/1482896	$28.44	$483.48	GNP80900 500/CS	$21.65	$368.05	Genpak 80900 1000/CS	$16.49	$140.17		No Bid		PCT0TH10009-1000	$20.09	$170.77			
11	16 Cases	1000/Case	Coffee cup – 8 oz.	4088829/1000	$21.04	$336.64	DCC8J8	$30.17	$482.72	Dart 8J8 1000/CS	$23.81	$380.96	20 Sleeves x 50 cups = 1000/CS	$32.99	$527.84	DA8J8 1000	$22.74	$363.84			
12	16 Cases	1000/Case	Lid (coffee cup) – 8 oz.	5631999/1000	$17.00	$272.00	DCC8J1	$24.27	$388.32	Dart 8FTL 1000/CS	$17.31	$276.96		No Bid		DA8JL-1000	$16.00	$256.00			
13	5 Cases	1000/Case	Coffee cup – 12 oz.	1996117/1000	$58.44	$292.20	DCC12J16	$57.78	$288.90	Dart 12L16 1000/CS	$38.55	$192.75		No Bid		DA12J12 -1000	$36.84	$184.20	B294 1000/CS	$41.77	$208.85
14	5 Cases	1000/Case	Lid (coffee cup) – 12 oz.	No Bid	No Bid	No Bid	DCC16FTL	$30.21	$151.05	Dart 16FTL 1000/CS	$24.12	$120.60		No Bid		DA12JL-1000	$23.89	$119.45			
			TOTAL - FOAM PRODUCTS			$1,913.42			$7,328.44			$4,765.58			$527.84			$5,156.34			$208.85
15			Any additional Foam products which are not mentioned above. For such items we ask that a percentage from manufacturer's documented list price be charged. List Price Minus %		15.00%			Discounted Catalog Applied			35.00%			No Bid			28.00%			No Bid	
			PLASTIC PRODUCTS																		
16	36 Cases	2500/Case	Cup (clear) – 5.5 oz.	70646151/2000	$107.64	$4,843.80	CSWPC5C25100	$32.06	$1,154.16	Fabrikal PC550-2500/CS	$39.95	$1,438.20		No Bid		DA550PL - 2500	$77.97	$2,806.92			
17	36 Cases	2500/Case	Lid (clear cup) – 5.5 oz.	7794656/2500	$92.29	$3,322.44	CSWLPCL25100	$46.98	$1,691.28	Fabrikal XL345PC 2500/CS	$26.92	$969.12		No Bid		DAPL4N-2500	$37.58	$1,352.70			
18	2 Cases	2500/Case	Plastic water cup – 5.5 oz.Fabri-Kal PC550 or equiv.	0693747/2500	$41.35	$82.70	CSWC50ZCPP2500	$32.06	$64.12	Fabrikal PC550 2500/CS	$39.95	$79.90		No Bid		BWKTRANSCUPS 2500	$34.45	$68.90			
19	3 Cases	2500/Case	Plastic water cup – 7 oz.Fqbri-Kal RK7 or equiv.	5894227/1000	$77.64	$582.30	BWKTRANSCUP7CT	$46.98	$140.94	Dart Y7 2500/CS	$39.95	$119.85		No Bid		BWKTRANSCUP7 2500	$43.63	$130.89			
20	5 Cases	500/Case	Tumbler (punch cup) – 5 oz. 405-c1 or eqiv.	1635481/1000	$75.50	$188.75	BWKTRANSCUP5CT	$36.75	$183.75	Fineline 405 CL 500/CS	$33.92	$169.60		No Bid		WNAT5S-1000	$105.29	$263.23			
21	2 Cases	250/Case	Combo frozen container – 24 oz. td40024 or equiv.	2726883/150	$56.25	$187.50		NO BID		Tripak TD40024 240/CS	$41.47	$86.40		No Bid		No Bid	No Bid				
22	6 Cases	2500/Case	9 oz. plastic cold cups (weight 33.3) Dart Y9 or equiv.	0693770/2500	$37.91	$227.46	BWKTRASCUP7CT	$65.41	$392.46	Dart Y9 2500/CS	$48.97	$293.82		No Bid		BWKTRANSCUP9CT 2500	$46.50	$279.00			
23	10 Cases	2500/Case	7 oz. plastic cold cups (weight 23.5) Dart Y7 or equiv.	5894227/1000	$77.64	$1,941.00	BWKTRANSCUP7CT	$57.79	$577.90	Dart Y7 2500/CS	$39.95	$399.50		No Bid		BWKTRANSCUP7CT-2500	$42.18	$421.75			
24	6 Cases	2500/Case	5 oz. plastic cold cups (weight 20) Dart Y5 or equiv.	0693747/2500	$41.35	$248.10	BWKTRANSCUP5C7	$52.85	$317.10	Dart Y5 2500/CS	$32.15	$192.90		No Bid		BWKTRANSCUP5CT-2500	$34.75	$208.50			
25	15 Cases	1000/Case	White plastic spoons Crystalware TSPPWP1000 or equiv.	1161821/1000	$17.76	$266.40	CSWTSPPWP1000	$7.43	$111.45	Crystalware TSPPWP 1000 1000/CS	$5.95	$89.25	1000/CS	$7.99	$119.85	PSSPOON-1000	$7.25	$108.75	B2922 1000/cs	$19.26	$288.90
26	15 Cases	1000/Case	White plastic forks Crystalware FPPWP1000 or equiv.	1155730/1000	$15.70	$235.50	CSWFPPWP1000	$7.43	$111.45	Crystalware FPPwP1000 1000/CS	$5.95	$89.25	1000/CS	$7.99	$119.85	PSFork 1000	$7.25	$108.75	B2921 1000/CS	$19.00	$285.00

Attachment: SUSPENSION Item Attachment Bid Tab 20210503 (RES-2021-416 : Bid 2021004 Food Service Products 20210503 (RES-2021-416 : Bid 2021004 Food Service

Bid #2021004 Food Service Products (Paper/Plastic/Polystyrene)

			Vendor:	Sysco Foods			WB Mason			Regional Distributors			Hepro US, Inc.			Dobmeier Janitorial Supply			NYSID		
Item #	Usage	Quantity		Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual
27	10 Cases	1000/Case	White plastic knives Crystalware KNPPWP1000 or equiv.	1155769/1000	$17.18	$171.80	CSWKNPPWP 1000	$7.43	$74.30	Crystalware KNPPWP1000 1000/CS	$5.95	$59.50	1000/CS	$7.99	$79.90	PSKnife-1000	$7.25	$72.50	B2420 1000/CS	$19.24	$192.40
			TOTAL - PLASTIC PRODUCTS			$12,297.75			$4,818.91			$3,987.29			$319.60			$5,821.89			$766.30
28			Any additional Plastic products which are not mentioned above. For such items we ask that a percentage from manufacturer's documented list price be charged. List Price minus %		15.00%			Discounted Catalog Applied			35.00%						28.00%			No Bid	
			PAPER PRODUCTS																		
29	10 Cases	1200/Case	9" paper plates AJM PP9GRAWH or equiv.	4767960/500	$64.31	$1,543.44	AJMPP9GREW H	$26.43	$264.30	AJMPP9GRAW H-1 1200/CS	$20.95	$209.50	9g DHG Brand 1200/CS	$34.99	$349.90	AMJPackaging 7619-1000	$21.55	$258.60			
30	20 Cases	1000/Case	6" paper plates AJM PP6GREWH or equiv.	4755497/1000	$56.79	$1,135.80	SGV421278	$15.81	$316.20	AJMPP6GREW H-100/CS	$11.76	$235.20	1000/CS	$16.99	$339.80	AMJ Packaging 7616-1000	$15.55	$311.00			
31	10 Cases	1000/Case	12 oz. paper bowls Primeware BL-12 or equiv.	3303114/1000	$95.96	$959.60	BKWBWCMPS 12WH	$46.71	$467.10	Primeware BL-12-1000/CS	$48.89	$488.90		No Bid		Dart DA12BWW 1000	$21.88	$218.80			
32	9 Cases	6000/Case	¼ fold 1-ply lunch napkins Kruger 07401 or equiv.	5084850/6000	$56.12	$505.08	BWK8310	$42.34	$381.06	Kruger 7401-6000/CS	$25.74	$231.66		No Bid		NP-LN6000 - 6000	$24.50	$220.48			
33	2 Cases	30/Case	2-ply paper towels, 85 sheets/roll Kruger 01702 or equiv.	2150787/30/84 ct	$28.14	$56.28	MRC06350	$28.71	$57.42	Kruger 01702 30RE/CS	$15.88	$31.76		No Bid		MAR0635-30	$18.90	$37.80	04420 30/CS	$26.09	$52.18
34	1 Case	30/Case	Tissues, 100 sheets/box Crystalware T100VAP or equiv.	5778277/30/100	$27.12	$27.12	BWK6500	$24.50	$24.50	Crystalware T100VAP 30-100's/CS	$12.78	$12.78		No Bid		NP-5701-30	$14.35	$14.35			
35	1 Case	5000/Case	1 oz. paper portion cups Genpak F100 or equiv.	7930985/2500	$33.11	$66.22	SCC075	$60.74	$60.74	Genpak F100 5000/CS	$49.96	$49.96		No Bid		DA100PC-2500	$34.25	$68.50			
36	1 Case	5000/Case	4.5 oz. paper cone cups Genpak W4F or equiv.	9289711/5000	$84.24	$84.24	KC145KR	$66.68	$66.68	Solo 4BR-2050 5000/CS	$59.73	$59.73		No Bid		KC145KBR-5000	$61.00	$61.00			
37	2 Cases	1000/Case	8 oz. paper hot cups Solo 378W-2050 or equiv.	1995705/1000	$74.11	$148.22	PME75000232	$39.99	$79.98	Solo 378W-2050 1000/CS	$35.95	$71.90		No Bid		DXE 2338Path 1000	$58.80	$117.60			
			TOTAL - PAPER PRODUCTS			$4,526.00			$1,717.98			$1,391.39			$689.70			$1,308.13			$52.18
38			Any additional Paper products which are not mentioned above. For such items we ask that a percentage from manufacturer's documented list price be charged. List Price minus %		15.00%			Discounted Catalog Applied			35.00%						28.00%			No Bid	
			MISCELLANEOUS PRODUCTS																		
39	40 Cases	6/Case	Disinfecting wipes, 8x7, 75/container Monk 6 0600803001 or equiv.	7133511 24/50 ct	$79.08	$1,186.20	GA000172 EA	$1.85	$444.00	Monk 0600803001 6-80's/CS	$24.96	$936.00		No Bid		BWK354-W75 6x75	$20.76	$830.40	D4430 6 Containers 160/Container	$61.02	$1,144.13
40	6	Per Roll	12" aluminum foil, 1000-foot roll Crystalware F1200SD or equiv.	6937734	$44.08	$264.48	UFS111	$31.05	$186.30	Crystalware F12000SD Roll	$19.98	$119.88		No Bid		BWK7110-2000'	$19.00	$57.00			
41	6	Per Roll	12" plastic wrap, 1000-foot roll Anchor 7301234 or equiv.	7435191 2000 Ft	$19.97	$59.91	1BSFSW1202K	$10.13	$60.78	Anchor CF122 7303222 2000'Roll	$9.98	$29.94		No Bid		BWK7202 2000'	$11.35	$34.05			
42	6	Per Roll	12" wax paper, 750-foot roll Papercon 1 053612 or equiv.	1538195	$113.68	$682.08	DXE110PONYR OLL	$27.86	$167.16	Papercon 053612 750' /Roll	$25.98	$155.88		No Bid		DXE110Ponyroll 750'	$27.95	$167.70			
43	3 Cases	500/Case	Quart storage bags (1.75 mil) – clear plastic zipper seal Elkay F20708Q or equiv.	7863540/500	$38.63	$115.89	BWKQUARTBA C	$22.44	$67.32	Elkay F20708Q 500/CS	$14.29	$42.87		No Bid		CZZP-7X8-500	$12.55	$37.65			
44	6 Cases	250/Case	Gallon storage bags (1.75 mil) - clear plastic zipper seal Elkay F21012G or equiv.	7863634/250	$44.62	$267.72	BWK1GALBAG	$25.45	$152.70	Elkay F21012G 250/CS	$14.29	$85.74		No Bid		No Bid	No Bid				
45	1 Case	2000/Case	Sandwich bags (1.15 mil) – clear plastic zipper seal Elkay HD07 or equiv.	7863890/2000	$24.97	$24.97	BWKSANDWIC HBAG	$12.42	$12.42	Elkay HD07 2000/CS	$11.20	$11.20		No Bid		CZZP-Sandwich-500	$7.62	$30.48			
46	2 Cases	10,000/Case	Food service stretch poly gloves – clear, large, polyethylene Elara FPE213 or equiv.	1522752/10/100 ct	$33.68	$673.60	AKRHD903500	$3.20	$128.00	Elara FPE213 1000/CS	$57.98	$115.96	DHG Brand Large 1000/CS	$24.99	$499.80	No Bid	No Bid				
47	2 Cases	200/Case	3 Compartment Foil Takeout Container w/lid HFA 2045-35-250WL or equiv.	8015996/200	$74.36	$148.72	PCTY139TP	$87.62	$175.24	HFA 2045-35-250WL 250/CS	$43.94	$70.30		No Bid		No Bid	No Bid				

Attachment: SUSPENSION Item Attachment Bid Tab 2021004 Food Service Products 20210503 (RES-2021-416 : Bid 2021004 Food Service

Bid #2021004 Food Service Products (Paper/Plastic/Polystyrene)

			Vendor:	Sysco Foods			WB Mason			Regional Distributors			Hepro US, Inc.			Dobmeier Janitorial Supply			NYSID		
Item #	Usage	Quantity		Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual	Product / Mfg. Item # Packaging Info.	Unit Price Per Case	Total Annual
48	8 Cases	1000/Case	Parchment Paper 16"x24"	5974290/1000	$41.71	$333.68		NO BID		McNairn 290001 1000/CS	$29.98	$239.84		No Bid		SOU984C 8.5"x 11" 500 Sheets	$34.10	$545.60			
			TOTAL - MISCELLANEOUS PRODUCTS			$3,757.25			$1,393.92			$1,807.61			$499.80			$1,702.88			$1,144.13
49			Any additional Miscellaneous products which are not mentioned above. For such items we ask that a percentage from manufacturer's documented list price be charged. List Price minus %		$0.15			Discounted Catalog Applied			35.00%			No Bid			28.00%			No Bid	
			GRAND TOTALS			**$22,494.42**			**$15,259.25**			**$11,951.87**			**$2,036.94**			**$13,989.23**			**$2,171.46**

NOTES:

Sysco Foods - Item #46 - Alternate bid item 7137172 10/200 ct $42.42 = $424.20 line item total
Dobmeier - Item #48 - Size quoted is 8.5"x11" instead of 16"x24" requsted.
NYSID Letter submitted indicating products they supply that are included in this bid. NYSID is a preferred vendor and items available through them must be purchased through them. Award is also being made to Regional Distributors in the case that a situation arises where the product is not available through NYSID, or pricing is greater than 15% above pricing through Regional Distributors.

Attachment: SUSPENSION Item Attachment Bid Tab 2021004 Food Service Products 20210503 (RES-2021-416 : Bid 2021004 Food Service