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, June 7, 2021 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Nancy Wallace

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on June 7, 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	
Daryl Bramer	Town of Amherst	Comptroller	Remote	
Lynda Juul	Town of Amherst	Director of Finance	Remote	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Remote	
Nicole M. Burroughs	Town of Amherst	Senior Paralegal	Remote	
Vaishali Reberholt	Town of Amherst	Assistant Municipal Engineer	Remote	
Dan Howard	Town of Amherst	Planning Director	Remote	

Patrick G. Lucey	Town of Amherst	Highway Superintendent	Remote	
Ellen Kost	Town of Amherst	Assistant Planning Director	Remote	
Angela Rossi	Town of Amherst	Director of Economic Development	Remote	

V. MINUTES APPROVAL

1. Monday, May 17, 2021

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

The Town Board meeting may be accessed via Zoom at the following link:
https://us02web.zoom.us/j/81848120161?pwd=amszRWFNcXhGNVl3TDdqam5SaTdxZz09

Meeting ID: 818 4812 0161
Passcode: 140148

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 2021-464

Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution - $836,000)

AGENDA ITEM - JUNE 7TH, 2021

TO: **Town Board**

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

DATE: **June 1, 2021**

RE: **2021 Sanitary Sewer Rehabilitation Projects**

2021-2026 C.I.P. - Project Nos. E-8, E-9, E-10 and E-45
Bond Resolution - $836,000.00

The above-referenced matter is scheduled for a Public Hearing on June 7, 2021 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

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

Thank you.

SJS:nmb
Attachments
c: Kathy Cooper, Deputy Town Clerk
(*w/attachments,* **Agenda Item: June 7th, 2021**)
Daryl C. Bramer, Town Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Daniel C. Howard, AICP, Assistant Director of Planning *(w/attachments)*
Ellen M. Kost, AICP, Assistant Director of Planning *(w/attachments)*
Jeffrey S. Burroughs, PE, Town Engineer *(w/attachments)*
Vaishali Reberholt, PE, CPESC, Principal Engineer Assistant *(w/attachments)*

6/07/2021
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 7:04 PM.

Jeffrey S. Burroughs, Town Engineer, and Vaishali Reberholt, Assistant Municipal Engineer, co-presented.

There were no speakers from the public.

Supervisor Kulpa motioned to adopt the SEQR Findings, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Supervisor Kulpa then moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:14 PM.

A motion to adopt was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2021-465

2190 Wehrle Drive Rezoning

2nd REVISED
DRAFT RESOLUTION
(06/21/2021)

Adoption of Local Law to Amend the Zoning Map
(2190 Wehrle Drive, Z-2021-01)

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 April 15, 2021 that the proposed Office Building District (OB) zoning at 2190 Wehrle Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

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

6/07/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

Omar Abu-Sitta, Acquest Development, presented and answered questions.

The following speakers addressed the Town Board:
Ann Tsuchyna, 281 Bellingham Dr. - Concerned for the impact on their quality of life, water, wetlands; better buffer and greenspace
Tom Tsuchyna, 281 Bellingham Dr. - Voiced his concerns with the development of the property

There were no further speakers therefore, Supervisor Kulpa moved to adjourn the hearing until June 21st, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:42 PM.

6/21/2021
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 7:09 PM.

There were no speakers from the public. Supervisor Kulpa motioned to adopt the negative declaration, seconded by Deputy Supervisor Berger and approved 4-1 (nay, Bucki).

Supervisor Kulpa then moved to close the public hearing, seconded by Deputy Supervisor Berger and approved 5-0. The public hearing was closed at 7:15 PM.

A motion to amend the resolution and use the 2nd revised resolution without conditions was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved 4-1 (nay, Bucki). A motion to adopt as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved 4-1 (nay, Bucki).

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 6/21/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Deputy Supervisor	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

3. Resolution 2021-417

2402 North Forest Road, LLC - Reclassification/Rezoning of a Portion of 2402 North Forest Road from OB to NCD-GD

Adoption of Local Law
to Amend the Audubon Development Plan and Zoning Map
[2402 North Forest Road (NCD); Z-2021-02]

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 April 15, 2021 that the proposed New Community District - General Commercial (NCD-GC) use classification at 2402 North French Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

RESOLVED, that in accordance with Section 203-8-3 & Section 203-8-15 of the Town Code (Zoning), the Town Board adopts Local Law (#___) to amend the Audubon Development Plan and Town Zoning Map as recommended by the Planning Board.

5/17/2021
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 7:13 PM.

Sean Hopkins, Esq., presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to June 7th. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:25 PM.

6/07/2021
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 7:42 PM.

Attorney Sean Hopkins was unable to attend. In his absence, Deputy Supervisor Berger advised that the various changes that the Town Board previously requested were made to the project layout.

There were no speakers from the public.

Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was closed at 7:45 PM.

A motion to adopt, inclusive of the Negative Declaration, was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
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 (9)

4. Amherst Conservation Advisory Council (4)

5. Amherst Industrial Development Agency

Membership is full.

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

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

8. **Board of Assessment Review**

   Membership is full.

9. **Board of Electrician Examiners**

   Membership is full.

10. **Board of Ethics**

    Membership is full.

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

    Membership is full.

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

13. **Design Advisory Board**

14. **Employee Suggestion Program Merit Award Board**

    Membership is full.

15. **Employee Suggestion Review Committee**

    Membership is full.

16. **Energy Conservation Citizens Advisory Committee (3)**

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

18. **Glen Park Joint Board**

    Membership is full.

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

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

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

22. **Library Board of Trustees**

    Membership is full.

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

24. Open Government Advisory Board (4)

25. Planning Board

Membership is full.

26. Recreation Commission (2)

27. Recycling and Waste Committee (3)

28. Senior Services Advisory Board (2)

29. Traffic Safety Board

Membership is full.

30. Youth Board (6)

Adult vacancies (6), 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 7:45 PM.

There were no 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 7:48 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:

B. DEPUTY SUPERVISOR BERGER:

1. Resolution 2021-466

Amherst Youth Board Appointment

WHEREAS, the Amherst Youth Board (Youth Board) is an organization offering varied services in support of children, youth and families living in the Town of Amherst. Chartered by the Amherst Town Board and New York State Executive Law, the agency is governed by a policy-making board of 23 citizen volunteers, comprising both adults and youth; and

WHEREAS, members are appointed by the Amherst Town Board for three-year terms and participate in decisions affecting programming, policies, funding and public relations for youth programs and services.

WHEREAS, the Youth Board also relies on the efforts and contributions of citizen volunteers in its programs. Many different volunteer opportunities are available, and may be tailored to individual needs; and

WHEREAS, Jodi Benson has expressed interest in serving on the Amherst Youth Board.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints adult member Jodi Benson to her first term to end December 31, 2023.

6/07/2021
Consent

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

C. COUNCILMEMBER BUCKI:

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

XII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2021-467

Settlement Authority of Town Attorney

AGENDA ITEM - JUNE 7th, 2021

TO: **Town Board**

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

DATE: **June 2, 2021**

RE: **Settlement Authority of Town Attorney**

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

WHEREAS, Town Law §68(1) permits the Town Board to compromise or settle any action or proceeding against the Town, with the approval of the Court in which such action or proceeding is pending and settlement of any claim presented pursuant to General Municipal Law §50-h, Town Law §65-a and Town Law §67 with the approval of a Justice of the Supreme Court of the Judicial District in which the Town is located in; and

WHEREAS, Town Law §68(4) provides that notwithstanding, §68(1), the Town Board may compromise or settle any action, proceeding or claim against the Town upon such terms as the Town Board shall determine are just, reasonable and in the best interest of the Town; and

WHEREAS, the Town has entered into an Agreement with Omni Underwriting Managers, LLC d/b/a FutureComp ("FutureComp"), to act as the Town's Third Party Administrator and as such provides claims management services for the Town's General Liability, Automobile Liability, Police Liability, Public Officers' Liability and Dispatchers' Liability ("Liability Claims"); and

WHEREAS, pursuant to said Agreement, FutureComp and the Town Attorney are granted permission to settle smaller liability claims within certain parameters; and

WHEREAS, this Town Board has not formally granted settlement authority to either FutureComp as the Town's Third-Party Administrators ("TPA") for liability claims; and

WHEREAS, the Town Board wishes to grant settlement authority to its TPA and the Town Attorney to settle any and all claims, actions, proceedings and suits not exceeding

Twenty-Five Thousand Dollars ($25,000.00), with the Town Board reserving to itself sole authority to settle claims in amounts exceeding Twenty-Five Thousand Dollars ($25,000.00); and

WHEREAS, this authority does not apply to proceedings brought pursuant to Article 7 of the Real Property Tax Law (Tax Certioraris);

THEREFORE BE IT RESOLVED, that the Town's TPA has the authority to settle liability claims in amounts not exceeding Seven Thousand Five Hundred Dollars ($7,500.00) with prior approval from the Town Attorney and without approval of the Town Board; and

BE IT FURTHER RESOLVED, that the Town Attorney is granted the authority, without approval of the Town Board, to settle any and all claims, suits or proceedings brought by or against the Town in amounts not exceeding Twenty-Five Thousand Dollars ($25,000.00); and

BE IT FURTHER RESOLVED, that settlements of all claims in amounts exceeding Twenty-Five Thousand Dollars ($25,000.00) shall require Town Board approval; and

BE IT FURTHER RESOLVED, that settlement of all claims in amounts exceeding Fifty Thousand Dollars ($50,000.00) shall require prior judicial approval along with Town Board approval.

SJS:nmb
c: Kathy Cooper, Deputy Town Clerk (**Agenda Item - June 7th, 2021**)

6/07/2021
Consent

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

2. Resolution 2021-468

Abandonment and Sale of S. Linden Drive (Paper Street)

AGENDA ITEM : JUNE 7TH, 2021

TO: **Town Board**

FROM: **Ann Demopolous, Esq., Deputy Town Attorney**

DATE: **June 1, 2021**

RE: Authorization to Commence Abandonment Proceedings and Authorization To Sell S. Linden Drive (Paper Street)

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

RESOLVED, the Town Board authorizes the Town Attorney's Office to begin abandonment proceedings for S. Linden Drive, a paper street; and

RESOLVED, the Town Board authorizes the Supervisor to execute any and all documents associated with the preparation and pursuit of the abandonment proceeding; and

RESOLVED, that pursuant to New York State Highway Law Section 205, the Town Board hereby directs the Town of Amherst Superintendent of Highways to certify to the abandonment of the above paper street once abandonment proceedings have been initiated and followed through to completion by executing the attached Certificate of Abandonment; and

RESOLVED, that the Town Board and Town Supervisor also execute the attached Certificate of Abandonment after considering and approving the Resolution herein and once abandonment proceedings have been initiated and followed through to completion; and

RESOLVED, that the Town Board adopt the draft SEQR Negative Declaration attached hereto for both the abandonment and sale of S. Linden Drive (Paper Street) and authorize the Town Supervisor to execute the draft Negative Declaration;

NOW, THEREFORE BE RESOLVED, that to avoid undue hardship to any abutting or adjacent landowner, any required easements will be approved subject to review by the Town Attorney; and

THEREFORE BE IT FURTHER RESOLVED, the preparation of any Easement Agreement(s) will be the responsibility of the buyer(s)/landowner(s); and

BE IT FURTHER RESOLVED, that once the abandonment proceedings have been finalized and the paper street is deemed abandoned, that the Town Board authorize the Town Attorney's Office to proceed with the sale of the paper street to interested parties.

AD:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 7th, 2021**)
Dan Howard, Director of Planning (*w/attachment)*
Ellen Kost, AICP, Assistant Planning Director (*w/attachment)*
Patrick G. Lucey, Superintendent of Highways (*w/attachment)*

6/07/2021
Consent

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

3. Resolution 2021-469

Letter of Engagement Between the TOA and ENPM, Inc. (CRS# 2607)

AGENDA ITEM - JUNE 7th, 2021

TO: **Town Board**

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

DATE: **June 1, 2021**

RE: **Letter of Engagement - Emminger, Newton, Pigeon & Magyar (ENPM, Inc.) CRS #2607**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Letter of Engagement (CRS# 2607) relative to ENPM, Inc. making a determination of value on a Town-owned right-of-way referred to as "Kensington Avenue Alleyway."

Thank you.

SJS:nmb:hs
Attachment
c: Kathy Cooper, Deputy Town Clerk
(*w/attachment*, **Agenda Item : June 7th, 2021**)

6/07/2021
Consent

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

4. Resolution 2021-470

License Agreement - 84 S. Rockingham Way (Kapri) CRS #2629

AGENDA ITEM : JUNE 7TH, 2021

TO: **Town Board**

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

DATE: **June 1, 2021**

RE: **Request for License Agreement (CRS# 2629)**
Installation of Dock, Railing and Access Gate
Property Located At:
84 S. Rockingham Way, Amherst, New York 14228

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

The owner of the above-referenced property is seeking permission to construct and install a dock, railing and access gate that would encroach into an existing Town-owned easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item: June 7th, 2021**)
Tim Lucey, General Crew Chief, Highway Department (*w/attachment*)

6/07/2021
Consent

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

5. Resolution 2021-471

Settlement of Article 7 Tax Certiorari - 4575 Main Street LLC V. Town of Amherst Et Al.

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

4575 Main Street LLC v. Town of Amherst
Index #808921/2019 & 807870/2020

4575-4585 Main Street (SBL #80.06-12-2.1)

Current AV is $1,070,000.

19/20 and 20/21 are dismissed.
21/22 is set $805,000 AV, and
22/23 and 23/24 is set at $1,075,000 FMV.

RPTL 727 applies.

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

6/07/2021
Consent

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

6. Resolution 2021-472

Settlement of Article 7 Tax Certiorari - Amherstdale LLC V. Town of Amherst

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

Amherstdale LLC v. Town of Amherst

4445 Main Street (SBL #80.05-5-42)

Current AV is $750,000.

19/20 is dismissed.
20/21; 21/22; 22/23; and 23/24 is set at $650,000 AV.

RPTL 727 applies.

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

6/07/2021
Consent

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

7. Resolution 2021-473

Settlement - Article 7 Tax Certiorari - Sheridan Hopkins Holdings, LLC and 31 Hopkins Road LLC V. TOA

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

Sheridan Hopkins Holdings et al. v. Town of Amherst
Index #807775/2020

1 Hopkins Road (SBL #69.09-7-2)
7 Hopkins Road (SBL #69.09-7-3)
13 Hopkins Road (SBL #69.09-7-4)
19 Hopkins Road (SBL #69.09-7-5.1)
25 Hopkins Road (SBL #69.09-7-6)
31 Hopkins Road (SBL #69.09-7-7)

Current AV is $3,038,924.

19/20 is dismissed.
20/21 is set at $2,800,000 AV.

RPTL 727 applies.

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

6/07/2021
Consent

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

8. Resolution 2021-474

Settlement of Article 7 Tax Certiorari - 2194 Millersport, Inc. and 3652 Sheridan Drive, Inc.

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

2194 Millersport, Inc. & 3652 Sheridan Drive, Inc.
Index #809021/2019 & 807078/2020

2206 Millersport Highway (SBL 41.03-1-25) Current AV $972,000
3652 Sheridan Drive (SBL 67.12-4-1) Current AV $872,000

19/20 and 20/21 are dismissed.
21/22;22/23; 23/24 is set as follows
2206 Millersport Highway- $845,000 AV, and
3652 Sheridan Drive - $810,000 AV.

RPTL 727 applies.

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

6/07/2021
Consent

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

9. Resolution 2021-475

Settlement of Article 7 Tax Certiorari - 95 NYRPT, LLC

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

95 NYRPT, LLC v. Town of Amherst
Index #807788/2020

7660 Transit Road (SBL. 70.09-2-7.111)
7660 Transit Road (SBL. 70.09-2-7.111/A)

Current Assessed Value $600,000.

For (SBL. 70.09-2-7.111)
20/21 is dismissed.
21/22;22/23; 23/24 is set at $372,000.

For (SBL. 70.09-2-7.111/A) is dismissed with prejudice.

RPTL 727 applies.

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

6/07/2021
Consent

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

B. TOWN CLERK:

1. Resolution 2021-476

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 these titles and will report the officials to the New York State and Local Retirement System based on time keeping system records or their record of activities submitted by these officials to the Town Clerk:

See attached.

6/07/2021
Consent

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

2. Resolution 2021-477

Fireworks Permit - Park Country Club

Request for fireworks permit on June 26, 2021 at approx. 9:45 PM at Park Country Club, 4949 Sheridan Drive with the following conditions:

1. Minimum secured diameter of site shall be 350 feet, maximum 5 inch shell size per permit.

2. That the audience be 350 feet from the fireworks discharge location for vertical mortars

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

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

5. That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event.

6. Display shall follow NFPA 1123-2018 & IFC 2018.

7. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to obtain permission from the Fire Inspector's Office.

6/07/2021
Consent

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

3. Resolution 2021-478

New Firefighter for North Bailey Fire Company

New firefighter for the North Bailey Fire Company lives in the Town of Amherst and resides near the North Bailey Fire District.

Joseph N. Howard
81 Buckeye Rd.
Amherst, NY 14226

6/07/2021
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 2021-479

Budget Transfers and Amendments

For June 7, 2021 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 6/2/2021
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:***

A7110.4470 Parks - Bike Path Maintenance $11,850 A7110.2150 Building Improv. & Equip. $11,850
To transfer funds for CRS# 2605, purchase of mower.

A3133.2550 Tactical Grant - Other Equipment $4,758.00 A3133.4420 Uniforms $4,758.00
To transfer funds for CRS #2630 amendment.

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
D5112.03507 State Aid - CHIPS $716,190.31	D5112.2800 Paving - CHIPS $716,190.31

To increase the budget for NYS DOT CHIPS award letter. (CHIPS 21-22 increase 21-22 apportionment $166,854.76, CHIPS $132,966.43 rollover, PAVE NY $200,987.37, PAVE NY $26,799.80 rollover, EWR $166,886.68, EWR rollover $21,695.27).

N2023.02785 CDBG & VG - PI $14,383.20	N2023.4000 Contractual $14,383.20
N2025.02785 CDBG Admin - PI $3,595.80	N2025.1000 Personal Services $3,340.27
	N2025.8030 FICA $255.53

To recognize Community Development program income from 1455 N. French Road, Amherst.

N2044.02785 Cheektowaga Home - PI $900.00	N2044.4000 Contractual $900.00
N2049.02785 Cheektowaga Home Admin $100.00	N2049.4003 Admin $100.00

To recognize Community Development program income from 160 Nadine Drive, Cheektowaga.

N2040.02785 Amherst Home - PI $7,227.00	N2040.4000 Contractual $7,227.00
N2054.02785 Amherst Home Admin - PI $803.00	N2054.4003 Admin Fee $803.00

To recognize Community Development program income from 191 Lamarck Drive, Amherst.

N2040.02785 Amherst Home Rehab - PI $701.97	N2040.4000 Contractual $701.97
N2054.02785 Amherst Home Admin - PI $78.00	N2054.4003 Personal Services $72.45
	N2054.8030 FICA $5.55

To recognize Community Development program income from interest earnings.

N2023.02785 CDBG & VG - PI $25,560.22	N2023.4000 Contractual $25,560.22
N2025.02785 CDBG Admin - PI $6,390.05	N2025.1000 Personal Services $5,935.95
	N2025.8030 FICA $454.10

To recognize Community Development program income from 226 California drive, Amherst.

6/07/2021
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 2021-480

Award Bid #2021011 - Building Department Vehicles - CRS #2609

WHEREAS, the Contract Compliance and Administration Department received bids on May 6, 2021 for Bid #2021011 Building Department Vehicles; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract

Compliance and Administration Department to award the bid for the purchase of three (3) 2021 or newer Ford Escapes to C. Basil Ford; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Building Department to trade in the vehicles listed in the table below; and

CAR #	YEAR	VIN	MAKE/MODEL	COLOR	MILEAGE	**Trade In**
BD-119	2017	1FMCU9GDXHUA11117	FORD ESCAPE	SILVER	39,161	$13,200
BD-120	2017	1FMCU9GDXHUA37037	FORD ESCAPE	WHITE	34,886	$13,500
BD-125	2017	1FMCU9GD2HUA77631	FORD ESCAPE	GREY	29,305	$14,500

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with C. Basil Ford, Inc.

6/07/2021
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 2021-481

Recreational Trails Program (RTP #173299) Grant for the Town of Amherst Canalway Trail and Hopkins Road Trail Safety Enhancements PIN 5762.63; Town of Amherst Job No. 2015.033 CRS # 2676

Would you please approve the attached resolution authorizing the Supervisor to sign a contract with the Office of Parks Recreation and Historic Preservation for a Grant in the amount of $125,000 for the above referenced project?

This project uses a combination of Canal Corporation Grant funds ($65,000), the above OPRHP funding ($125,000), and local funding ($100,000) for a total project cost of $290,000. The total local share of $100,000 was bonded previously as per Bond Resolution 2018-1055. The project account is KP 1845.

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

6/07/2021
Consent

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

2. Resolution 2021-482

2021-2026 CIP Program Amendment E-1 - Equipment & Vehicle Bond

We are requesting that the 2021 approved Capital Improvement Program be amended as follows:

Project Description	Project #	Approved 2021 CIP Amount	Amended 2021 CIP Amount
Engineering Department Equipment Bond Town Job No. 2021.001	E-1	$258,000.00 Funding Source $258,000.00 LG	$258,000.00 Funding Source $258,000.00 LG
Budget Change ($18,000.00 Increase)			Add $18,000.00 Funding Source **$18,000.00 X**

LG - Consolidated Sanitary Sewer Bond

The Engineering Department is requesting to amend the 2021 CIP Sanitary Sewer Project E-1 - Equipment & Vehicle Bond based on price increases since the CIP was submitted.

Due to cuts in our yearly operating budget, we cannot absorb these increases and request that the 2021 CIP Project E-1 be increased by $18,000.00 from $258,000.00 to $276,000.00, with the cost differential to be funded by sales of the equipment being replaced.

Would you please approve an amendment to the 2021-2026 CIP to reallocate funding for the above project - Item E-1 of the 2021 CIP project list. Thank you for your consideration of this amendment.

6/07/2021
A motion to adopt was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

3. Resolution 2021-483

2021-2026 CIP Program Amendment - Projects E-8, E-9 & E-45

We are requesting that the 2021 approved Capital Improvement Program be amended as follows:

Project Description	Project #	Approved 2021 CIP Amount	Amended 2021 CIP Amount
Amherstdale-Colonial-Dorchester- Alberta-Emerson-Lennox Sanitary Sewer Lining Town Job No. 2020.038	E-8	$365,000.00 Funding Source $285,000.00 LG $ 80,000.00 X	$340,000.00 Funding Source $230,000.00 LG $110,000.00 X
Eggertsville & Snyder Manhole Rehabilitation & Capen/Windermere/Maple Sanitary Sewer Lining Town Job No. 2020.039	E-9	$365,000.00 Funding Source $275,000.00 LG $ 0.00 F/S $ 90,000.00 X	$517,000.00 Funding Source $202,000.00 LG $200,000.00 F/S $115,000.00 X
Parkwood Drive Sanitary Sewer Relining	E-10	$ 50,000.00 Funding Source $50,000.00 LG	$ 58,000.00 Funding Source $58,000.00 LG
Utility Repair & Const. Supplemental Bond Town Job No. 2021.005	E-45 (New)	$0.00	$120,000.00 LG Funding Source $120,000.00 LG
Budget Change (Bonding Amount Neutral)		$780,000.00 Funding Source **$610,000.00 LG** $ 170,000.00 X $ 0.00 F/S	$1,035,000.00 Funding Source **$610,000.00 LG** $ 225,000.00 X $ 200,000.00 F/S

LG - Consolidated Sanitary Sewer Bond
X - Sanitary Sewer Remediation Trust Fund (T4030-02770)
F/S - Community Development Block Grant Funding (CDBG)

The 2021 Utility Repair and Construction Project account G9000-4110 was cut by $350,000.00 due financial hardships associated with the ongoing pandemic. In order to award Year-2 of this contract, supplemental funding is needed. The Engineering Department has amended the 2021 CIP Sanitary Sewer projects and has added Project E-45 in the amount of $120,000.00 for this funding.

Would you please approve an amendment to the 2021-2026 CIP to reallocate funding for the above projects and add the new Utility Repair and Construction Supplemental Funding - Item E-45 to the 2021 CIP project list. Thank you for your

consideration of this amendment.

6/07/2021
A motion to adopt was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

4. Resolution 2021-484

Towing Services Contract - Dadswell Service, Inc. CRS 2614

The Engineering Department is requesting that the Town Board authorize an agreement to piggyback from the Erie County Bid Contract with Dadswell Service, Inc. for towing service. This contract will be valid from date of execution by the Town of Amherst through January 31, 2022.

Funding for this contract is various and the amount is TBD.

This request has successfully completed the contract review process.

Thank you for considering this request.

6/07/2021
Consent

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

5. Resolution 2021-485

Trucks & Heavy Equipment Parts & Repairs Contract - D & W Diesel CRS 2613

The Engineering Department is requesting the Town Board authorize the attached piggyback extension contract from Erie County Bid 219055-004 with D&W Diesel for Trucks & Heavy Equipment Parts & Repairs The contract will be retroactive from April 1, 2021 through March 31, 2022.

This contract will be available for Townwide use and the amount is to be determined.

This request has successfully completed the contract review process.

Thank you for considering this request.

6/07/2021
Consent

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

6. Resolution 2021-486

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 March 2022. While Resolution 2021-395 originally approved this request, the course filled up and won't be offered again in 2021.

We are expecting the estimated cost to remain the same at $1,397.61 which includes registration, hotel stay, tolls and per diems.

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

Thank you for considering this request.

6/07/2021
Consent

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

7. Resolution 2021-487

WPCF Building No. 1 Elevator Modernization - Change Order #2 CRS No. 2615

The Engineering Department requests the Town Board approve the above referenced Change Order, which calls for a no-cost time extension until July 23, 2021 for Sicoli Construction Services, Inc. for the above-referenced project. There are no ancillary costs associated with this request.

This request has successfully completed the contract review process.

Thank you for considering this request.

6/07/2021
Consent

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

8. Resolution 2021-488

WPCF Influent Worthington Pump 3 Rebuild - Change Order No. 2 CRS No. 2684

We are requesting the Town Board approve the above referenced Change Order No. 2, which calls for a $16,129.00 increase in the contract price as well as an 81-day no cost contract extension. The project's revised contract price will be $121,661.00. This Change Order will cover the costs associated with the Contractor locally machining and installing the lower shaft unit and shaft sleeve. The need for a new lower shaft was determined when the lower pump unit was taken apart to assess all components. The lower shaft was determined to be outside the allowable wear tolerances determined by the manufacturer and must be replaced. Change Order #1 authorized the purchase of an OEM lower shaft unit. The Contract is being extended to August 31, 2021 due to the current delays in availability of new OEM repair parts.

The contractor has informed us that current delays are typical with no guarantees on delivery dates. We have asked for pricing from CPE to move forward with locally machined parts in the event that delays continue. Pump 3 needs to be back in service prior to the fall. If the OEM parts are delivered timely, they will be installed in Pump 3 and the machined parts will be used for a future pump rebuild. If the OEM parts are not timely, the machined parts will be installed and the OEM parts used for a future pump rebuild.

May we have your approval to award to Corrosion Products and Equipment, Inc. the above referenced Change Order? Funding is available from account KP 2030-4972. This request is pending the successful completion of the contract review process. Thank you for considering this request.

6/07/2021
Consent

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

9. Resolution 2021-489

Purchase of FL1500 Series Flow Logger & Rain Gauges

The Engineering Department-Sewer Maintenance Division and Wastewater Treatment Facility are seeking to purchase one (1) Hach FL1500 Series Flow Controller to be used at the Wastewater Treatment Facility and two (2) Rain Gauges. This equipment is compatible with our existing flow monitoring system.

The following needed equipment is currently on the NYSOGS Contract with pricing per the attached quote from Temp-Press, Inc. authorized dealer in the Western New York area.

We are requesting Town Board approval for the above purchase at a total cost of $4,888.80 with free shipping and a waiver of insurance, as the equipment will be sent directly to our office via a third party shipper. Funds are available for the above purchase within account G9000-2600 in the amount of $853.60 and G9916-2600 in the amount of $4,035.20.

Thank you for considering our request.

6/07/2021
Consent

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

10. Resolution 2021-490

Purchase of 900-ECO-9 Yard Truck Mounted Combination Sewer Cleaner CRS 2620

The Town of Amherst Engineering - Sewer Maintenance Division is seeking approval to purchase a 900-ECO 9 Yard Truck Mounted Combination Sewer Cleaner through Cyncon Equipment in the amount of $206,405.64 (quote attached). This purchase will be utilizing a current Sourcewell Contract with Sewer Equipment Company of America.

Funding for this purchase is available from the 2021 Sewer Equipment Bond.

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

Thank you for considering our request.

6/07/2021
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

11. Resolution 2021-491

Award of Bid - Local Pedestrian Safety Action Plan

On May 13, 2021 bids were received for the above referenced project. After Town and NYSDOT regional review of the three (3) bids received (attached) and using NYSDOT bid analysis requirements, we recommend the contract for the Town of Amherst Pedestrian Safety Action Plan to be awarded to North Spur Construction, 156 Garrison Road, Buffalo, New York 14221 to include only their base bid in the amount of $398,613.00.

The majority of this project is federally funded and reimbursed through PSAP Grant and in accordance with Resolution# 2020-549. The remaining local share is funded through a combination of a Pedestrian Safety Improvement CIP project and an ADA Improvement Project, at a total amount of $161,613.00.

Funding is available from accounts KP-1740-4972 ($319,899.00 - 74% Federal PSAP & 26% Local Ped Safety) and KP-2023-4972 ($78,714.00 Local ADA). May I please have your approval to award this low contract?

6/07/2021
Consent

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

L. FINANCE:

1. Resolution 2021-492

Authorize Amherst Market at Bassett Park Contracts and Vendors CRS #2628, 2631-2656, 2658, 2659, 2678-2680, and 2683

WHEREAS, the Town has organized several parks programming events over the course of several months in 2021; and

WHEREAS, one such series of events is the Amherst Market at Bassett Park, to be held on the second Sunday of the month, June through September, from 10:00am-2:00pm at Bassett Park; and

WHEREAS, vendors are not being paid to participate, nor are they required to submit a fee to participate, and no monies have been exchanged between the vendors and the Town, or preferences given; and

WHEREAS, the attached contract documents have been reviewed and approved by the Town Attorney for form and content;

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby approves the attached contract documents; and

BE IT FURTHER RESOLVED, the Town Board hereby approves contracts with the following vendors, subject to successful completion of the Contract Routing System:

CRS #2628 CBD MED Center
CRS #2631 Cuccidati Inc.
CRS #2632 Baby Bird Home Décor
CRS #2633 Dragonfly Jams and Jellies
CRS #2634 Buffalo Pepper Products
CRS #2635 Dee's Delicious Sweets
CRS #2636 Donnas Pepper Jelly and Jams
CRS #2637 Georges Produce Market Inc
CRS #2638 Kari Blueberry Creative
CRS #2639 Lauryn's Plants
CRS #2640 Mrowka Family Farms
CRS #2641 My Buffalo Candle Company
CRS #2642 Najah Inc
CRS #2643 Nick's Spider Venom Inc
CRS #2644 Pacific Cloud Seafood
CRS #2645 Public Coffee Hub

CRS #2646 Smita's Cookery
CRS #2647 Utter Brothers Ice Cream
CRS #2648 Vinegars Etc
CRS #2649 Kissed by the Sun Spices and Buffalo Artisan Traders
CRS #2650 Buffalo Airbrush Tanning
CRS #2651 M&M Pickles
CRS #2652 Lilly-Belle Meads
CRS #2653 Maple Glen Sugar House
CRS #2654 Erikas Bead Creative
CRS #2655 Simones Natural Creations
CRS #2656 Life Itself Inc
CRS #2658 Ellicottville Greens
CRS #2659 Bank on Buffalo
CRS #2678 JM West Designs
CRS #2679 Spoonfuls Gourmet Nut Butters
CRS #2680 Wellness Genie
CRS #2683 Moneybags Dumplings

6/07/2021
Consent

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

M. HIGHWAY:

1. Resolution 2021-493

Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower CRS# 2605

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of two (2) John Deere z950r Ztrak commercial mowers.

The Purchase is from LANDPRO EQUIPMENT LLC., 7615 LEWISON ROAD, OAKFIELD, NY 14125 FOR $11,849.53 TIMES 2 UNITS EQUALS $23,699.06 UNDER NYS-OGS CONTRACT UNDER GROUP #40625, AWARD #PGB22792 and CONTRACT #PC68131.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this purchase. This purchase is subject to the Contract Routing System (CRS#2605) and the approval of the Town Attorney.

6/07/2021
Consent

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

2. Resolution 2021-494

Authorization to Purchase One (1) Mack Granite HD Truck 2022 with Snow Plow CRS # 2623

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of one (1) Mack Granite HD truck, model 64FR, 2022 with snow plow and accessories for the Highway Department for a cost of $222,236.70 from Beam Mack Sales Service Inc., 6260 E. Molloy Road, E Syracuse, NY 13057.

The pricing is based upon Onondaga County Pricing Agreement, Bid Reference #8996 for the period June 24, 2018 through June 23, 2023.

Funding is available to pay for this purchase order under 2021 Equipment CIP Bond H-3 Project KP 2118-2600 for $222,236.70.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to sign the contract above. This purchase is subject to the Contract Routing System (CRS#2623) and the approval of the Town Attorney.

6/07/2021
Consent

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

3. Resolution 2021-495

Contract - Infoquest Computer Solutions, Inc., CRS#2677

Please authorize the Town Supervisor to sign the contract between the Town of Amherst Highway Department and Infoquest Computer Solutions, Inc. The contract is for forty (40) hours of Access Software support and customization for the database for the Highway Resource Information System, Highway Trak.

The total is 40 hours times $105.00 per hour for a total of $4,200.00 with no expiration date.

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#2677) and the approval of the Town Attorney.

Thank you for your consideration.

6/07/2021
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2021-496

Police Captain/Police Department

Please appoint a Police Captain to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 8, 2021 at an annual salary of $109,093 for Tracy Martin.

This is a promotion for a Police Lieutenant.
Replacing an employee who retired.

6/07/2021
Consent

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

2. Resolution 2021-497

Network Manager/Office of Information Technology

Please create and appoint a Network Manager to the Office of Information Technology Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 8, 2021, at an annual salary of $ 72,514, Grade 18, Step E for Michael Peller.

This is a promotion for an employee currently serving as an Information Systems Analyst.

6/07/2021
Consent

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

3. Resolution 2021-498

Emergency Services & Safety Coordinator/Emergency Services

Please appoint an Emergency Services and Safety Coordinator to the Emergency Services Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 21, 2021, at an annual salary of $60,490, Grade 14, Step E for Brandon Peters.

Contingent upon completing all pre-employment requirements.

Replacing an employee who transferred to another department.

6/07/2021
Consent

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

4. Resolution 2021-499

Senior Fire Inspector/Building Department

Please appoint a Senior Fire Inspector to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 8, 2021 at an annual salary of $72,514, Grade 17, Step F.

This is a promotion for an employee who is currently serving as a Fire Inspector.

RESULT:	**WITHDRAWN**

5. Resolution 2021-500

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 8, 2021, at an hourly rate of $16.68 ph, Step A for Sean Whitehead.

Contingent upon completing all pre-employment requirements.

This appointment is a promotion for an employee currently serving as a Laborer - PT.

6/07/2021
Consent

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

6. Resolution 2021-501

Hourly Pay Rate Adjustment for Part Time Police Public Safety Dispatchers

BE IT RESOLVED that the hourly pay rates for part time Police Public Safety Dispatchers be adjusted as follows effective June 12, 2021:

Complaint Writer:
$17.50 (no emergency dispatch experience)

Public Safety Dispatcher:
Step 1 - $19.50 (prior dispatch experience or one full year as a Complaint Writer)
Step 2 - $21.50 (when fully trained in dispatch)

6/07/2021
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:

1. Resolution 2021-502

Sidewalk Waiver Request – SWW-2021-02; Property Located at 39 Wayne Avenue (SBL# 40.06-7-25.112). Erin Thomas, Petitioner

The subject request has been reviewed by the Planning and Engineering Departments and will be placed on the June 7, 2021 Town Board agenda under the Planning Director's report for decision by the Board. Attached find the reviews from both departments which give their recommendations.

6/07/2021
Consent

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

2. Resolution 2021-503

To Authorize the Supervisor to Sign a Change Order with Beau Enterprises, Inc. to Plant an Additional Nine Conifer Trees Along Youngs Road Between Maple Road and Sheridan Drive. CRS#2490

WHEREAS, on June 17, 2019 the Town Board authorized funding to remove dead ash trees along Youngs Road as part of the Town Ash Tree Remediation project, and

WHEREAS, adjacent residents have expressed concerns over the condition of the site after the tree removal has taken place, and

WHEREAS, the Town provided a tree restoration plan and in Resolution 2021-258 awarded a bid to a contractor to plant vegetation within the project site along Youngs Road between Maple Road and Sheridan Drive, and

WHEREAS, the Town Board authorizes the Contract Compliance and Administration Department to award this change order to Beau Enterprises, Inc.; now

THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign change order #1 with Beau Enterprises, Inc.

6/07/2021
Consent

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

Q. POLICE:

1. Resolution 2021-504

Travel Request Network Intrusion Response Program Training Course

TOWN BOARD AGENDA ITEM : JUNE 7, 2021

TO: **Town Board**

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

RE: **Travel Request**
Network Intrusion Response Program Training Course

Kindly adopt a resolution authorizing One (1) Police Officer to attend a Network Intrusion Response Program Training Course in Hoover, Alabama. This course is being held from June 21, 2021 to July 9, 2021. The cost for travel associated with this course is $640.09. This travel request was originally approved by the Town Board on February 24, 2020 (Resolution #2020-275) but was later cancelled due to the COVID-19 pandemic.

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: June 7, 2021)**

6/07/2021
Consent

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

2. Resolution 2021-505

Equipment Lease Agreement: Volta Energy Products, Inc. (CRS#2598) Automated Traffic Management System (ATMS): Maple Rd. & Flint Rd.

TOWN BOARD AGENDA ITEM: JUNE 7, 2021

TO: **Town Board**

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

RE: **Equipment Lease Agreement: Volta Energy Products, Inc. (CRS#2598)**
Automated Traffic Management System (ATMS): Maple Rd. & Flint Rd.

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst and Volta Energy Products, Inc., 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: June 7, 2021)**

6/07/2021
Consent

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

3. Resolution 2021-506

Third Amendment of Targeted Tactical Team Grant FY2018 (CRS #2630) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS #1792

TOWN BOARD AGENDA ITEM: JUNE 7, 2021

To: **Town Board**

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

Re: **Third Amendment of Targeted Tactical Team Grant FY2018 (CRS #2630)**
NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS #1792

Kindly adopt a resolution authorizing the Supervisor to adopt and electronically execute (if required) the attached amendment with regard to the above matter. This request is for a budget amendment to reallocate the use of funds within the grant. The original grant agreement was approved by the Town Board on December 16, 2019 by Resolution #2019-1379, amended on June 22, 2020 by Resolution #2020-559, and further amended on March 22, 2021 by Resolution #2021-278. This amendment has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk *(w/attachment, Agenda Item: June 7, 2021)*

6/07/2021
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 2021-507

Partnership Agreement MOU CRS #2599

Authorize the Supervisor to sign a Memorandum of Understanding between the Town of Amherst (Youth & Recreation Department) and the Cantalician Center for Learning, Inc. Please note that the Town already has a valid contract with the Cantalician Center and that nothing in this MOU contradicts or supersedes that contract, but that the Cantalician Center wanted this doucment signed as well.

6/07/2021
Consent

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

2. Resolution 2021-508

User Agreement - WNY PRISM CRS #2617

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and The Research Foundation for SUNY/Buffalo State to offer the free WNY PRISM Boat Stewarding Program at Veterans Canal Park from May 27 through September 5, 2021.

6/07/2021
Consent

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

3. Resolution 2021-509

Field Lighting Piggyback Contract - CRS #2682

Authorize the Supervisor to sign a piggyback contract between the Town of Amherst (Youth & Recreation Department) and Musco Sports Lighting, LLC, pending successful completion of the contract routing process.

6/07/2021
Consent

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

4. Resolution 2021-510

Skatepark Fencing CRS #2604

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Capital Fence for safety fencing at the Alix Rice Peacepark.

6/07/2021
Consent

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

5. Resolution 2021-511

Summer Staff Bonuses

Authorize the creation of a 2021 bonus program for part-time and seasonal Youth & Recreation Department staff to assist in recruitment and retention of qualified employees in response to the Covid-19 staffing shortage.

6/07/2021
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: 6/21/2021 7:00 PM**

2. Resolution 2021-153

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

DRAFT RESOLUTION
(2/22/21)

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

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

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

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

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

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

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

Sean Hopkins, Esq. presented.

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

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

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

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

Sean Hopkins, Esq. presented updated plans.

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

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

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

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

Sean Hopkins, Esq. presented updated plans.

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

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

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

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

RESULT:	**TABLED (NO VOTE)**	**Next: 6/21/2021 7:00 PM**

XIV. COMMUNICATIONS

1. Communication 2021-62

Request for Public Hearing - 468 Harding Road

Request from Jeffery Palumbo, Esq., for a public hearing date for the rezoning of 468 Harding Road.

This hearing has been set for July 12th.

6/07/2021
Consent

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

2. Communication 2021-63

Notice of Claim: Verizon Vs Town of Amherst

6/07/2021
Referred to Town Attorney.

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

3. Communication 2021-64

Notice of Tort Claim: USAA Casualty Insurance Company Vs. Town of Amherst

6/07/2021
Referred to Town Attorney.

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

4. Communication 2021-65

Order to Show Cause & Petition: David R. Szwartz Vs. Town of Amherst Et Al.

6/07/2021
Referred to Town Attorney.

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

5. Communication 2021-66

Amended Summons and Complaint: Joanne Barbati Vs. Town of Amherst

6/07/2021
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

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 Lavin and unanimously approved 5-0. Suspension of Rules was opened at 7:49 PM.

There being no further business requiring Suspension of Rules, Deputy Supervisor Berger moved to close, seconded by Councilmember Szukala and unanimously approved 5-0. Suspension of Rules was closed at 7:51 PM.

1. Resolution 2021-512

COVID-19 Laboratory Services Agreement CRS #2687 - KSL Diagnostics, Inc.

Suspension Item to Town Board Agenda of June 7, 2021

To: Amherst Town Board
From: Lynda L. Juul, Director of Finance
Date: June 7, 2021
Re: COVID-19 Laboratory Services Agreement with KSL Diagnostics, Inc.

Please consider adoption of the following resolution as a suspension item to tonight's Town Board agenda.

WHEREAS, an agreement for COVID-19 testing services is necessary to test Town employees who may have had an exposure to the COVID-19 virus in an accurate and timely manner, thereby allowing them to return to work safely and as soon as possible, especially when their work involves an essential service; and

WHEREAS, the current contract expired on May 14, 2021;

NOW, THEREFORE, BE IT RESOLVED, the Supervisor is hereby authorized to sign the COVID-19 Laboratory Services Agreement with KSL Diagnostics, Inc.; and

BE IT FURTHER RESOLVED, this authorization is subject to successful completion of the contract routing process.

cc: Dawn Cerra, Assistant to Councilmembers
James Zymanek, Director of Emergency Services

6/07/2021
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

2. Resolution 2021-513

Polling Location Lease Agreement CRS #2691

Suspension to Town Board Agenda Item June 7, 2021

To: Amherst Town Board
From: Brian Kulpa, Town Supervisor
Date: June 4, 2021
Re: Polling Location Lease Agreement

The attached agreement is a contract between the Town of Amherst and Erie County Board of Elections for use of the Town of Amherst Senior Center, located at 370 John James Audubon Pkwy, Amherst, NY 14228, for early voting from June 12 - June 20, 2021, pending successful completion of the contract routing process.

The Office of the Supervisor is asking the Town Board to approve the Polling Location Lease Agreement

6/07/2021
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 Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 7:52

PM.

There were no 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 7:52 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Bucki and unanimously approved 5-0. The Town Board meeting of June 7, 2021 was adjourned at 7:53 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23307 **RESOLUTION 2021-464** **ROLL CALL VOTE (ADOPTED)**

Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution - $836,000)

AGENDA ITEM - JUNE 7TH, 2021

TO: **Town Board**

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

DATE: **June 1, 2021**

RE: **2021 Sanitary Sewer Rehabilitation Projects**
2021-2026 C.I.P. - Project Nos. E-8, E-9, E-10 and E-45
Bond Resolution - $836,000.00

The above-referenced matter is scheduled for a Public Hearing on June 7, 2021 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

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

Thank you.

SJS:nmb
Attachments
c: Kathy Cooper, Deputy Town Clerk
(*w/attachments,* **Agenda Item: June 7th, 2021**)
Daryl C. Bramer, Town Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Daniel C. Howard, AICP, Assistant Director of Planning *(w/attachments)*
Ellen M. Kost, AICP, Assistant Director of Planning *(w/attachments)*
Jeffrey S. Burroughs, PE, Town Engineer *(w/attachments)*
Vaishali Reberholt, PE, CPESC, Principal Engineer Assistant *(w/attachments)*

6/07/2021
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 7:04 PM.

Jeffrey S. Burroughs, Town Engineer, and Vaishali Reberholt, Assistant Municipal Engineer, co-presented.

There were no speakers from the public.

Supervisor Kulpa motioned to adopt the SEQR Findings, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Supervisor Kulpa then moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:14 PM.

A motion to adopt was made by Supervisor Kulpa, seconded by Councilmember Bucki 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:	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

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: SEQRSanSewRehab-05262021112451 (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab

Attachment: CertExMins (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution - $836,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

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

June 7, 2021

A special 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 June 7, 2021.

There were present:

Board Members:

There were absent:

Also present:

* * *

The Supervisor stated that a public hearing had been called for this meeting at the Town Hall, 5583 Main Street, Williamsville, New York, at 7:00 o'clock P.M. (Prevailing Time) to consider the increase and improvement of facilities of the Town of Amherst Consolidated Sanitary Sewer District, at the estimated total cost of $1,261,000, 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-45); and (v) Engineering Vehicles and Equipment at the estimated maximum cost of $226,000 (CIP Project No. E-1); and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law. The Town Clerk presented affidavits showing that the Notice of said public hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

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

The following persons appeared and spoke regarding such increase and improvement of facilities:

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

Attachment: CertExMins (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution - $836,000))

Attachment: CertExMins (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (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, HEREBY CERTIFY that the foregoing annexed Extract of Minutes of a meeting of the Town Board of said Town of Amherst duly called and held on June 7, 2021, has been compared by me with the original minutes as officially recorded in my office as Town Clerk, and is a true, complete and correct copy thereof and of the whole of said original minutes.

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

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JUNE 7, 2021, APPROPRIATING $1,261,000 FOR THE COST OF AN INCREASE AND IMPROVEMENT OF FACILITIES OF THE TOWN OF AMHERST CONSOLIDATED SANITARY SEWER DISTRICT, AUTHORIZING APPLICATION OF $425,000 CURRENT FUNDS TO PAY A PORTION OF SAID COST AND THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF $836,000 TO FINANCE THE BALANCE OF SAID APPROPRIATION

Offered by: _____

Seconded By: _____

Recital

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

Now, therefore, be it

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

Attachment: CertBondReso (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution -

Section 1. The Town hereby appropriates the amount of $1,261,000 for the increase and improvement of facilities of the District as described in the map, plan and report dated March 2021, prepared by the Town Engineering Department, 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-45); and (v) Engineering Vehicles and Equipment at the estimated maximum cost of $226,000 (CIP Project No. E-1). The total estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $1,261,000. The plan of financing includes the application of $225,000 current funds appropriated from the Sanitary Sewer Remediation Trust Fund to pay a portion of said cost, application of $200,000 current funds appropriated from Community Development Block Grant Funding to pay a further portion of said cost, the issuance of $836,000 bonds of the Town to finance the balance of said appropriation and the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same, for payment of the principal of and interest on said bonds.

Section 2. Bonds of the Town are hereby authorized to be issued in the aggregate principal amount of $610,000 to finance a portion of said appropriation for CIP Project Nos. E-8, E-9, E-10 and E-45 and in the amount of $226,000 to finance a portion of said

Attachment: CertBondReso (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution -

appropriation for CIP Project No. E-1, 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").

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

(a) The period of probable usefulness of the classes of objects or purposes for which said $610,000 bonds are authorized to be issued for CIP Project Nos. E-8, E-9, E-10 and E-45, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

(b) The period of probable usefulness of the specific object or purpose for which a $33,500 portion of the bonds are authorized to be issued for CIP Project No. E-1, within the limitations of Section 11.00 a. 29 of the Law, is five (5) years.

(c) The period of probable usefulness of the specific object or purpose for which a $192,500 portion of the bonds are authorized to be issued for CIP Project No. E-1, within the limitations of Section 11.00 a. 28 of the Law, is fifteen (15) years.

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

(e) The proposed maturity of the serial bonds authorized by this resolution for CIP Project Nos. E-1 (the $192,500 portion), E-8, E-9, E-10 and E-45 will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed

Attachment: CertBondReso (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution -

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

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

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

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

Attachment: CertBondReso (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution -

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

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

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

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

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

The Resolution was declared adopted.

Attachment: CertBondReso (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution -

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on June 7, 2021, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution.

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

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertBondReso (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution -

Attachment: ROAfterPH (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution - $836,000))

At a meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 7th day of June, 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: _____

RESOLUTION AND
ORDER AFTER PUBLIC
HEARING

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of the Town of Amherst Consolidated Sanitary Sewer District (herein referred to as the "District"), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer"), to prepare a map, plan and report dated 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) 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-45); and (v) Engineering Vehicles and Equipment at the estimated maximum cost of $226,000 (CIP Project No. E-1); and

WHEREAS, the Engineer has estimated that the total estimated maximum cost of such increase and improvement of facilities shall be $1,261,000 and said map, plan and report have been filed with the Town Board; and

WHEREAS, the Town Board adopted an Order describing in general terms the proposed increase and improvement of such facilities, specifying the estimated cost thereof, and stating the Town Board would meet to hear all persons interested in said increase and improvement of facilities on June 7, 2021 at 7:00 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

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

WHEREAS, such public hearing was duly held by the Town Board on the 7th day of June, 2021 at 7:00 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the projects described herein may have on the environment and has determined that

Attachment: ROAfterPH (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution - $836,000))

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

DETERMINED, that it is in the public interest to increase and improve the facilities of the District as hereinabove described, at the total estimated maximum cost of $1,261,000; and it is hereby

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

FURTHER ORDERED, that a $836,000 portion of such cost of said increase and improvement of facilities shall be financed by the issuance of bonds of the Town on behalf of the District, and said portion of such cost, including payment of principal of and interest on said bonds, shall be paid by the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same, a $225,000 portion of such cost is proposed to be funded with current funds appropriated from the Sanitary Sewer Remediation Trust Fund and the remaining $200,000 portion of such cost is proposed to be funded with current funds appropriated from Community Development Block Grant Funding; and it is hereby

Attachment: ROAfterPH (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution - $836,000))

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

DATED: June 7, 2021

(SEAL) TOWN BOARD OF THE TOWN OF AMHERST

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

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

The Resolution and Order was declared adopted.

Attachment: ROAfterPH (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (Bond Resolution - $836,000))

Attachment: ROAfterPH (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer Rehab (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, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on June 7, 2021, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this ____ day of June, 2021.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

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-45

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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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-45). 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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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

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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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-45

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-45): $ 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/$1,000 A.V.
Typical Property Impacts: $0.8429/Year for $200,000 Property

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**

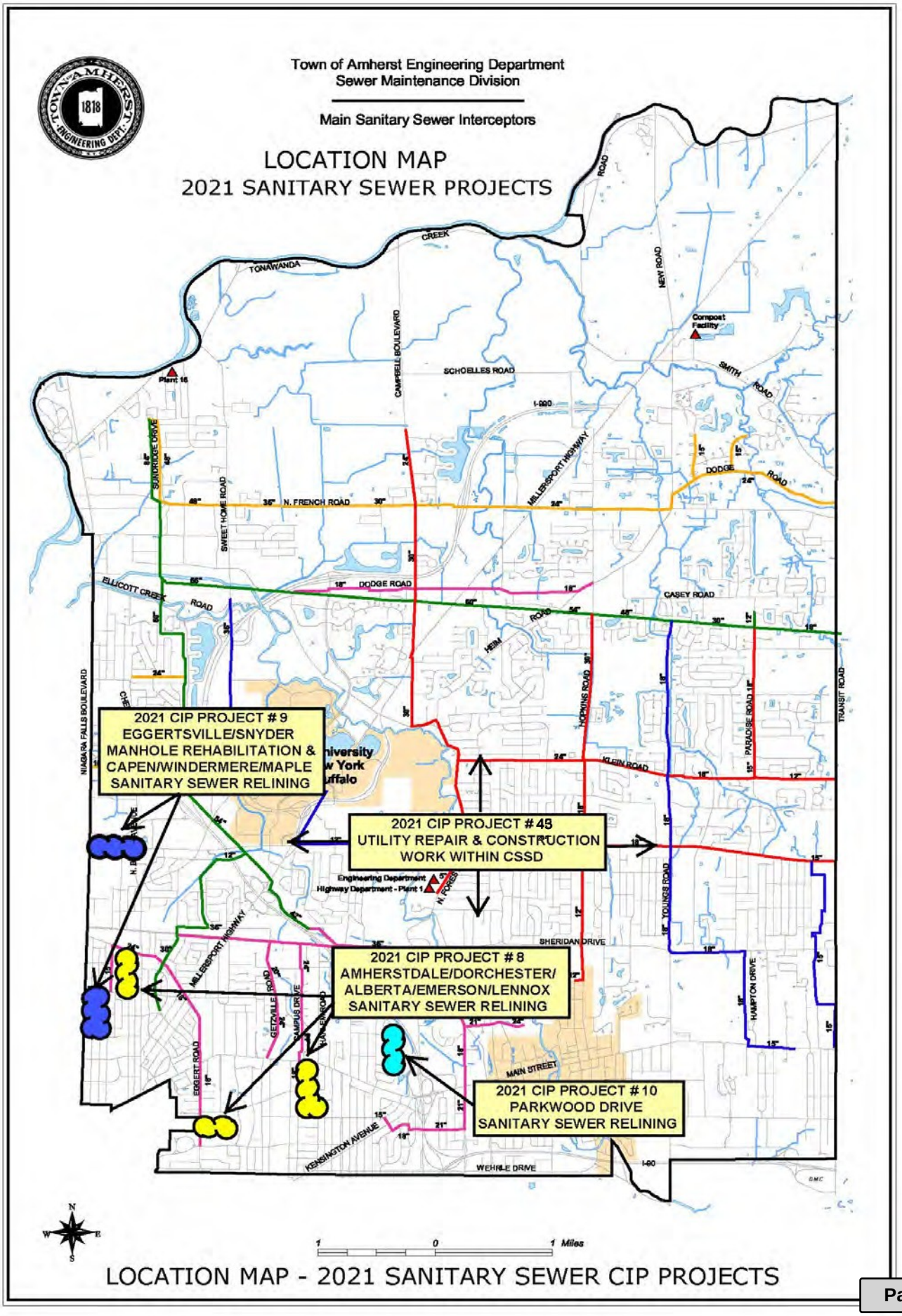
Bond Term: 15 Years

Annual Tax Impacts **$0.0016 per $1,000 AV**
$0.3252 per $200,000 property

Total Amount to be Bonded **$ 226,000.00**

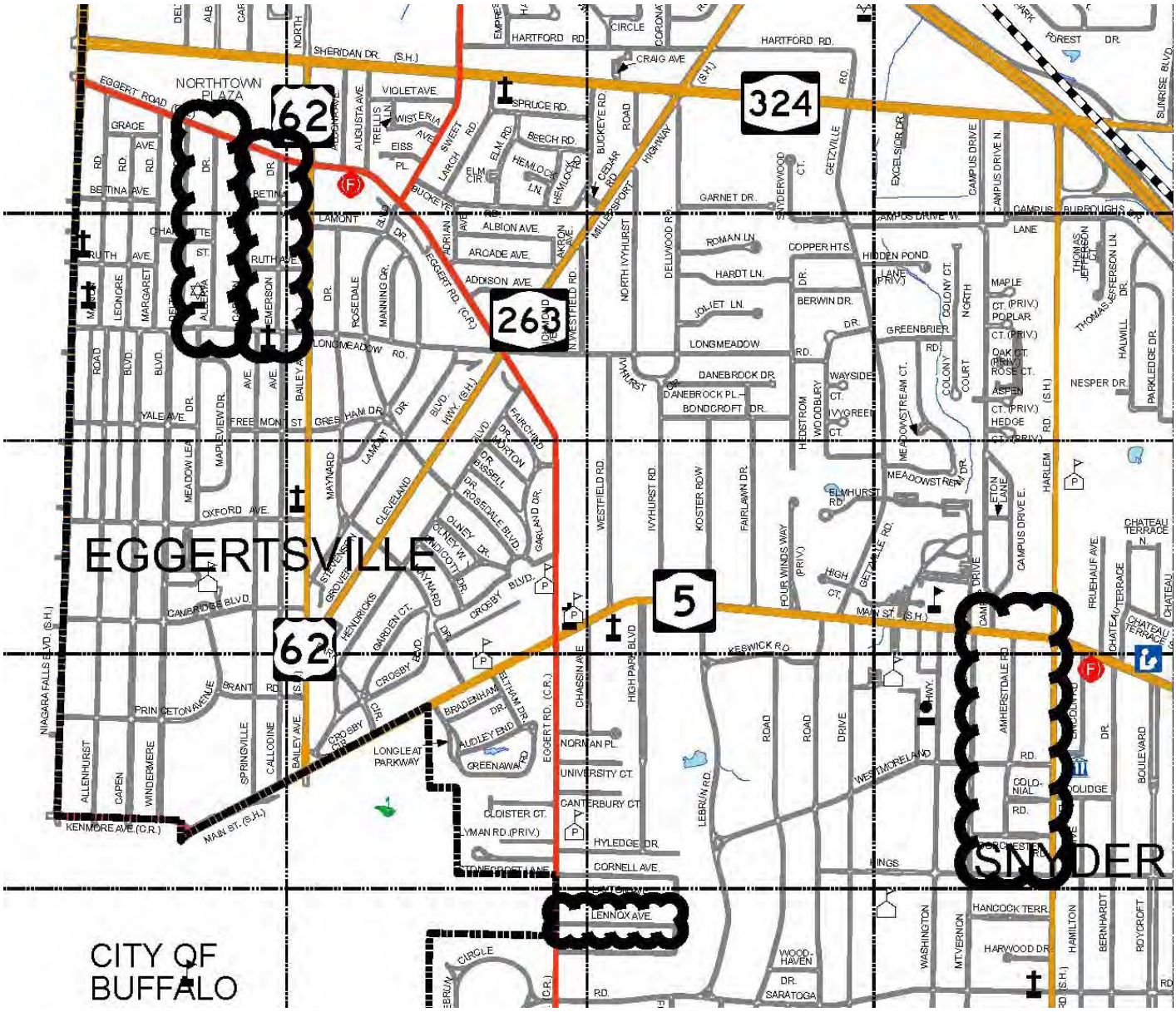
Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

APPENDIX A



Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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	EST
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	$12,5
2	Amherstdale	63	47	8	VTP	7.0	289		6	1	6	2	0	$2,240.00	$32.00	$150.00	$9,718.00	$11,6
3	Amherstdale	83	83	8	VTP	7.0	249		10	1	6	1	1	$3,940.00	$32.00	$250.00	$8,218.00	$12,1
4	Amherstdale	83	111	8	VTP	7.5	249		9	2	16	2	0	$3,480.00	$32.00	$225.00	$8,193.00	$11,6
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	$8,9
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	$8,6
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	$2,8
8	Amherstdale	195	175	10	VTP	8.0	308		7	0	0	0	0	$0.00	$34.00	$175.00	$10,647.00	$10,8
9	Amherstdale	175	167	10	VTP	6.0	67		1	0	0	0	0	$0.00	$34.00	$25.00	$2,303.00	$2,3
10	Amherstdale	167	153	10	VTP	8.0	170		5	1	12	1	0	$2,380.00	$34.00	$125.00	$5,905.00	$8,4
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	$7,6
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	$10,9
13	Colonial Drive	20	36	8	VTP	6.0	289		4	0	0	0	0	$0.00	$32.00	$100.00	$9,248.00	$9,3
14	Dorchester Road	16	195 Amherstdale	8	VTP	8.0	346		5	2	12	2	0	$2,880.00	$32.00	$125.00	$11,197.00	$14,2
15	Dorchester Road	50	205	8	VTP	6.0	63		0	0	0	0	0					
16	Dorchester Road	16	50	8	VTP	6.0	342		8	1	15	1	0	$2,825.00	$32.00	$200.00	$11,144.00	$13,9
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	$7,4
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	$14,8
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	$12,2
20	Alberta Drive	65	103	8	VTP	6.0	355		12	1	0	0	0	$0.00	$32.00	$300.00	$11,692.00	$11,9
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	$12,5
22	Alberta Drive	135	169	8	VTP	6.0	360		13	1	5	1	0	$1,275.00	$32.00	$325.00	$11,846.00	$13,1
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	$13,2
				RELINE SUBTOTAL:			5,930.0	L.F.	133	LAT.	**SANITARY REPAIR SUBTOTAL:**			$38,205.00	**RELINE SUBTOTAL:**		$192,531.00	$230,7

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	EST
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	$11,2
25	Emerson Drive	39	Ruth Avenue	8	VTP	7.5	326		10	0	0	0	0	$0.00	$32.00	$250.00	$10,882.00	$10,6
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	$10,5
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	$15,7
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	$10,9
29	Emerson Drive	169	Eggert Road	6	VTP	10.0	172		1	1	5	1	0	$1,275.00	$32.00	$25.00	$5,529.00	$6,8
30	Lennox Avenue	124	66	8	VTP	6.5	298		11	0	0	0	0	$0.00	$32.00	$275.00	$9,811.00	$9,8
31	Lennox Avenue	66	62	8	VTP	8.0	299		11	0	0	0	0	$0.00	$32.00	$275.00	$9,843.00	$9,8
32	Lennox Avenue	62	30	8	VTP	12.0	324		12	0	0	0	0	$0.00	$32.00	$300.00	$10,858.00	$10,8
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	$11,1
																MISC COST	$525.00	$5
				RELINE AMT. SUBTOTAL			3,067.0	L.F.	94	LAT.	**SANITARY REPAIR SUBTOTAL:**			$6,995.00	**RELINE COST SUBTOTAL:**		$101,119.00	$108,1
				RELINE AMT. TOTAL:			8,997.0		227	LAT.	**SANITARY REPAIR TOTAL:**			**$45,200.00**	**RELINE TOTAL:**		$293,650.00	**$338,8**

SEWER REHABILITATION COST: $338,8

TOTAL 2021 PROJECT E-8 COST

COST BREAKDOWN:

RELINING PORTION:	**$293,6**
REPAIR PORTION:	**$45,2**
LEGAL AND ADMINISTRATION:	**$1,1**
TOTAL 2021 PROJECT E-8 COST:	**$340,0**

Revised: 3/4/21

Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

TOWN OF AMHERST

ERIE COUNTY **NEW YORK**

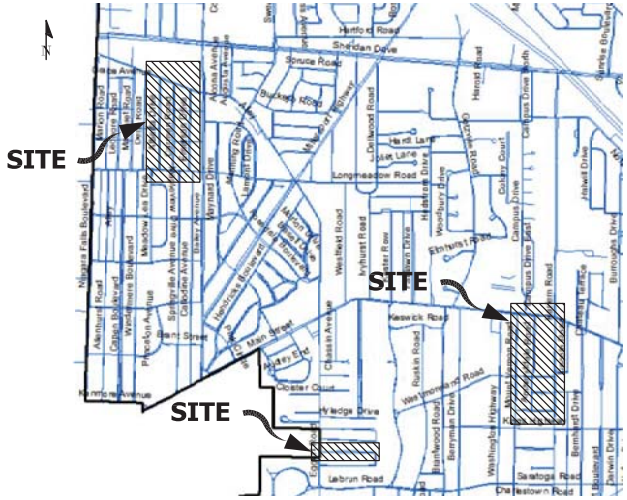
AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/ EMERSON/LENNOX SANITARY SEWER RELINING 2021 CIP PROJECT E-8 - IF #17

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
SANITARY SEWER RELINING
DESIGNED
DRAWN BY
JOB NO.: 2
CHECKED
SCALE: NT
DATE: MA
NO.
SHT.

Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After

LEGEND

SANITARY SEWERS TO BE RELINED

AMHERSTDALE ROAD AND SURROUNDING AREA

SCALE: 1" = 100'

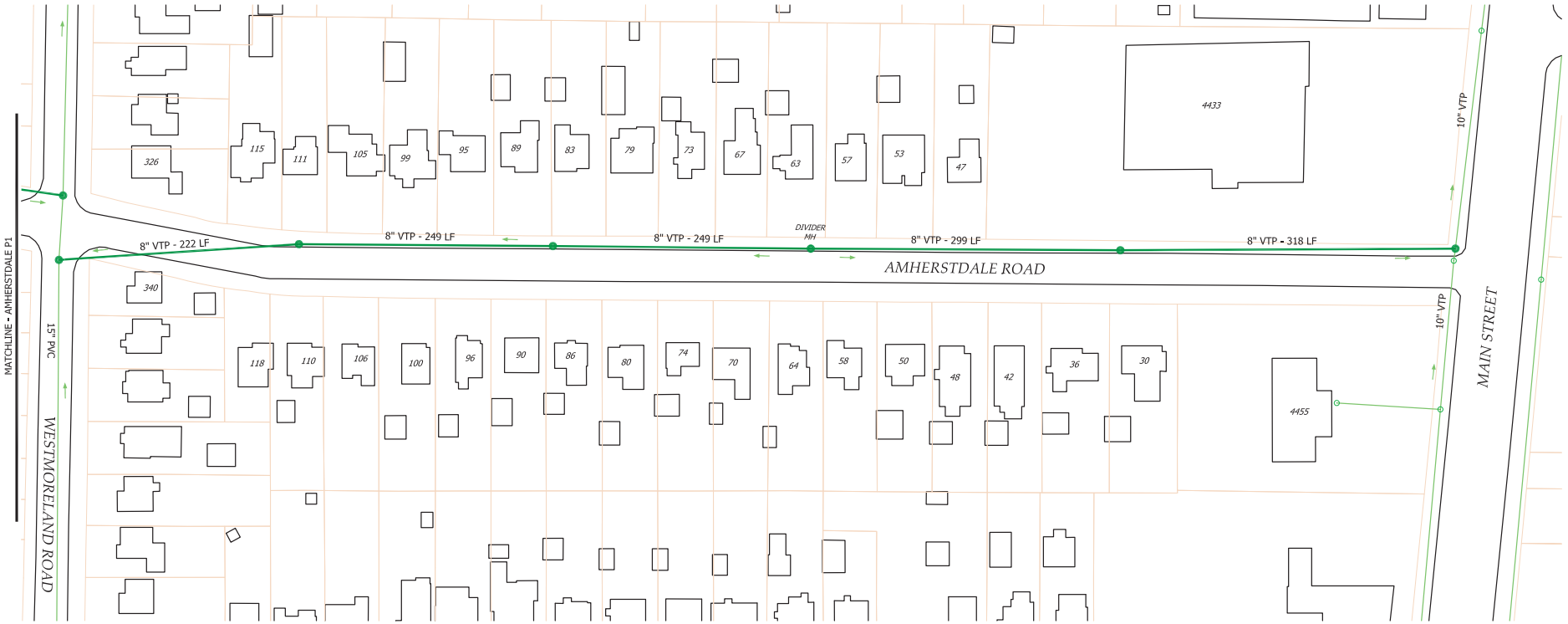
TOWN OF AMH
JEFFREY S. BURROU
G DEPA
FOREST
VILLE,

AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/EMERSON/LENNOX

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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After



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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After

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

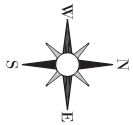
SCALE: AS

DATE: MA

NO.

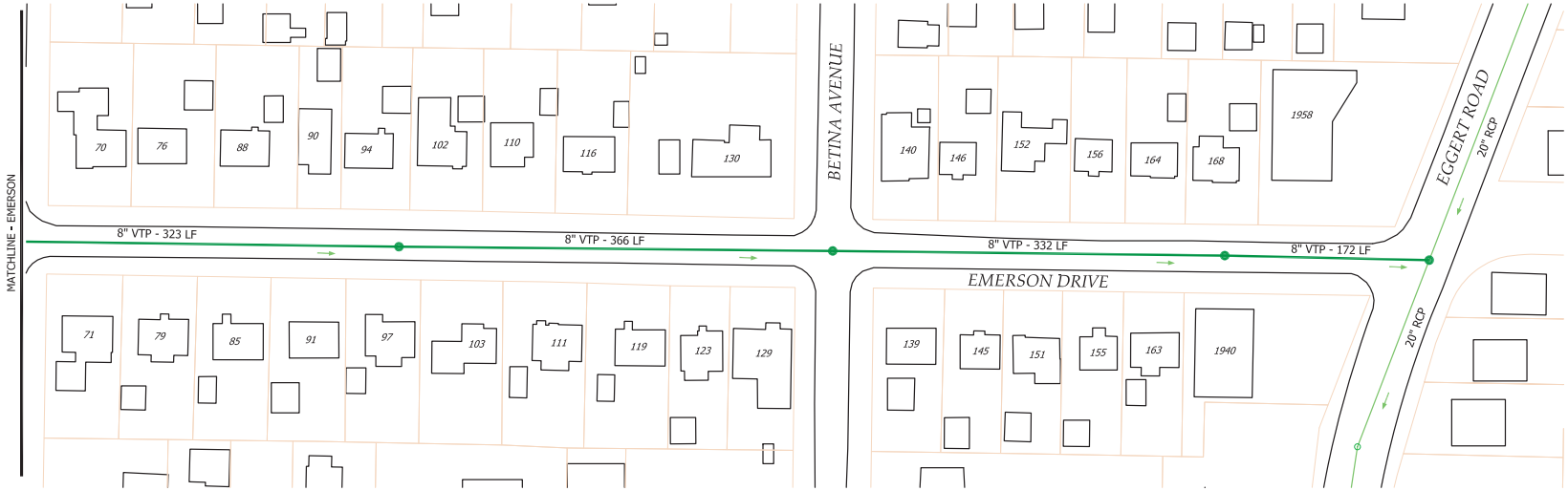
SHT.

Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After



EMERSON DRIVE

SCALE: 1" = 100'



EMERSON DRIVE

SCALE: 1" = 100'

LEGEND

SANITARY SEWERS TO BE RELINED

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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After

LENNOX AVENUE

SCALE: 1" = 100'

LEGEND

SANITARY SEWERS TO BE RELINED

TOWN OF AMHE

AMHERSTDALE/COLONIAL/DORCHESTER/ALBERTA/EMERSON/LENNOX

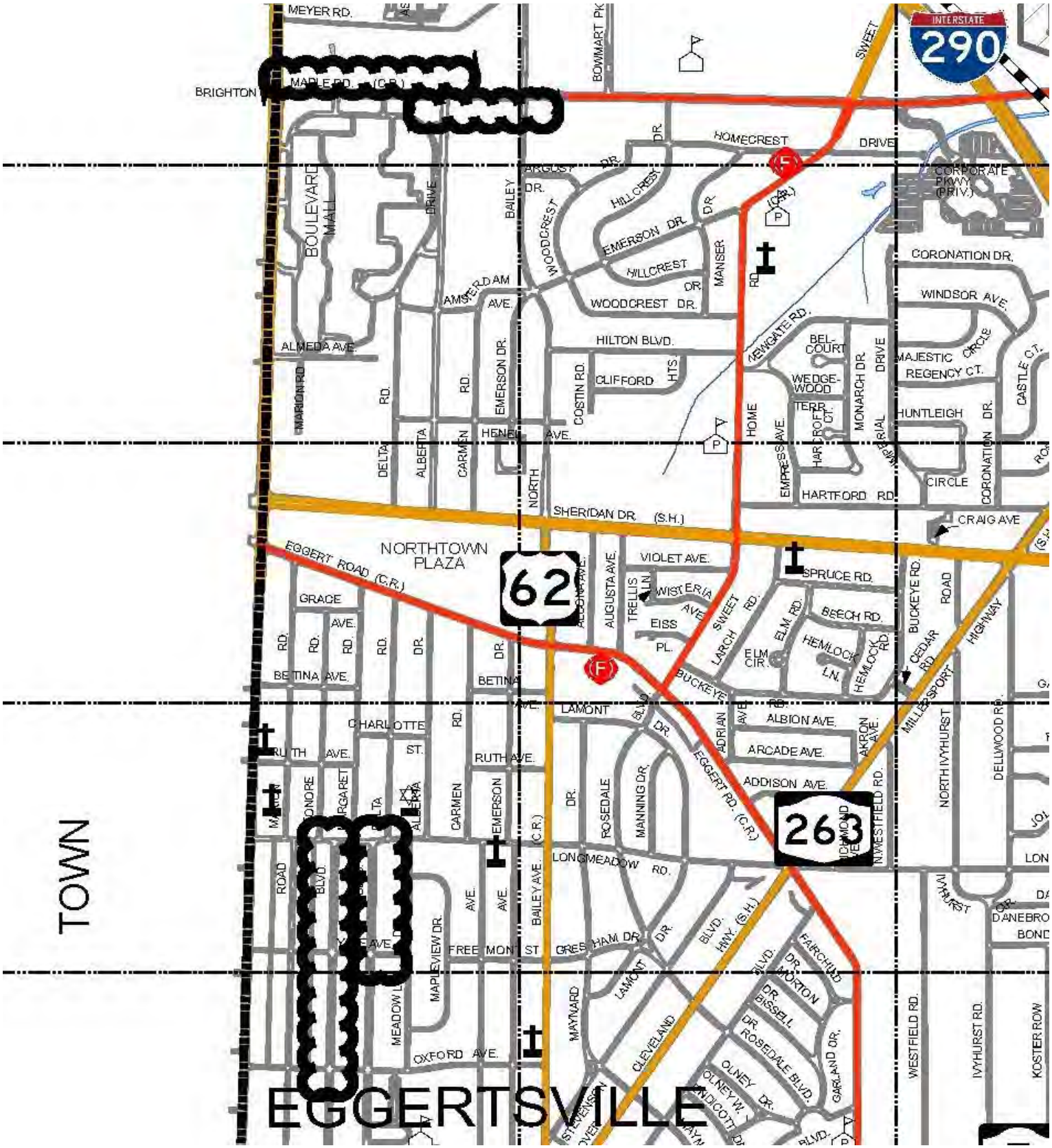
PLAN - LENNOX AVENUE

DESIGNED
DRAWN BY
JOB NO.:
CHECKED
SCALE: AS
DATE: MA
NO.

SHT.

Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After

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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

TOWN OF AMHERST

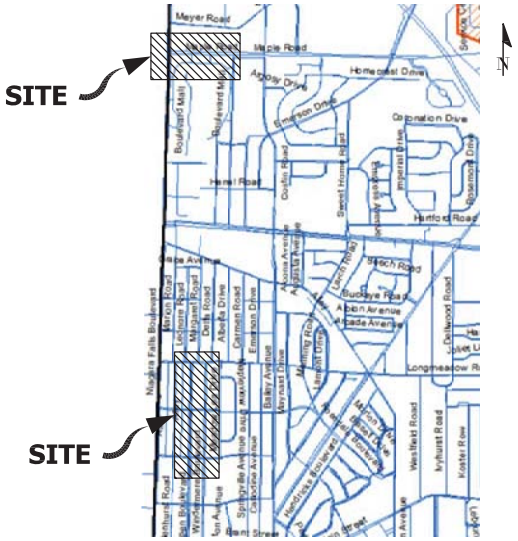
ERIE COUNTY **NEW YORK**

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



MARCH 2021

Town Attorney
Stanley J. Sliwa

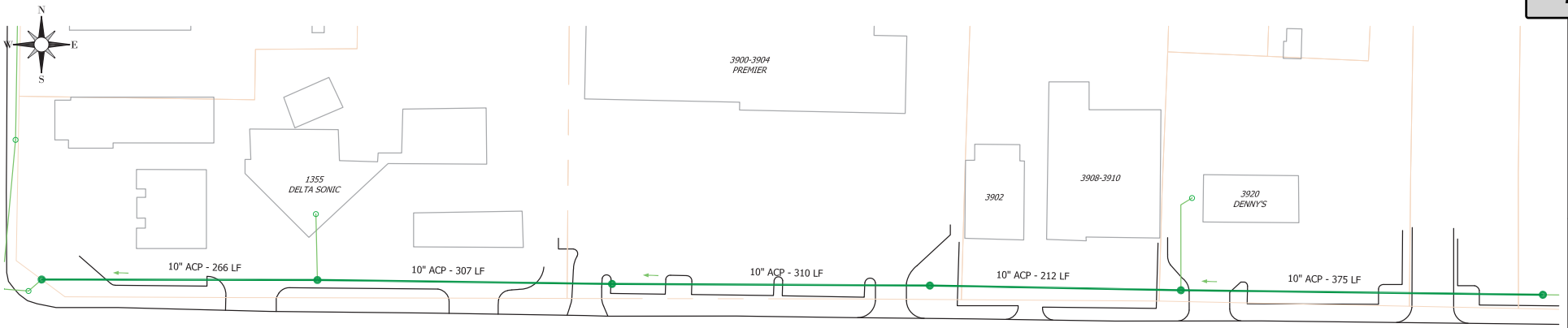
Town Engineer
Jeffrey S. Burroughs, P.E.

Supt. of Highways
Patrick G. Lucey

Town Clerk
Francina J. Spoth

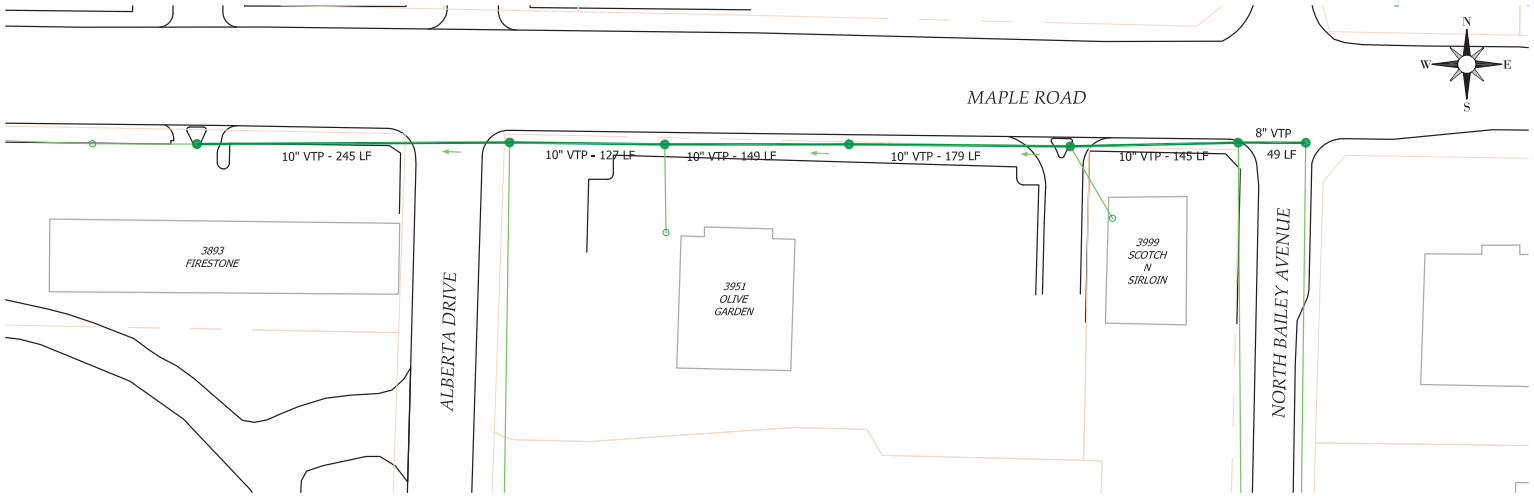
DRAWING INDEX		
SHEET NUMBER	DRAWING NUMBER	DESCRIPTION
1	T1	COVER SHEET
2	P1	MAPLE ROAD
3	P2	CAPEN/WINDERMERE
4	P3	CAPEN/WINDERMERE

Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After



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

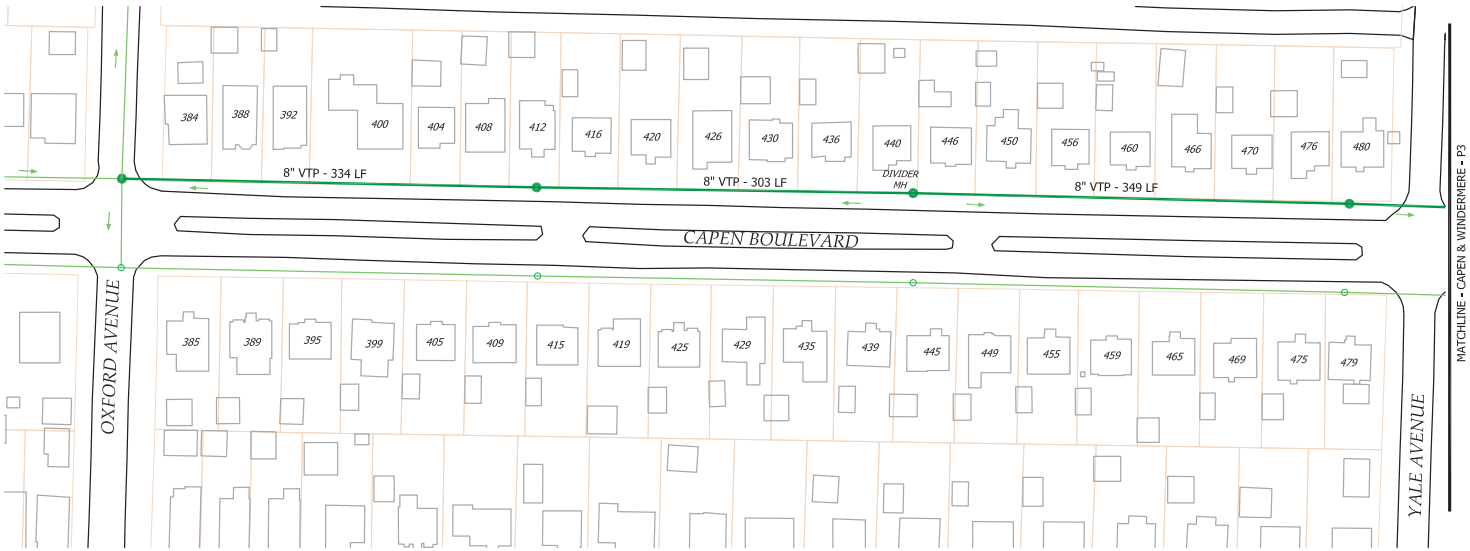
SCALE: AS

DATE: MA

NO.

SHT. N

Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After



CAPEN BOULEVARD

SCALE: 1" = 100'

LEGEND

SANITARY SEWERS TO BE RELINED

TOWN OF AMH

EGGERSTVILLE/SNYDER MANHOLE REHABILITATION &

DESIGNED
DRAWN BY:
JOB NO.: 2
CHECKED B
SCALE: AS
DATE: MAR
NO.

SHT.

Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After

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.: 20

CHECKED B

SCALE: AS

DATE: MAR

RE

NO. BY

SHT. N

Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After

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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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		357

	SEWER REHABILITATION COST: $57,7
TOTAL 2021 PROJECT E-10 COST:	COST BREAKDOWN:
	RELINING PORTION: $55,(
	REPAIR PORTION: $2,7
	LEGAL AND ADMINISTRATION: $
	TOTAL 2021 PROJECT E-10 COST: $58,0

Revised 3/4/21

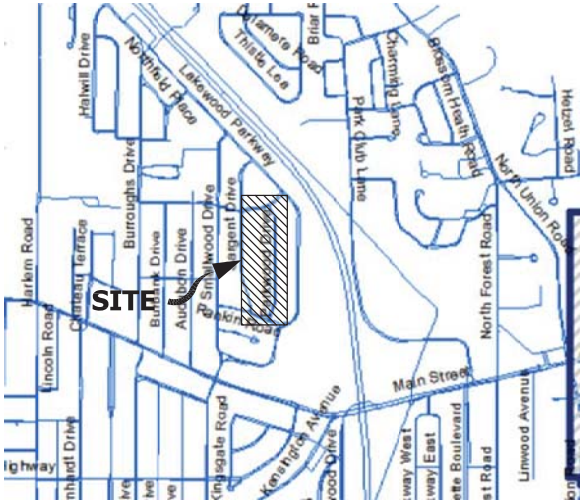
Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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

Town Attorney
Stanley J. Sliwa

Town Engineer
Jeffrey S. Burroughs, P.E.

Supt. of Highways
Patrick G. Lucey

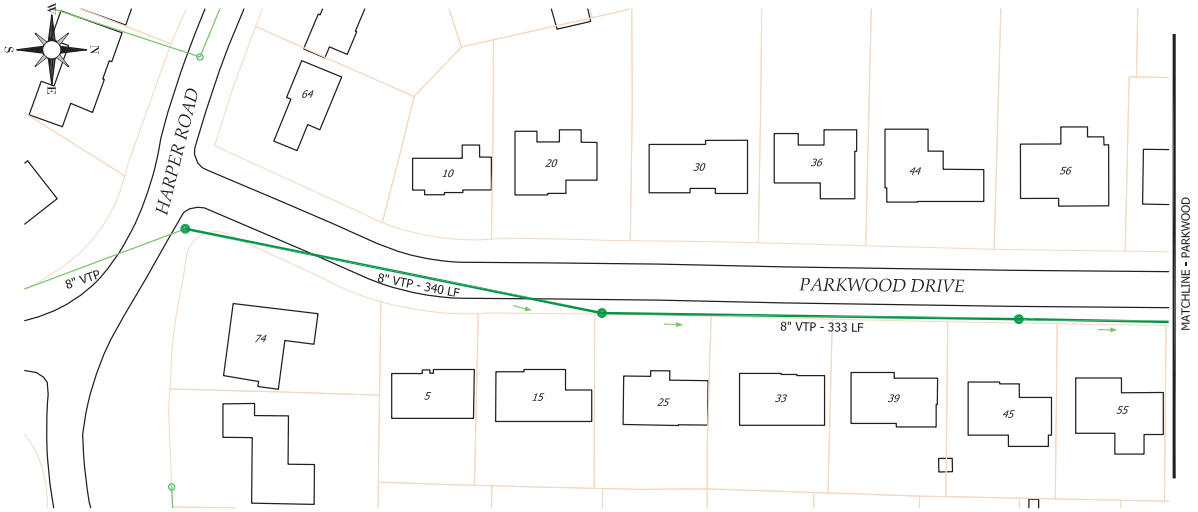
Town Clerk
Francina J. Spoth

DRAWING INDEX		
SHEET NUMBER	DRAWING NUMBER	DESCRIPTION
1	T	TITLE PAGE
2	P1	PARKWOOD DRIVE

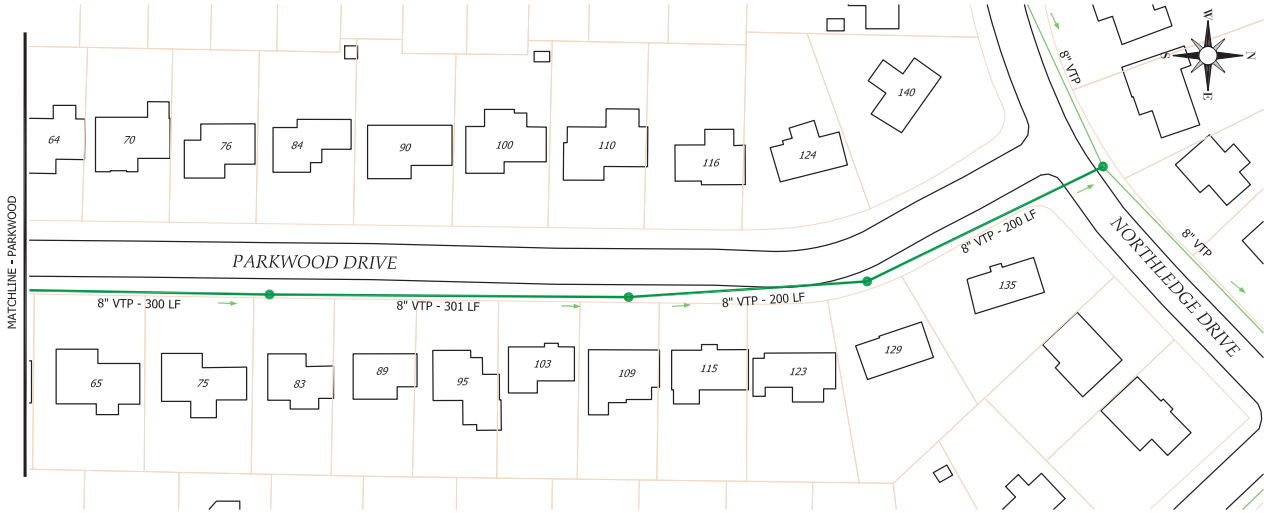
MARCH 2021

TOWN OF AMHERST
ENGINEERING DEPARTMENT
PARKWOOD DRIVE SANITARY SEWER RELINING
TITLE PAGE
DESIGNED
DRAWN BY
JOB NO.:
CHECKED
SCALE: AS
DATE: MA
NO.
SHT.

Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After



PARKWOOD DRIVE
SCALE: 1" = 100'



PARKWOOD DRIVE
SCALE: 1" = 100'

LEGEND
SANITARY SEWERS TO BE RELINED

TOWN OF AM
JEFFREY S. BURROU
G DEPA
FOREST
VILLE,

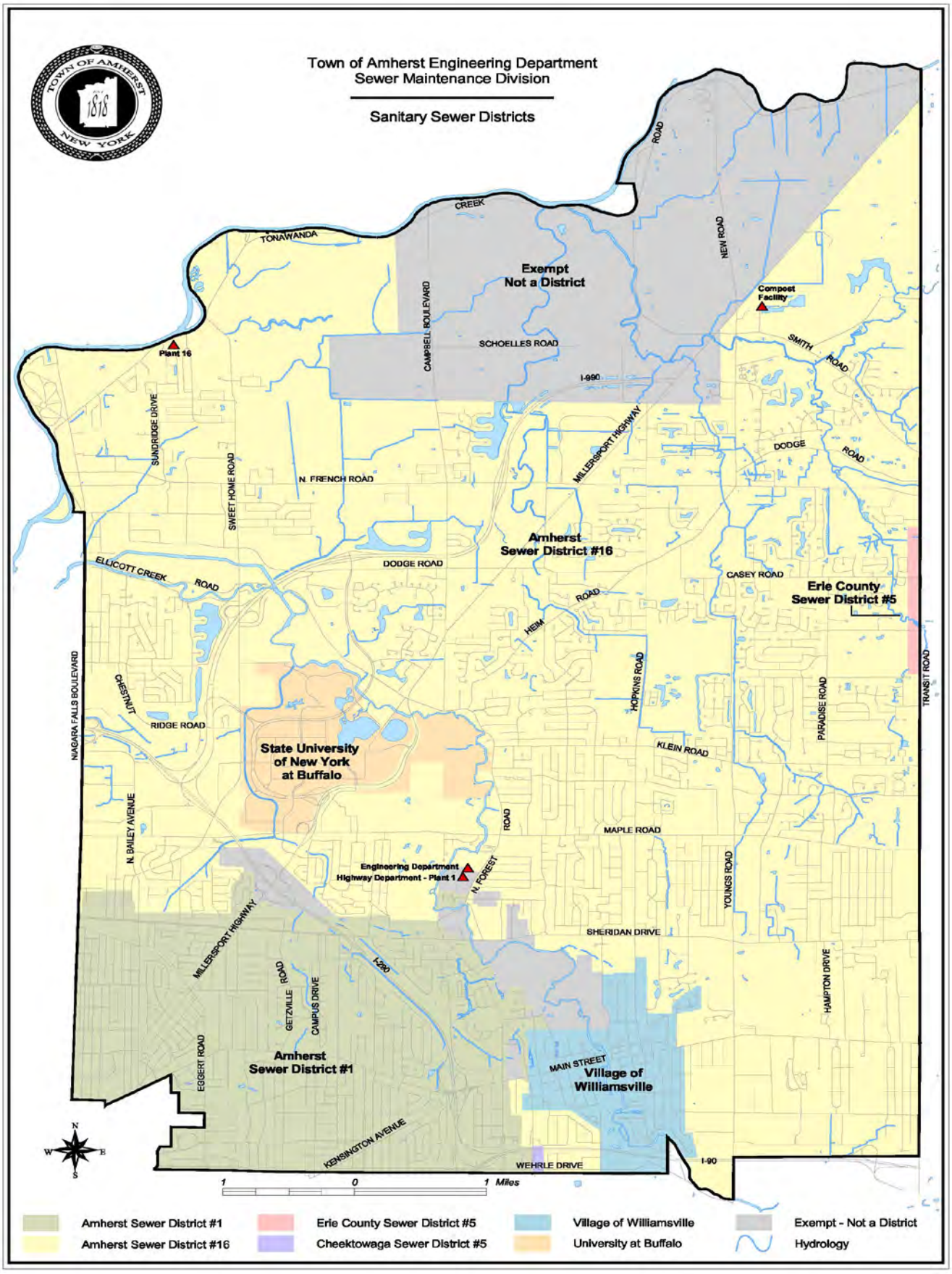
PARKWOOD DRIVE SANITARY SEWER RELINING

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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After

APPENDIX E.1



LOCATION MAP – 2021 CIP PROJECT E-45

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-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

APPENDIX F.1

SEQR INFORMATION

ALL PROJECTS

Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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 E45
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 & E45.

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-45, 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

Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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 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

Attachment: MPR E-8 E-9 E-10 E-45 Sanitary Sewer Rehab (RES-2021-464 : Resolution and Order After Public Hearing - 2021 Sanitary Sewer

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 23333 **RESOLUTION 2021-465** **ADJOURNED**

2190 Wehrle Drive Rezoning

2nd REVISED
DRAFT RESOLUTION
(06/21/2021)

Adoption of Local Law to Amend the Zoning Map
(2190 Wehrle Drive, Z-2021-01)

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 April 15, 2021 that the proposed Office Building District (OB) zoning at 2190 Wehrle Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

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

6/07/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

Omar Abu-Sitta, Acquest Development, presented and answered questions.

The following speakers addressed the Town Board:
Ann Tsuchyna, 281 Bellingham Dr. - Concerned for the impact on their quality of life, water, wetlands; better buffer and greenspace
Tom Tsuchyna, 281 Bellingham Dr. - Voiced his concerns with the development of the property

There were no further speakers therefore, Supervisor Kulpa moved to adjourn the hearing until June 21st, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:42 PM.

6/21/2021

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 7:09 PM.

There were no speakers from the public. Supervisor Kulpa motioned to adopt the negative declaration, seconded by Deputy Supervisor Berger and approved 4-1 (nay, Bucki).

Supervisor Kulpa then moved to close the public hearing, seconded by Deputy Supervisor Berger and approved 5-0. The public hearing was closed at 7:15 PM.

A motion to amend the resolution and use the 2nd revised resolution without conditions was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved 4-1 (nay, Bucki). A motion to adopt as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved 4-1 (nay, Bucki).

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 6/21/2021 7:00 PM**
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, AI
Planning Director

Ellen M. Kost, AICP
Assistant Planning Dire

MEMORANDUM June 4, 2021

Town Board Agenda June 7, 2021

TO: Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: **Revised Resolution** 2021-465
Request to Rezone 5.67± acres of land from Residential District Three (R-3) to Office Building (OB); property located at 2190 Wehrle Drive; Acquest Development, Petitioner. Z-2021-01

Attached is a draft revised Resolution for the above referenced action which includes conditions placed by a previous Town Board on December 17, 2001 for a rezoning that was not finalized by the petitioner Niskayuna Square, LLC.

Please contact me if there are any questions.

X:\Current_Planning\Files\Rezonings\2021\Z-2021-01_(2190_Wehrle_Dr)_2021\RevisedTownBoardMemo_060721.docx
cc: Town Attorney
Town Clerk

Attachment: RevisedTownBoardMemo_060721 (RES-2021-465 : 2190 Wehrle Rezoning)

D R A F T (June 7, 2021)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Project**: Z-2021-01
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:

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

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

Title of Action:	Rezoning Request.
SEQR Status:	Unlisted action.
Description of Action:	Rezoning of 5.67± acres of land from Residential District Three (R-3) to Office Building District (OB) to allow for the future use and development of an office park development on the site.
Location:	2190 Wehrle Drive, Town of Amherst, Erie County, New York
Petitioner:	Acquest Development.

Attachment: Z-2021-01_TB_draft_neg_dec (RES-2021-465 : 2190 Wehrle Rezoning)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 5.67 ± acres of land from Residential District Three (R-3) to Office Building District (OB) for a proposed office development will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on February 25, 2021 reviewed the application and EAF submitted on February 22, 2021 and had no objection or comments on the proposed rezoning.

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

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on February 24, 2021 reviewed the application and EAF submitted on February 22, 2021 and has no objection or comments on the proposed rezoning.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, prior to any soil disturbance or construction activities The NYS Office of Parks, Recreation, Historic Preservation will review the project and determined that there will be no impact on or will it impair the character or quality of important historical resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from Residential District Three (R-3) to Office Building District (OB). Neighboring uses are office developments and Utility transmission lines and zoned R-3 and OB; therefore, the project is consistent with surrounding land use.

Attachment: Z-2021-01_TB_draft_neg_dec (RES-2021-465 : 2190 Wehrle Rezoning)

6. The proposed rezoning to OB for a proposed office development will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to OB for the proposed office development will not create any hazard to human health.

8. The rezoning to OB will cause a substantial change in the use, and the intensity of use, of the subject land, however, the proposed office development will be consistent with the scale of surrounding land uses.

9. The rezoning to OB for the proposed office development will increase the number of people using the site over its previous level of use, however, there is sufficient road and utility infrastructure to accommodate the proposed increase.

10. Review by the Town Traffic/Safety Board on March 3, 2021 indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on February 24, 2021, engineering on February 25, 2021, Traffic/Safety Board on March 3, 2021, Assessor on March 3, 2021, and Fire Chiefs' Council on March 15, 2021. 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

BK/SM /ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-01_(2190_Wehrle_Dr)_2021\Z-2021-01_TB_Letter_06012021.doccc:
Amherst Town Clerk
Amherst Building Department
ECDEP
Acquest Wehrle LLC

Attachment: Z-2021-01_TB_draft_neg_dec (RES-2021-465 : 2190 Wehrle Rezoning)

LOCAL LAW NO. __ -2021

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE TO REZONE 2190 WEHRLE DRIVE FROM R-3 TO OB 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 2190 Wehrle Drive from R-3 to OB 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 2190 Wehrle Drive from R-3 to OB zoning has been filed and is in proper order. The Town Board further finds that the request including the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from R-3 to OB zoning of 2190 Wehrle Drive, **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 and State of New York, and being part of Lot No. 105, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

Beginning at a point in the southwest corner of Lot No. 105 in the center line of Wehrle Drive, a public highway (66 feet wide); thence northerly along the west line of said Lot No. 105, 1696.26 feet to the south line of lands owned by George N. Karl by deed recorded in the Erie County Clerk's Office in Liber 3265 of Deeds at page 524; thence easterly along said Karl's south line and parallel with the south line of Lot No. 105, 150 feet; thence southerly and parallel with the west line of Lot No. 105, 1696.26 feet to the center line of

Attachment: draft local law (RES-2021-465 : 2190 Wehrle Rezoning)

Wehrle Drive (66 feet wide); thence westerly along the center line of Wehrle Drive (66 feet wide) 150 feet to the place of beginning.

EXCEPTING from the above described premises that portion thereof conveyed to the County of Erie for widening of Wehrle Drive, as described in Deed recorded in Liber 11092 of Deeds at page 3872 on March 17, 2005.

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 (RES-2021-465 : 2190 Wehrle Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directc

Ellen M. Kost, AICP
Assistant Planning Di

Town Board Agenda of June 7, 2021

June 1, 2021

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

Subject: Request to rezone 5.67± acres of land from Residential District Three (R-3) to Office Building District (OB); property located at 2190 Wehrle Drive, Acquest Development, Petitioner. (Z-2021-01).

Honorable Members:

The subject property is a 5.67± acre rectangular parcel located on the north side of Wehrle Drive, 0.59 ± miles east of Youngs Road and 0.79 ± miles west of Transit Road.

The site is presently vacant and was formerly occupied by a single-family home that has been demolished. A National Grid right-of-way is located adjacent to the west side of the subject parcel.

Wehrle Drive is an Erie County Highway highway designated as a minor arterial in the Town of Amherst Bicentennial Comprehensive Plan.

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

The purpose of this request is to allow the applicant who owns the 19± acre parcel adjacent easterly at 2220 Wehrle Drive and zoned OB to combine the two parcels for a future office park on the 25± acres of the combined properties.

There is one previous rezoning request on the subject property that rezoned it from R-3 to OB:

Z-2000-23: Request to rezone 5.7 ± acres from R-3 to OB (Town Board approved on December 17, 2001 with conditions)

continued . . .

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

- The requirements of the ECDPW as stated in memo dated 11/15/01 be addressed for the development of Phase 1 (40,000 sq ft) prior to any final site plan approval for that phase. Any site plans for subsequent phases will be required to update the TIS so that the impact of the office park may be monitored relative to planned road improvements and other developments in the area.
- The heights of the buildings and structures be limited to 1 story and 35 ft. from finished grade on the east side of the proposed subdivision road.
- A minimum 50 ft. greenspace buffer be provided along the east property line of 2220 Wehrle Dr.
- The EPA sewer connection moratorium be approved prior to any connections to the sanitary sewer system.
- A vehicular connection to the Limestone Office Park from the proposed access road be required when the development extends beyond 800 ft. from Wehrle Dr.
- No connection east or west on stub street to or from the development.

There is one previous site plan action on the subject property.

SP-2002-10 The Planning Board on July 11, 2002 approved a site plan for a 2 story 51,200 sq. ft. office building with parking for 214 vehicles. 365 ft. of the approved road was planned to be constructed to serve this development. See site plan actions below for the combined parcels.

There are two previous site plan actions on the subject property in conjunction with the property located at 2220 Wehrle Drive.

SP-2000-16 The Planning Board on May 16, 2002 approved a site plan for 1,675 lineal feet of public road and R.O.W. to service a future business park.

SP-2000-16A An application to amend the previously approved site plan was filed on April 14, 2005 for 750 lineal feet of the public road and R.O.W. to service a future business park. This request was never brought before the Planning Board.

History of Litigation

- In June of 2005, Acquest purchased 2190 Wehrle, the property adjacent to (west of) 2220 Wehrle.
- In March of 2006, the Amherst Town Board passed a resolution terminating Acquest's proposed office project because of a 50-year sewer moratorium imposed by the US Environmental Protection Agency due to the presence of federal wetlands. This moratorium was set in 1983 and applied to the subject property at 2190 & 2220 Wehrle.

continued . . .

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

- January 2007, the Town of Amherst passed a resolution reaffirming the EPA moratorium.
- In 2009, the United States started litigation against Acquest Development alleging violations against the Clean Water Act.
- In 2009, Acquest Wehrle LLC commenced litigation against the Town of Amherst alleging a taking without just compensation.
- In 2017, the United States voluntarily dismissed the action and a decision was rendered. The court granted the dismissal with prejudice; the action could no longer be litigated. The dismissal with prejudice stated that both 2190 & 2220 Wehrle contain no New York State or Federal designated or regulated wetlands or Waters of the United States, and these properties are no longer subject to the EPA Moratorium established in 1983.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Figure 6 in the Bicentennial Comprehensive Plan indicates the subject parcel designated for commercial land use, therefore the rezoning request would conform with the Comprehensive Plan.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposal is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide the future development of the Town so as to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

Surrounding zoning classifications include Residential District Three (R-3) to the east and west; Research Development District (RD) and Recreation Conservation District (RC) to the south; and MFR-5 and commercial (OB) to the east and north. The rezoning of the subject parcel from R-3 to OB would be consistent with the surrounding zoning classifications.

ADEQUATE SERVICES AND UTILITIES

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

continued . . .

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

Honorable Town Board

Rezone land from R-3 to OB
property located at 2190 Wehrle Drive
Agenda of June 7, 2021

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,

for Daniel C. Howard, AICP
Planning Director

DCH/SM/ac
Att.
X:\Current_Planning\Files\Rezonings\2021\Z-2021-01_(2190_Wehrle_Dr)_2021\Z-2021-01_TB_Letter_06012021.doc
cc: Stanley Sliwa, Town Attorney

Planning Board Approval April 15, 2021
Ayes 4, Noes 1 (Chmiel), Absent (Gelber, Gill)

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2021-01

PETITIONER

Acquest Development
5554 Main St.
Williamsville NY 14221

PROPERTY LOCATION

2190 Wehrle Drive

WHEREAS the Town of Amherst Planning Board on Thursday, April 15, 2021 held a remote public hearing on the proposed rezoning of land from R-3 to OB, 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 commercial-office use in this area of the Town.

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

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

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

E. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act is required since hydric/potentially hydric soils have been identified on the parcel.

APR23'21 AM 9:31 RCVD

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2021-01

PETITIONER

Acquest Development

PROPERTY LOCATION

2190 Wehrle Drive

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 subject to the following condition:

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

The foregoing resolution was adopted by the Town of Amherst Planning Board, April 15, 2021; moved by - Penberthy; seconded by - Giuliani; Ayes 4, Noes 1 (Chmiel), Absent (Gelber, Gill).

Robert J. Gilmour, Chair

4-22-21
Date

TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-01_(2190_Wehrle_Dr)_2021\Z-2021-01_Resolution_041521.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Omar Abu-Sitta, Aquest Development, 5554 Main St., Williamsville NY 14221

APR23'21 AM 9:31 RCVD

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

RECEIVED
FEB 22 2021
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

File #: Z-2021-1 Acreage 5.696± Fee $ 2265

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. TV 2/22/21 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**		X
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**	X
	TOTAL FEE:	$2265

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: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: Acquest Wehrle LLC

Address: 5554 Main Street

Williamsville (City) New York (State) 14221 (Zip Code)

Phone: 716-204-3570 Fax: 716-204-3560

E Mail omar@acquestdevelopment.com

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

From: R-3 District

To: OB District

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

2190 Wehrle Drive, Williamsville, NY 14221

SBL #: 81.02-1-11

4. **Area of land to be rezoned** (in acres): 5.696

5. **Owner of Land**:

Name: Acquest Wehrle LLC

Address: 5554 Main Street, Williamsville, NY 14221

Telephone: 716-204-3570

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

Name: Omar Abu-Sitta, Acquest Development

Address: 5554 Main Street

Williamsville NY 14221

City State Zip Code

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

_____Option to purchase

__X__Owner

_____Other (explain) _____

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

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.**

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:

Conceptual Site Plan shows multiple office buildings of various sizes in a well-spaced, parklike setting. The character will be well defined in the forthcoming Site Plan submission.

B. Rationale for rezoning request:

1. Why was this site chosen?

The applicant owns the adjacent 19.217 acre property.

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

The current zoning of R-3 does not permit uses other than single family residential. As evidenced by surrounding uses and the Town of Amherst's Bicentennial Comprehensive Plan OB is the appropriate use and zoning for the property.

3. How will this rezoning impact surrounding properties?

The property is surrounded by office uses and will have a minimal impact .

4. How will this rezoning impact the school system?

No impact on school system.

12. Quantitative Data:

A. Total # of dwelling units -0-

B. Distribution of dwelling units by type N/A

C. Gross Residential Density per acre N/A

D. Total amount of Open Space TBD

E. Proposed Non-Residential Floor Area TBD

13. Development Schedule:

Start TBD

Finish TBD

Stages (# of) TBD

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

There are no immediate plans for the property to be sold or leased.

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

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

The location of Office Uses in the Town of Amherst are not clustered into a single "Central Business District" and as such "there are two primary concentrations of existing/planned commercial office development in Amherst". Southeast Amherst between Wehrle Drive and Sheridan is identified as one of these areas and shown on the Conceptual Land Use Plan.

See Comprehensive Plan at 3.3.4 and 3.3, Figure 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.

N/A. Rezoning is consistent with the Comprehensive Plan.

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

Sec. 1-2-2 (k) of the Zoning Ordinance states as one of its objectives "To guide the future development of the town so as to bring about the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan". Rezoning is consistent with the Comprehensive Plan.

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

1. Sanitary Sewer — Available
2. Storm Sewer/Drainage — Available
3. Water — Available
4. Other — Natural gas, power, fiber optics

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

The proposed (OB) zoning is consistent with the adjacent property to the east and north, both are zoned OB. The west property line abuts a wide utility easement. OB zoning is consistant with the character of the neighborhood and surrounding property.

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

Section 3-6-1 of the Zoning Ordinance states that the purpose of the current zoning (R3) is "To provide areas within the Town for low-density single-family detached residential development where each dwelling unit shall be located on an individual lot of at least 8,450 square feet.". Wehrle Drive is identified as a "Minor Arterial" road and a "Commercial Corridor" see Comprehensive Plan Figures 9 and 10. Single-family residential is not a suitable use for the property.

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

The proposed change will meet the specific demands and long-term plans of the Town as outlined in the Comprehensive Plan.

17. The petitioner encloses herewith the sum of $ 2,265 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

Signature of Petitioner

Subscribed and sworn to before me this 22nd day of February 2021

Notary Public, Erie County, New York Cindy Daumen

Cindy Daumen
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DA6169974
Qualified in Erie County
Commission Expires July 2, 2021

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: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

Rezoning Application Requirements and Checklist

The following checklist outlines the information required by the Town of Amherst to accept a Rezoning application. ***It is strongly recommended that you make an appointment with Planning Staff to discuss what information will be needed to address the items shown on the checklist.***

Item No.	Item	Submitted	Official use
I Application Information			
1.0	**Town of Amherst Rezoning / Comprehensive Plan Amendment Application Form (available from Planning Department)**	x	
1.1	Name, address, and contact information of the petitioner	x	
1.2	Name and address of property owners(s) – if different than petitioner	x	
1.3	If petitioner is different than property owner, provide statement describing interest in property and a letter from the property owner authorizing the application	x	
1.4	Identify existing and proposed zoning and acreage of area proposed to be rezoned	x	
1.5	Parcel addresses and Section, Block, and Lot (SBL) numbers of all properties proposed to be rezoned. Indicate if a portion of any parcel is involved, if applicable	x	
1.6	Statement of planning objectives to be achieved by the proposed rezoning, including the following: • How the proposed zoning and development plan meets the objectives of the Comprehensive Plan • A description of the character of the proposed development • The rationale behind the assumptions that are presented	x	
1.7	Cite specific maps and / or figures in the Comprehensive Plan that must be amended to support the proposed zoning and provide suggested amendments	x	
1.8	A general statement about how any proposed open space will be maintained (if applicable)	-	
1.9	A development schedule indicating the approximate date when construction is expected to begin and be completed. Identify schedule of any proposed phasing of the development (attach pages as necessary)	-	
1.10	A statement of the petitioner's intentions regarding future sale or leasing of all or portions of the proposed development	x	
II Survey and Legal Description			
1.0	**Complete boundary survey that includes all existing structures, acreage, legal description, and easements plotted to scale by a NYS licensed land surveyor**	x	
1.1	Raised/wet seal and signature of licensed surveyor	x	
1.2	Clear delineation and acreage of area to be rezoned if different than property boundary	x	
2.0	**Legal Description of the total area proposed to be rezoned. (must be consistent with area shown to be rezoned on boundary survey)**	x	

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

Item No.	Item	Submitted	Official use
III Concept Plan (if required by the Planning Board)			
1.0	**Conceptual development plan drawn to scale (no larger than 24" x36" format and folded into 8 ½" x 11" size)**	X	
1.1	North arrow	X	
1.2	Scale of drawing	X	
1.3	Property lines (existing and proposed)	X	
1.4	Unique natural features and tree cover	X	
1.5	Information on land controlled by the applicant located within 500 feet of the perimeter of the area proposed to be rezoned	X	
1.6	Location of all proposed structures and other improvements	X	
1.7	Number and type of dwelling units (if applicable)	-	
1.8	Gross square feet of commercial space (if applicable)	-	
1.9	Maximum structure heights	-	
1.10	Architectural sketches	-	
1.11	Existing and proposed contours	-	
1.12	Existing utility systems (sanitary sewers, water, storm drainage)	-	
1.13	Location of proposed storm water detention or retention facilities	-	
1.14	Proposed land use arrangement	-	
1.15	Location of all parking, loading, stacking and interior circulation drives	-	
1.16	Location of proposed curb cuts	-	
1.17	Location of cross access drives to adjacent parcels	-	
1.18	Pedestrian circulation system	-	
1.19	Location of NYSDEC wetlands (including buffer area) and/or federal wetlands; indicate jurisdictional status	X	
1.20	Location of floodway and 100-year floodplain (if applicable)	-	
1.21	Location and purpose of any proposed easements	-	
1.22	Location and proposed development of all open spaces, including parks, playgrounds, conservation areas, and dedicated open space; indicate intended ownership of such areas	-	
1.23	Additional data as required by the Planning Board	X	
V Other Required Information			
1.0	**Completed and signed Environmental Assessment Form**		
11	Soil boring report and geotechnical report prepared by a qualified Professional Engineer (if applicable)		
1.2	Traffic impact study (if applicable)		
1.3	Archaeological assessment (if applicable)		
1,4	Wetland Delineation report (if applicable)	X	
2.0	**8 1/2" X 11" reduction of concept plan drawing (see appendix B)**	X	
3.0	**A CD containing a PDF of the complete submittal package, including all drawings.**	X	

Rev. 07/02/08, 10/24/08, 11/4/13

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets

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

____ Geotechnical report attached X Not applicable

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

If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system. N/A per Town Board Resolution 2018-1301.

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

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
2220 Wehrle Drive, 19.217 acres.

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

Describe_____

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

7. Maximum number of vehicular trips to be generated per hour upon completion of project TBD
Source: _____

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

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

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

TBD average flow TBD peak flow.

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

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

Jeffery C Zeplowitz
Town Clerk

Meeting: 12/10/18 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 19712 **RESOLUTION 2018-1301**

Property Located at 2190 and 2220 Wehrle Drive - Acquest Wehrle

AGENDA ITEM - DECEMBER 10TH, 2018

TO: **Town Board**

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

DATE: **December 5, 2018**

RE: **Property Located At 2190 and 2220 Wehrle Drive (Acquest Wehrle)**

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

WHEREAS, in July of 1983, the Town of Amherst accepted a construction grant from the Environmental Protection Agency ("USEPA") and the New York State Department of Environmental Conservation ("NYSDEC") to assist with the construction of the Youngs Road Interceptor and Collector Sewer Project for Southeast Amherst ("Sewer Project"); and

WHEREAS, in furtherance of the Sewer Project and as a condition of receiving the approximate $5.8 million grant, the Town of Amherst entered into a Grant Agreement with the USEPA that contained a 50-year prohibition on sewer hook-ups that would allow wastewater discharge from any development on a parcel of land within any wetland; and

WHEREAS, on approximately July 5, 1983, the Town of Amherst passed a resolution enacting a "fifty-year moratorium on development of properties which are located wholly or partially within state or federal designated wetlands and which are tributary to sanitary sewers in which there will be NYSDEC or USEPA financial participation under this project known as Federal Project Number C-36-1225-02" (the "Moratorium"); and

WHEREAS, the Town of Amherst subsequently failed to record the Grant Agreement or Moratorium in the Town Clerk's Office or other public record as an encumbrance on properties in the Town; and

WHEREAS, in 1997, Acquest (or an affiliate thereof) purchased property in the Town located at 2220 Wehrle Drive (the "Property") without knowledge of the Grant Agreement or Moratorium; and

WHEREAS, over several years that followed, Acquest pursued its project at the Property and obtained from the Town of Amherst, as Lead Agency, several Negative Declarations under the New York State Environmental Quality Review Act ("SEQRA"); and

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

WHEREAS, in June of 2005, Acquest purchased property in the Town of Amherst at 2190 Wehrle Drive located adjacent to 2220 Wehrle Drive; and

WHEREAS, on March 20, 2006, the Town of Amherst held a meeting during which the Town Board voted and passed a resolution terminating Acquest's commercial project; and

WHEREAS, on January 16, 2007, the Town of Amherst passed a resolution reaffirming the Moratorium, specifically identifying 2220 Wehrle Drive as being subject to the Moratorium, and declaring it "the policy of the Town of Amherst to honor and enforce the 50-year moratorium previously approved, adopted and implemented by the Amherst Town Board on July 5, 1983, which applies to all the properties which are located, in part or whole, within State or Federal designated wetlands, which are tributary to sanitary sewers in which construction there was State or Federal financial participation, including the [Sewer Project], which includes the property commonly known as 2220 Wehrle Dr. and to seek no waiver or variance there from,"; and

WHEREAS, in July of 2009, the United States commenced litigation against Acquest Wehrle, LLC (and later Acquest Development, LLC and William L. Huntress) alleging that the USEPA had jurisdiction over the Property and that Acquest had committed alleged violations of the fill and stormwater provisions of Clean Water Act (the "Federal Action"); and

WHEREAS, in August of 2009, Acquest Wehrle, LLC commenced an action in the New York State Supreme Court alleging the Town of Amherst, among other things, committed violations of Acquest's constitutional rights against a taking of property without just compensation, of due process, and of equal protection (the "State Action"); and

WHEREAS, Acquest ultimately obtained a judgment against the Town of Amherst in the amount of $3,941,967.64. The Town of Amherst then paid Acquest $63,220.24 in additional attorneys' fees, costs, and disbursements, resulting in a total payment to Acquest in excess of $4,000,000.00 in the State Action; and

WHEREAS, Acquest vigorously defended the allegations in the Federal Action, at all times disputing that either 2220 or 2190 Wehrle Drive contained any NYSDEC or USEPA regulated wetlands or any Waters of the United States, until, the United States abandoned the Federal Action by voluntarily dismissing it. The Court subsequently entered a Decision and Order on November 1, 2017 dismissing the Federal Action, with prejudice (the "Dismissal Order"); and

WHEREAS, the Dismissal Order made clear that the dismissal of the Federal Action was with prejudice, and that all that was or could have been litigated in the Federal Action was over once and for all; and

WHEREAS, upon information and belief, having taken a hard look at the Property, having considered the results of the State Action and the voluntary dismissal, with prejudice, of the Federal Action, that neither property owned by Acquest Wehrle, LLC (or any affiliate thereof) located in the Town of Amherst at 2190 and 2220 Wehrle Drive contain any New York State or Federal designated or regulated wetlands or Waters of the United States; and

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

WHEREAS, considering the history of this matter and the history of 2190 and 2220 Wehrle Drive, the Town of Amherst desires to declare that neither 2190 or 2220 Wehrle Drive are any longer subject to the Moratorium or the Grant Agreement; and

NOW THEREFORE, BE IT RSOLVED, that neither 2190 Wehrle Drive nor 2220 Wehrle Drive in the Town of Amherst are subject to the Moratorium, the Resolution passed by the Town on July 5, 1983, nor the Grant Agreement; and

BE IT FURTHER RESOLVED, that the Resolution passed by the Town on March 20, 2006, insofar as it purported to terminate Acquest's commercial project, hereby is rescinded and withdrew, and is null & void. Acquest's property rights shall no longer be encumbered by said Resolution in any way; and

BE IT FURTHER RESOLVED, that neither 2190 Wehrle Drive nor 2220 Wehrle Drive are subject to the Resolution passed by the Town on January 16, 2007, and that to the extent that Resolution purports to state that 2220 Wehrle Drive contains State or Federal designated wetlands, the same no longer holds true.

SJS:nmb
c: Kathleen Cooper, Deputy Town Clerk
(**Agenda Item - December 10, 2018**)

FINANCIAL IMPACT:

None for the purposes of this resolution.

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
Rezoning from R-3 to OB

Project Location (describe, and attach a location map):
2190 Wehrle Drive, Williamsville, NY 14221

Brief Description of Proposed Action:
Rezoning of 5.696 +/- acres of land from Residential District Three (R-3) to Office Building District (OB).

Name of Applicant or Sponsor:	Telephone: (716) 204-3570
Omar M. Abu-Sitta, Acquest Wehrle LLC	E-Mail: OMAR@ACQUESTDEVELOPMENT.COM

Address:
5554 MAIN STREET

City/PO:	State:	Zip Code:
WILLIAMSVILLE	NY	14221

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

3. a. Total acreage of the site of the proposed action? 5.696 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 24.913 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
   ☐ Urban ☐ Rural (non-agriculture) ☑ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____ _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____ _____	☐	☑

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☑	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____		

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☑	☐
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment:		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe:		
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☑	☐
If Yes, describe:		

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

Applicant/sponsor/name: Omar M. Abu-Sitta, Acquest Wehrle LLC Date: 2/19/2021

Signature: _____ Title: Director of Development

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

PRINT FORM

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

January 22, 2021

Regulatory Branch

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

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

Dear Mr. Abu-Sitta:

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

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

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

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

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

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

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

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

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

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

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

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

Sincerely,

Steven V. Metivier

Steven V. Metivier
Chief, NY Permit Evaluation Section

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

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

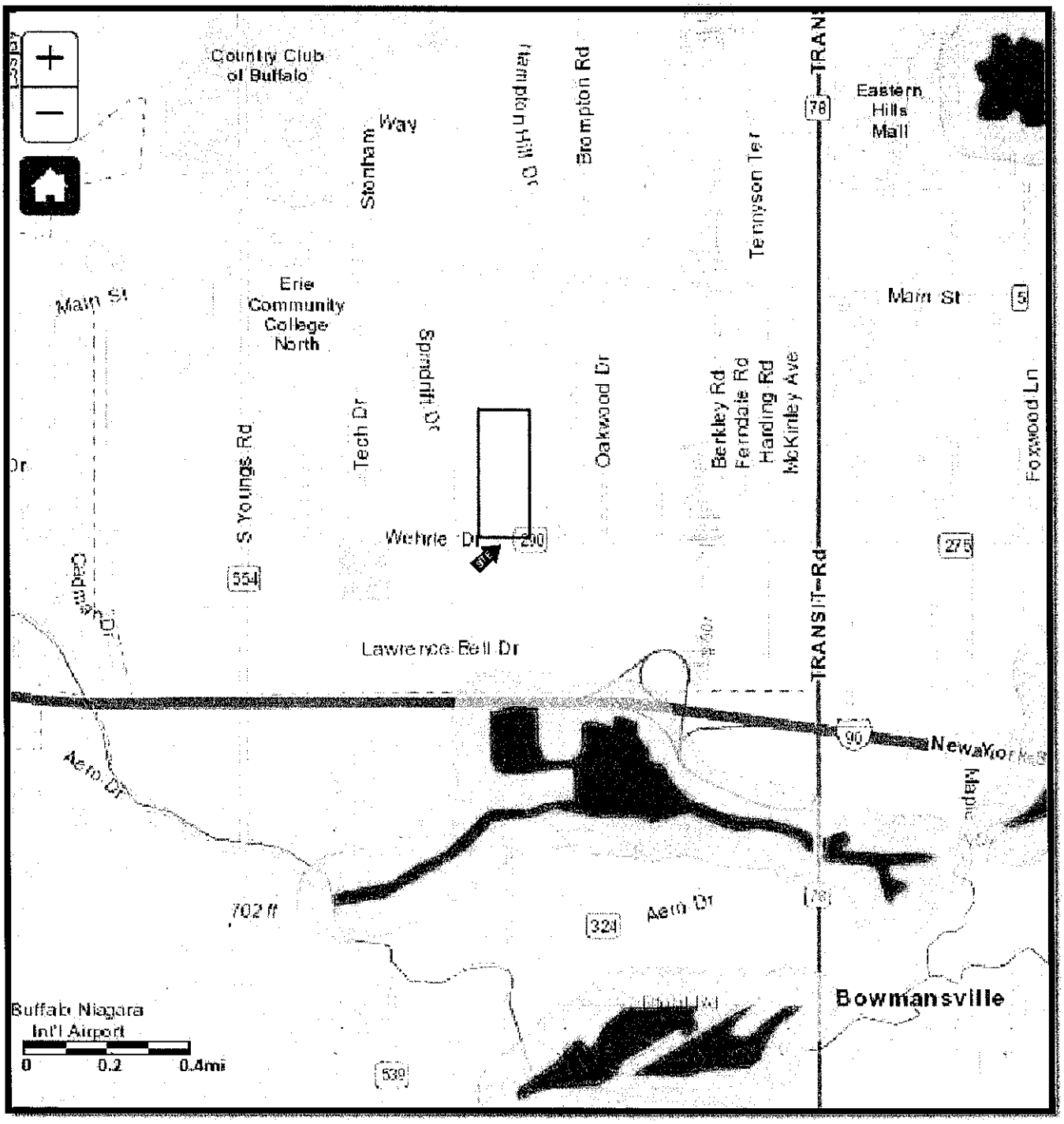


FIGURE 4: NYSDEC ENVIRONMENTAL RESOURCE MAPPER

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

2190-2220 Wehrle Drive

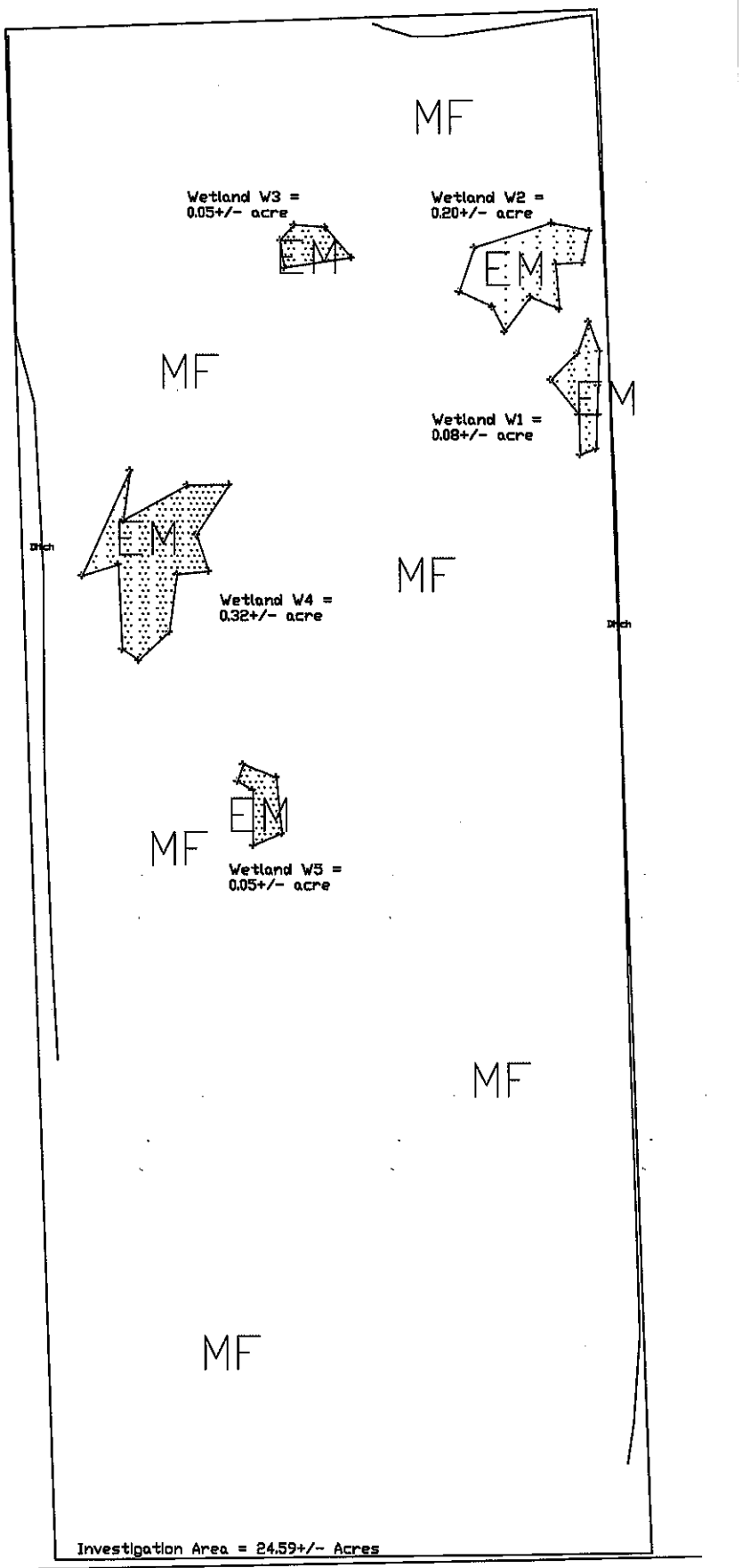
Town of Amherst, Erie County, New York

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

Figure 5 - General Vegetation Map

Town of Amherst Erie County, New York

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



2190-2220 Wehrle Drive

LEGEND

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

Scale: 0 100' 200'

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

Base Map Provided By: Trimble Geo 7X

File Name: Delineation map.dwg

EDI Project Code: W24K05d

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

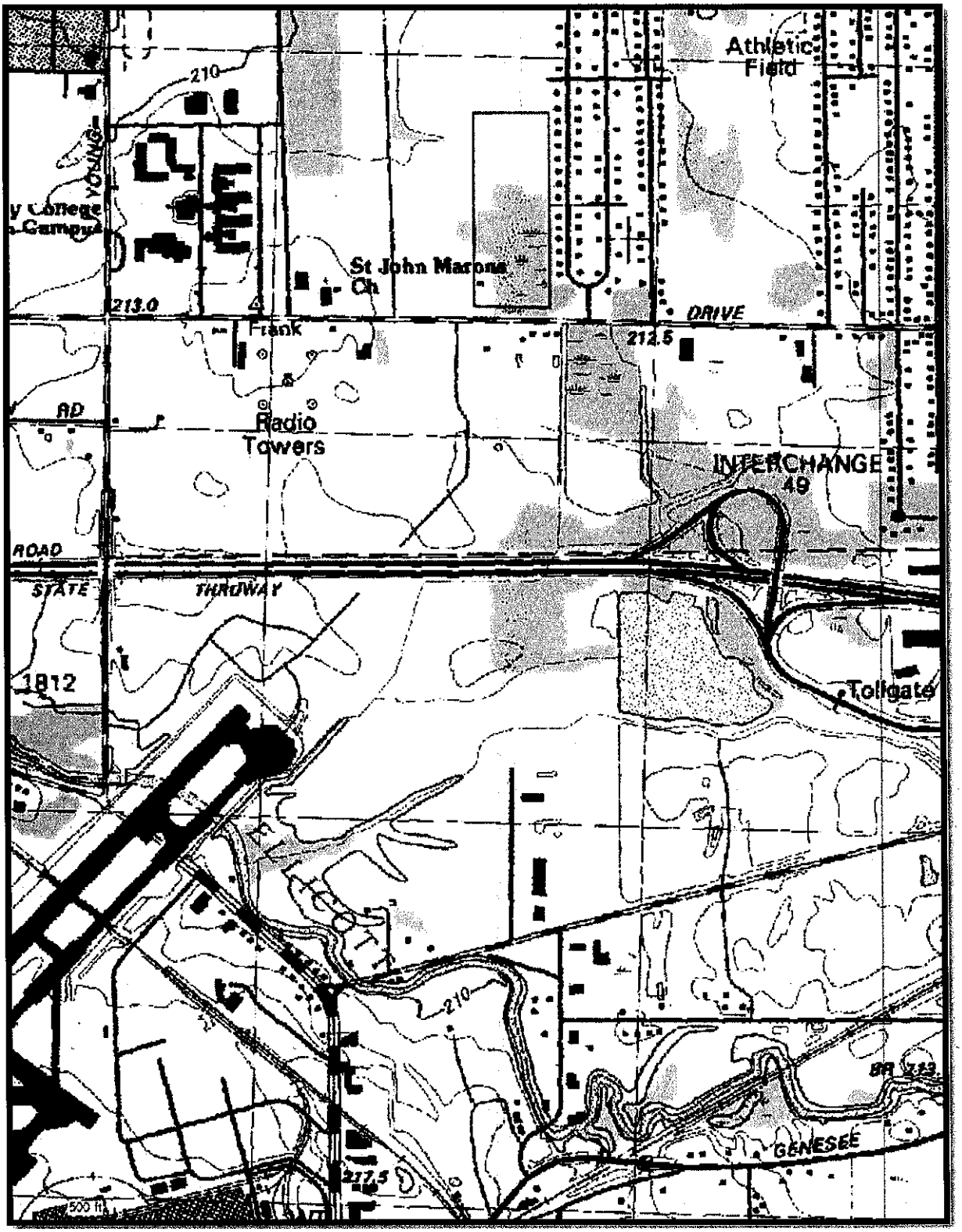


FIGURE 7: DRAINAGE MAP

Lancaster Quadrangle / 2002 DeLorme

2190-2220 Wehrle Drive

Town of Amherst, Erie County, New York

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

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

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

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

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

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

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

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

I. ADMINISTRATIVE INFORMATION

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

II. FINDINGS

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

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

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

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

C. Clean Water Act Section 404

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

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

Tributaries ((a)(2) waters):

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

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

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

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

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

[1] Map(s)/Figure(s) are attached to the AJD provided to the requestor.
[2] If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.
[3] A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.
[4] Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
[5] Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

D. Excluded Waters or Features

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

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

[1] Map(s)/Figure(s) are attached to the AJD provided to the requestor.
[2] If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.
[3] A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.
[4] Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
[5] Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

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

[1] Map(s)/Figure(s) are attached to the AJD provided to the requestor.
[2] If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.
[3] A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.
[4] Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
[5] Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

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

[1] Map(s)/Figure(s) are attached to the AJD provided to the requestor.
[2] If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.
[3] A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.
[4] Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
[5] Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

			inundated by an a(1-3) water in a typical year, is not separated from a a(1-3) water by a natural berm or barrier, and is not separated from an a(1-3) water by a man made feature which allows for water exchange in a typical year.

III. SUPPORTING INFORMATION

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

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

___ Data sheets prepared by the Corps: *Title(s) and/or date(s).*
___ Photographs: *(NA, aerial, other, aerial and other) Title(s) and/or date(s).*
_X_ Corps Site visit(s) conducted on: *December 23, 2020.*
_X_ Previous Jurisdictional Determinations (AJDs or PJDs): 2000-00680, Completed in 2000, USEPA Special Case JD completed in 2002.
___ Antecedent Precipitation Tool: *provide detailed discussion in Section III.B.*
___ USDA NRCS Soil Survey: *Title(s) and/or date(s).*
___ USFWS NWI maps: *Title(s) and/or date(s).*
___ USGS topographic maps: *Title(s) and/or date(s).*

Other data sources used to aid in this determination:

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

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

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

[1] Map(s)/Figure(s) are attached to the AJD provided to the requestor.
[2] If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.
[3] A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.
[4] Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
[5] Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.

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

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

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

[1] Map(s)/Figure(s) are attached to the AJD provided to the requestor.
[2] If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.
[3] A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.
[4] Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
[5] Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.

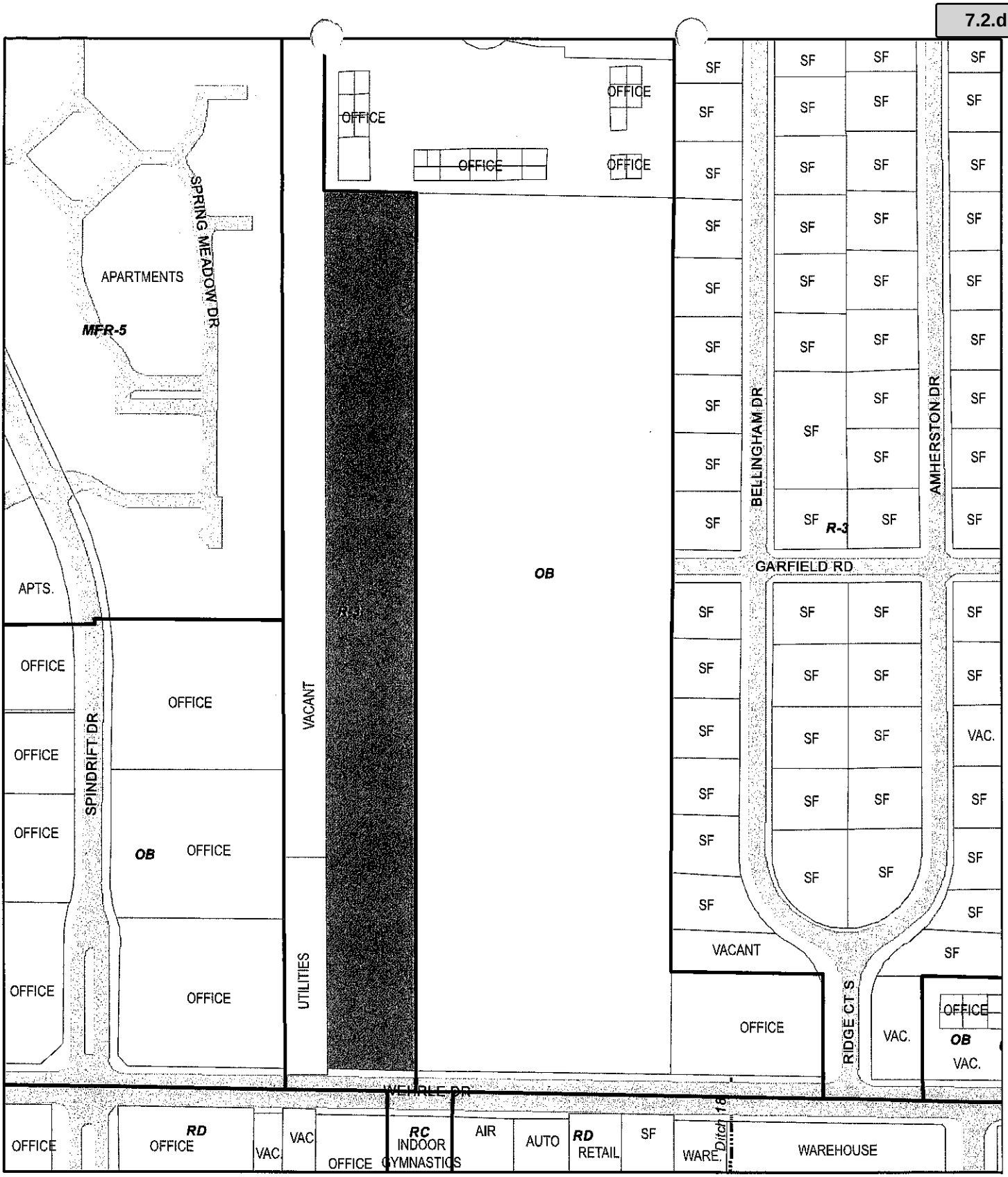
2190 Wehrle Drive Legal Description:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, and being part of Lot No. 105, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

Beginning at a point in the southwest corner of Lot No. 105 in the center line of Wehrle Drive, a public highway (66 feet wide); thence northerly along the west line of said Lot No. 105, 1696.26 feet to the south line of lands owned by George N. Karl by deed recorded in the Erie County Clerk's Office in Liber 3265 of Deeds at page 524; thence easterly along said Karl's south line and parallel with the south line of Lot No. 105, 150 feet; thence southerly and parallel with the west line of Lot No. 105, 1696.26 feet to the center line of Wehrle Drive (66 feet wide); thence westerly along the center line of Wehrle Drive (66 feet wide) 150 feet to the place of beginning.

EXCEPTING from the above described premises that portion thereof conveyed to the County of Erie for widening of Wehrle Drive, as described in Deed recorded in Liber 11092 of Deeds at page 3872 on March 17, 2005.

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)



Z-2021-01

Request to Rezone 5.696+/- AC of Land from R-3 to OB
Property Located at 2190 Wehrle Drive

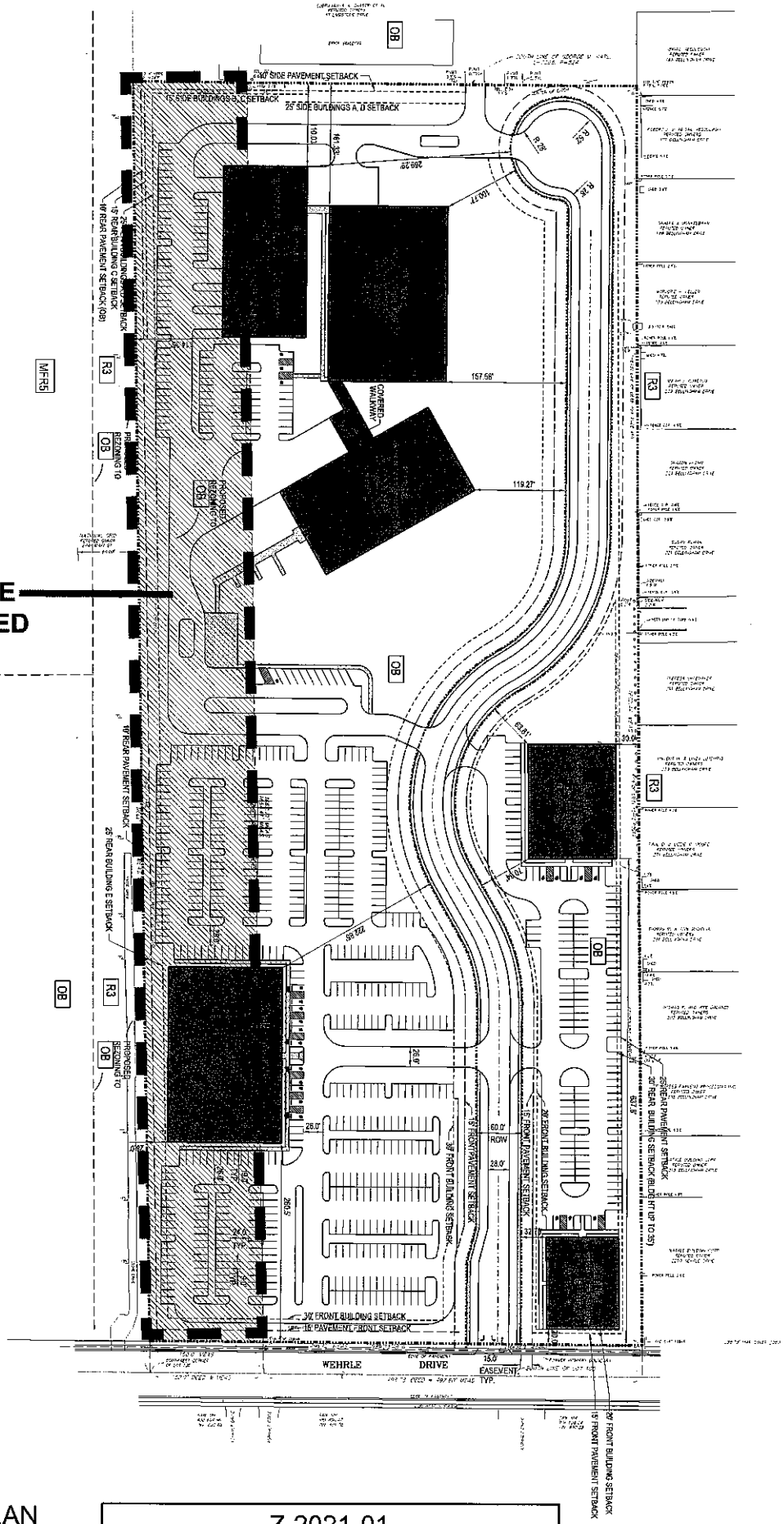
Acquest Development, Petitioner

April 15, 2021

2190 Wehrle Drive

Prepared by the Town of Amherst Planning Department

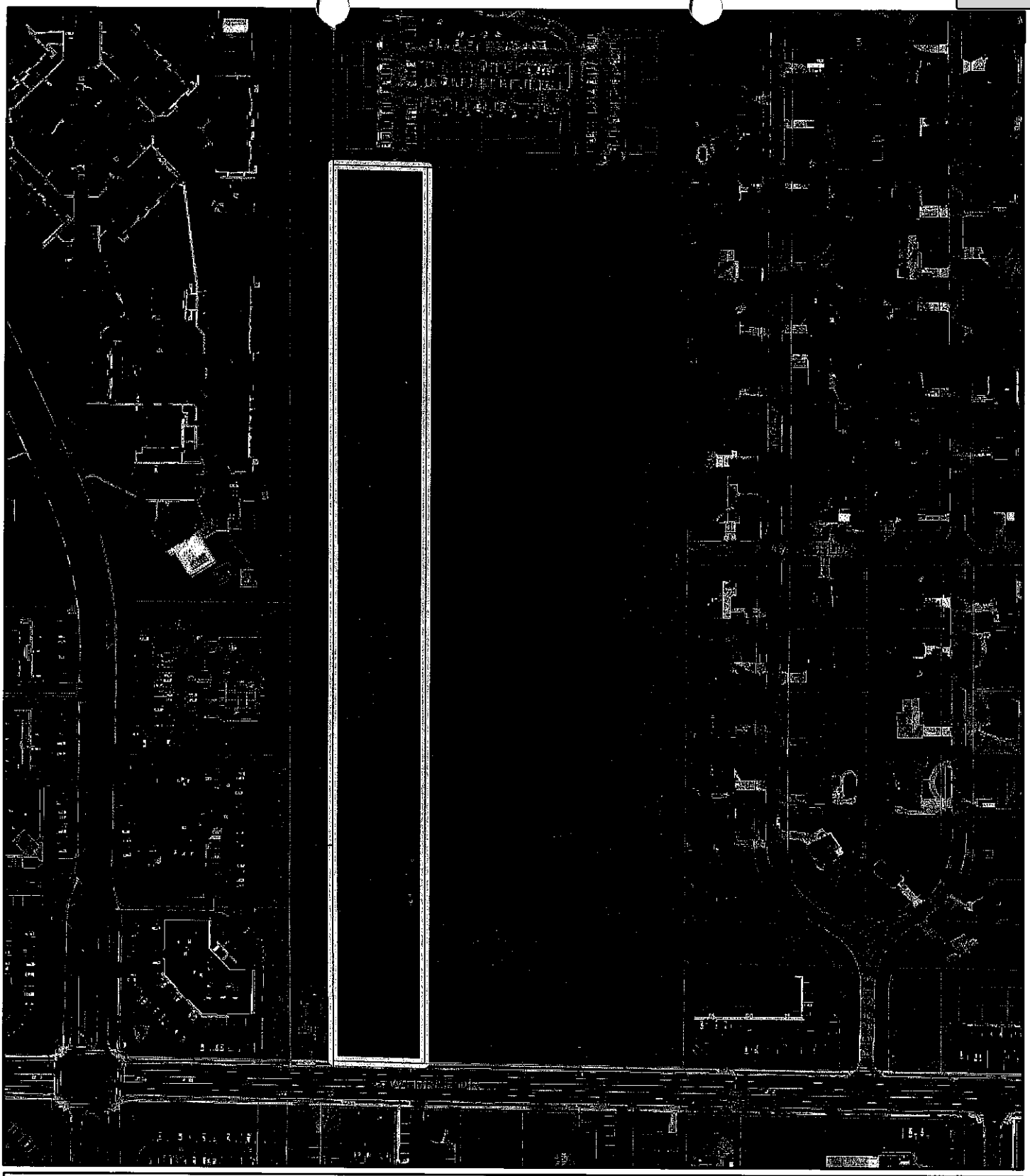
Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)



CONCEPT PLAN

Z-2021-01
2190 Wehrle Road
Received: 2/22/21

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)



Z-2021-01

Request to Rezone 5.696+/- AC of Land from R-3 to OB
Property Located at 2190 Wehrle Drive

Acquest Development, Petitioner

April 15, 2021

2190 Wehrle Drive

Prepared by the Town of Amherst Planning Department

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

Amherst

2021.011

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

RECEIVED
MAR 08 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

February 23, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
BNIA

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director TV

SUBJECT: REQUEST TO REZONE 5.67± ACRES OF LAND FROM **R-3** TO **OB**, **Z-2021-01**; PROPERTY LOCATED AT **2190 WEHRLE DRIVE**. AQUEST WEHRLE LLC, 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:** 3/5/21

EK/TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-01_Transmittal_022321.doc
cc: Scott Marshall, Principal Planner
Omar Abu-Sitta, Aquest Development, 5554 Main St., Williamsville NY 14221

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

Amherst

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

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

MEMORANDUM February 23, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
BNIA

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 5.67± ACRES OF LAND FROM **R-3** TO **OB, Z-2021-01**; PROPERTY LOCATED AT **2190 WEHRLE DRIVE**. AQUEST WEHRLE LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? The northerly buildings on the conceptual site plan provided suggests that a particular tenant is being sought, inconsistent with the answer provided on question 14.

If you do not, briefly state why: _____

General comments relative to your agency interests: more detailed information will be needed to confirm if the intended use of the northerly buildings shown on the concept plan will be permitted uses in the proposed OB- Office Business zoning district.

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: _____ ZEO **Date:** March 8, 2021

EK/TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-01_Transmittal_022321.doc
cc: Scott Marshall, Principal Planner
Omar Abu-Sitta, Aquest Development, 5554 Main St., Williamsville NY 14221

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

Amherst
Town of Amherst Planning Department

RECEIVED
Erie County, New York
FEB 24 2021
TOWN ATTORNEY

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

MEMORANDUM

February 23, 2021

FROM

TO:

Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
BNIA

RECEIVED
MAR 05 2021
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director TV

SUBJECT: REQUEST TO REZONE 5.67± ACRES OF LAND FROM **R-3** TO **OB**, **Z-2021-01**; PROPERTY LOCATED AT **2190 WEHRLE DRIVE**. AQUEST WEHRLE LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? N/A

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:** 2/26/21

EK/TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-01_Transmittal_022321.doc
cc: Scott Marshall, Principal Planner
Omar Abu-Sitta, Aquest Development, 5554 Main St., Williamsville NY 14221

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

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

RECEIVED
MAR 01 2021
TOWN OF AMHERST
PLANNING DEPT.

RECEIVED
FEB 24 2021
TOWN ATTORNEY

MEMORANDUM

February 23, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
BNIA

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director TV

SUBJECT: REQUEST TO REZONE 5.67± ACRES OF LAND FROM **R-3** TO **OB, Z-2021-01**; PROPERTY LOCATED AT **2190 WEHRLE DRIVE**. AQUEST WEHRLE LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? NA

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: [signature] **Date:** 2/26/21

EK/TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-01_Transmittal_022321.doc
cc: Scott Marshall, Principal Planner
Omar Abu-Sitta, Aquest Development, 5554 Main St., Williamsville NY 14221

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

Amherst

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

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

MEMORANDUM

February 23, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
BNIA

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director TV

SUBJECT: REQUEST TO REZONE 5.67± ACRES OF LAND FROM **R-3** TO **OB**, **Z-2021-01**; PROPERTY LOCATED AT **2190 WEHRLE DRIVE**. AQUEST WEHRLE LLC, PETITIONER.

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: Assessors Office Has No Issues with Project

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:** 2/25/21

EK/TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-01_Transmittal_022321.doc
cc: Scott Marshall, Principal Planner
Omar Abu-Sitta, Aquest Development, 5554 Main St., Williamsville NY 14221

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

Amherst

2021.011

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 25 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

February 23, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
BNIA

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director TV

SUBJECT: REQUEST TO REZONE 5.67± ACRES OF LAND FROM **R-3** TO **OB, Z-2021-01**; PROPERTY LOCATED AT **2190 WEHRLE DRIVE**. AQUEST WEHRLE LLC, 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:** 2/25/21

EK/TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-01_Transmittal_022321.doc
cc: Scott Marshall, Principal Planner
Omar Abu-Sitta, Aquest Development, 5554 Main St., Williamsville NY 14221

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

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

RECEIVED
FEB 24 2021
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM

February 23, 2021

RECEIVED
FEB 24 2021
TOWN OF AMHERST
PLANNING DEPT

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
BNIA

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director TV

SUBJECT: REQUEST TO REZONE 5.67± ACRES OF LAND FROM **R-3** TO **OB**, **Z-2021-01**; PROPERTY LOCATED AT **2190 WEHRLE DRIVE**. AQUEST WEHRLE LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? yes

If you do not, briefly state why: _____

General comments relative to your agency interests: Parcels must be merged

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:** 2-24-21

EK/TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-01_Transmittal_022321.doc
cc: Scott Marshall, Principal Planner
Omar Abu-Sitta, Aquest Development, 5554 Main St., Williamsville NY 14221

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

Carrato, Amy

From: Vince LoTempio <vmlotempio65@gmail.com>
Sent: Wednesday, April 14, 2021 7:04 PM
To: Carrato, Amy
Subject: April 15 Town Board Meeting Rezoning 2190 Wehrle

RECEIVED
APR 15 2021
TOWN OF AMHERST
PLANNING DEPT.

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

To the Amherst Town Board, regarding the possible rezoning of property at 2190 Wehrle Drive.

My name is Vincent LoTempio and I live at 259 Bellingham Drive. My property back yard is adjacent to the Aquest properties on Wehrle Drive. I am writing this to state my concerns about the development of this property and the impact of rezoning and possible building on this site. I could not find a place on your web page to sign up to speak during the zoom meeting so I felt I should at least send this along.

When I purchased this home in 2002, I was told there was a 50 year moratorium on building in the area behind my house due to an Army Corps of Engineers finding that these were protected wetland. This no-build moratorium was to last until the early 2030s I believe.

After being denied a waiver to build on the wetlands, Mr. Huntress has defied the town ordinances against cutting down trees, and harassed the residents that live along his property. His actions have had a great negative impact on our quality of life. Since the clearcutting of almost all the trees on the Wehrle property, a high wind zone was basically created that led to the remaining trees on my property to be blown down. Also, the trench dug to drain the wetlands that runs along our backyard had impacted the water table so much that I started getting water in my finished basement and had to eventually have a company waterproof our house (Lock Tight). This was a $13,000 expense.

The other petty actions of Mr. Huntress I will not address here. But I would like to make my main points.

First, I realize Mr. Huntress has property rights. But the residents of the neighborhood also have rights, and expect the Town Board to require him to abide by the law. We would like to see as much of the wetlands preserved as possible. This is good for Amherst, good for the environment, and good for our neighbors to the south of Wehrle that have to deal with potential flooding of the creeks if the wetlands are destroyed completely.

Second, Mr. Huntress saw to it that almost all the trees were cut down, negatively impacting our quality of life. If there is building done on this property we would like what quality of life we have here preserved. We would like to see any building on the property done as far to the west side of the land as possible. That any parking lots be as far away from our backyards as possible. That any lights in any parking lots are not on all night. And finally, that some kind of concession to the preservation of our privacy is made by building a berm along the eastern side of the property if possible, with the planting of trees and other landscaping that will obscure our view of anything built there. I feel this is more than reasonable to request since Mr. Huntress removed five to six thousand trees from the property (rough estimate).

Thank you for your time.

Vincent LoTempio
259 Bellingham Drive

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

Carrato, Amy

From: Ann Suchyna <asuchyna@gmail.com>
Sent: Wednesday, April 14, 2021 7:30 PM
To: Carrato, Amy
Subject: 2190 Wehrle Drive

RECEIVED
APR 14 2021
TOWN OF AMHERST
PLANNING DEPT.

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,

I would like to speak regarding the 2190 Wehrle Drive rezoning.

I will be the Spokesperson for the neighborhood and would appreciate the 15 minutes to speak.

Note to Planning Board:
I know that the meeting is addressing the Use of Land; however, my neighbors and I are concerned about how the development of this property may negatively impact our quality of life, including: the safety of the children (with increased traffic) and water damage to our properties, and our property values.

Thank you!

Ann E. Suchyna
281 Bellingham Drive
716-292-8580

Sincerely,
Mrs. Suchyna

Attachment: TB Letter 2190 Wehrle (RES-2021-465 : 2190 Wehrle Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 23176 **RESOLUTION 2021-417** **ADOPTED**

2402 North Forest Road, LLC - Reclassification/Rezoning of a Portion of 2402 North Forest Road from OB to NCD-GD

Adoption of Local Law
to Amend the Audubon Development Plan and Zoning Map
[2402 North Forest Road (NCD); Z-2021-02]

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 April 15, 2021 that the proposed New Community District - General Commercial (NCD-GC) use classification at 2402 North French Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

RESOLVED, that in accordance with Section 203-8-3 & Section 203-8-15 of the Town Code (Zoning), the Town Board adopts Local Law (#___) to amend the Audubon Development Plan and Town Zoning Map as recommended by the Planning Board.

5/17/2021
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 7:13 PM.

Sean Hopkins, Esq., presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to June 7th. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:25 PM.

6/07/2021
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 7:42 PM.

Attorney Sean Hopkins was unable to attend. In his absence, Deputy Supervisor Berger advised that the various changes that the Town Board previously requested were made to

the project layout.

There were no speakers from the public.

Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was closed at 7:45 PM.

A motion to adopt, inclusive of the Negative Declaration, was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

Amherst

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

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

D R A F T
SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2021-02

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: Amendment to the Audubon Development Plan.

SEQR Status: Type 1

Description of Action: Amendment #74 to Audubon New Community District Development Plan to reclassify 1.53± acres of land from NCD-GC and OB to NCD-GC to allow the future construction of a 4-story, 72-unit apartment building as well as the internal conversion of 25 new apartments in the existing Creekview Courts Apartments building on the site. The proposed apartment building will consist of 24 one-bedroom units and 48 two-bedroom units for lease. The new apartment building will be constructed on the southeast side of the existing Creekview Courts Apartments parking lot. Construction will also include new parking spaces and utility improvements.

Location: 2402 North Forest Road (NCD), Town of Amherst, Erie County, New York

Petitioner: 2402 North Forest Road, LLC, Paul Bliss

Attachment: Z-2021-02_Town Board Draft Neg Dec_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss -

Reasons Supporting This Determination

Based on information submitted by the applicant, including a **Long** Environmental Assessment Form (EAF) - Part 1, a complete Audubon Development Plan amendment 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 reclassification of 1.53± acres of land from Office Business to NCD-GC for a proposed 4-story, 72 unit apartment building as well as the internal conversion of 25 new apartments in the existing Creekview courts Apartments parking lot, will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on March 5, 2021 has reviewed the application and EAF submitted on February 22, 2021, and has no objection or comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape 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. Any disturbances outside the currently developed portion of the site will require a wetland delineation at site plan if applicable.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on March 4, 2021 has reviewed the application and EAF submitted on February 22, 2021, and has no objection or comments on the proposed rezoning.

4. The project is within an area identified by the State as having potential archaeological or historical significance. The NYS Office of Parks, Recreation and Historic Preservation reviewed the project and has no concerns for archeological or built historical resources (letter dated 3/31/21).

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is to reclassify from the Office Business (OB) to New Community District – General Commercial (NCD-GC). Neighboring uses are Office (zoned NCD-GC) and Institutional (zoned NCD-GC).

Attachment: Z-2021-02_Town Board Draft Neg Dec_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss -

6. The reclassification of 1.53± acres of land to NCD-GC for a proposed 4-story, 72-unit apartment building and the internal conversion of 25 apartments in the existing Creekview Courts Apartment building and parking lot, will change the quantity or type of energy. All necessary infrastructure improvements will occur prior to occupancy.

7. The reclassification of 1.53± acres of land to NCD-GC for a proposed 4-story, 72-unit apartment building and the internal conversion of 25 apartments in the existing Creekview Courts Apartment building and parking lot, will not create any hazard to human health.

8. The reclassification of 1.53± acres of land to NCD-GC will cause a change in the use and the intensity of land use at this location with the additional apartment building. However, the proposed 4-story, 72-unit apartment building and the internal conversion of 25 apartments in the existing Creekview Courts Apartment building and parking lot will be consistent with the scale of the surrounding land uses.

9. The reclassification of 1.53± acres of land to NCD-GC for the proposed 4-story, 72-unit apartment building and the internal conversion of 25 apartments in the existing Creekview Courts Apartment building and parking lot will increase the number of people using the site over tis previous level of use. All required road and utility infrastructure will be in place to accommodate the proposed use.

10. Review by the Town Traffic/Safety Board on March 5, 2021, indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on March 4, 2021, Engineering on March 5, 2021, Traffic/Safety Board on March 5, 2021, Assessor on March 8, 2021, Right-of-Way Agent on March 18, 2021, along with outside agencies including the Erie County Department of Environment and Planning on April 6, 2021, New York State Department of Environmental Conservation on April 4, 2021, and the New York State Office of Parks, Recreation and Historic Preservation on March 31, 2021. 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.

Attachment: Z-2021-02_Town Board Draft Neg Dec_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss -

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

SM/bf

X:\Current_Planning\Files\Rezonings\2021\Z-2021-02_(2402 N Forest Rd)_2021\Z-2021-02_Town Board Draft Neg Dec_051721.docxcc:

Cc: Amherst Town Clerk
Amherst Building Department
NYSDEC
ECDEP
NYSDOT
2402 North Forest Road, LLC; c/o Sean Hopkins, 5500 Main St. Suite 343, Williamsville, NY 14221

Attachment: Z-2021-02_Town Board Draft Neg Dec_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss -

Attachment: Z-2021-02_Draft Local Law (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of Portion of

LOCAL LAW NO. _____-202_

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 PORTION OF 2402 NORTH FOREST ROAD FROM OB TO NCD-GC 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 a Portion of 2402 North Forest Road from OB to NCD-GC 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 a portion of 2402 North Forest Road from OB to NCD-GC and to 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 a portion of 2402 North Forest Road from OB to NCD-GC; and 2.) amending the Audubon Development Plan, both being **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

All of that Tract or Parcel of Land, situated in the Town of Amherst County of Erie and State of New York, being part of Lot Number sixty eight (68), Township twelve (12), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at a point in the center line of Ellicott Creek Road (also known as North Creek Road or North Forest Road), nine hundred forty-five and fifty-five hundredths 945.55) feet west of the intersection of the said center line of Ellicott

Creek Road with the center line of New Home Road, (also known as Buffalo-Millersport Highway), thence westerly along the center line of Ellicott Creek Road, forty-five (45) feet, thence southerly and at right angles to the center line of Ellicott Creek Road, nine· hundred thirty (930) feet more or less to the center line of Ellicott Creek, thence easterly along the center line of Ellicott Creek (which forms the rear or southerly boundary of the land), about forty-five (45) feet to a point where a line drawn at right angles to the center line of Ellicott Creek Road from the point of beginning would intersect said center line of Ellicott Creek, thence northerly from the center line of Ellicott Creek, a distance of about nine hundred thirty-five (935) feet to the center line of Ellicott Creek Road to the Point or place of beginning.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Number sixty-eight (68), Township twelve (12), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of the Ellicott Creek Road distant seven hundred seventy and fifty-five hundredths (770.55) feet westerly from the intersection of the center line of the Ellicott Creek Road with the center line of the New Home Road thence westerly along the center line of the Ellicott Creek Road, one hundred seventy-five (175) feet; thence southerly at right angles to the centerline of the Ellicott Creek Road, nine hundred thirty-five (935) feet to the center line of the Ellicott Creek; thence easterly along the center line of the Ellicott Creek about one hundred seventy-nine (179) feet to a line drawn southerly at right angles to the Ellicott Creek Road from the point of beginning, thence northerly at right angles to the center line of the Ellicott Creek Road nine hundred fifty (950) feet to the place of beginning, containing four and two hundredths (4.02) acres of land, being the same more or less.

EXCEPTING therefrom the parcel at 2375 North Forest Road as well as any additional property reclassified by the Town Board from NCD-SA to OB by the Town Board on October 15, 1984 that is not part of the existing parcel at 2402 North Forest Road legally described as follows:

All that Tract or Parcel of Land situate in the Town of Amherst, County of Erie and State of New York, being Part of Lot 68, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

Beginning at a point in the centerline of North Forest Road (66 feet wide), 465.00 feet east of the west line of a deed filed in the Erie County Clerk's Office in Liber 9331 of Deeds at page 698; Thence easterly along the centerline of said North Forest Road, 185.00 feet to a point, 770.55 feet west of its intersection with the centerline of Millersport Highway; Thence southerly along a line making an angle to the left of 90°05'33" to the last mentioned course, 383.00 feet to a point; Thence westerly along a line at right angles to the last mentioned course, 185.00 feet to a point; Thence northerly along a line at right angles to the last mentioned

Attachment: Z-2021-02_Draft Local Law (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of Portion of

course, 383.30 feet to the point or place of beginning and containing 1.49 Acres, more or less, to the right of way of North Forest Road.

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: Z-2021-02_Draft Local Law (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of Portion of

Amherst

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

Brian J. Kulpa, Supervisor
Daniel C. Howard, AI Planning Director
Ellen M. Kost, AICI Assistant Planning Dire

Town Board Agenda of May 17, 2021

May 10, 2021

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

Subject: Amendment #74 to the Audubon New Community District Development Plan to reclassify 1.53± acres of land from Office Building (OB) to New Community District-General Commercial (NCD-GC); property located at 2402 North Forest Road (NCD); 2402 North Forest Road, LLC, Petitioner. Z-2021-02

Honorable Members:

The subject property is a 1.53± acre portion of an 8.05± acre site located at the southeast corner of the intersection of North Forest Road and John James Audubon Parkway. The southwest side of the site abuts Ellicott Creek. The parcel is located within an overall site which has frontage along John James Audubon Parkway and a reciprocal access agreement for access to North Forest Road.

The site presently contains the Creekview Courts Apartment complex (formerly the Ramada Hotel/ University Inn and conference center) and contains 145 apartment units and associated parking. The portion of the site proposed to be reclassified contains a large portion of the existing parking lot and a 2,023± sq. ft. frame building, previously used as a salon, which will be demolished. Access to the site is via a curb cut on John James Audubon Parkway and two driveways to North Forest Road that also serve two existing office developments which front on North Forest Road.

John James Audubon Parkway is designated as a Town minor arterial and North Forest Road is an Erie County highway designated as a collector in the Town of Amherst Bicentennial Comprehensive Plan.

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

The purpose of this request is to reclassify the subject properties to permit the future construction of a 4 story, 72-unit apartment building adjacent to the east property line. The project also includes an additional 25 apartment units within the existing building. A total of 39 additional parking spaces and utilities will be included in the development.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Honorable Town Board

Reclassify 1.53± acres of land from Office Building to NCD-GC; property located at 2402 N. Forest Road
Agenda of May 17, 2021

The following is the history of previous rezonings on the subject property:

Z-1976-11 On 7/21/76 the Town Board approved the rezoning of the subject area (now to be reclassified) from Suburban Agriculture to Office Building.

Z-1984-19 On 10/15/84 the Town Board approved Audubon Amendment #6 and reclassification of the main portion of 2402 North Forest Road from Suburban Agriculture (SA) to New Community District-General Commercial (NCD-GC).

Z-1991-17 On 9/16/91 the Town Board approved Audubon Amendment #26 and reclassification of the main portion of 2402 North Forest Road from NCD-NC to NCD-GC with conditions:

- That deed restrictions be filed limiting principal use to development of conference center. Town Board on 3/3/03 modified condition to read; to allow principal uses at 2402 N. Forest Rd. to be conference center, offices and residential use.
- That the proposed development require site plan approval.
- That sidewalks be installed on N. Forest Road.

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

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.

This request is for a 4-story, 72-unit apartment building with an additional conversion of 25 apartments in the existing building on the site. The proposed building will consist of 48 two-bedroom units and 24 one-bedroom units for lease. Additional parking and utilities will be included with the development.

The Assessor's office has no objection to the proposed request. The Building Department has no objection to the proposed request but notes that work will be conducted in a floodway and therefore a Hydraulic Analysis is required at the site plan stage.

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

Because the portion of the property site that is proposed for development contains the existing parking lot and therefore has previously been developed, the proposed

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

development will consume the majority of the area of the parcel. The overall property contains 8.05± acres and the proposed development will disturb approximately 1.38 acres.

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.*

This project proposes the construction and leasing of residential apartments. No commercial use is proposed.

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

The subject parcel is located in close proximity to the UB North Campus and its numerous facilities. It is approximately 0.2 miles from the intersection of North Forest Road with Millersport Highway and the commercial strips that are located along its length.

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.*

The subject property is located along the east boundary of Ellicott Creek. The property site currently contains a large apartment complex that is landscaped as required. A few landscape island trees will most likely be removed to make room for the proposed building.

The Engineering Department has no comments on the proposed action.

The Highway Department review is pending.

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 property is located adjacent to the UB North Campus and already contains a large apartment complex. The area is experiencing an increased demand for housing, and the proposed development will add additional units as infill development to create more options for students and residents.

The Building Department has no objection to the proposed request but notes that work will be conducted in a floodway and therefore a Hydraulic Analysis is required.

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.*

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

The concept plan shows the new development utilizing the existing driveways and parking areas on North Forest Road and John James Audubon Parkway. An additional 39 parking spaces will be provided on site.

The Traffic/Safety Board has no comments on the proposed action.

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.*

The project site is located adjacent to the eastern edge of Ellicott Creek. The proposed building will not be located within the Ellicott Creek floodway. The floodway area is approximately 100 ft. from the top of the creek bank.

The New York State Department of Environmental Conservation has the following comments:

1. Ellicott Creek is navigable under State definition. Consequently, any disturbance to the immediate streambank face and/or excavation or fill activities in Ellicott Creek will require a Protection of Waters Permit pursuant to Article 15, Title 5 of the New York State Environmental Conservation Law. It should also be noted that in-water work is restricted for Ellicott Creek from April 1 to June 30.
2. DEC has reviewed the available information in the New York State Natural Heritage Program databases on known occurrences of rare or state-listed animals and plants, of significant natural communities, and other significant habitats. An occurrence of the Spiny Softshell (Apalone spinifera) was noted. This turtle is a New York State Species of Special Concern and care should be taken to avoid impacts to this species and minimize impacts to its habitat.
3. Ellicott Creek has been identified as containing threatened or endangered freshwater mussel species. If work in the stream is anticipated, additional information will be necessary to begin review of the project.
4. The project site appears to be within an archaeologically sensitive area based on information obtained through the Cultural Resource Information System (CRIS) on the New York State Office of Parks, 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.
5. If project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator will be required to obtain a State Pollution Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001).
6. 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, which acts as DEC agent, will be the approving agency.
7. Portions of the project site are located within or adjacent to the designated floodway and 100-year floodplain. The proposed project should be designed in accordance with all applicable local municipal laws for flood damage reduction.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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. The Building Department has no objection to the proposed request but notes that work will be conducted in a floodway and therefore a Hydraulic Analysis is required.

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

The concept plan shows a walkway along the front of the proposed new building with an accessible pedestrian crosswalk/pathway connecting to the existing building walkway and to a sidewalk connection on John James Audubon Parkway.

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

Generally, development in Audubon competes with other private and public development in the open market place. Conversely, development in Audubon is a response to development outside of the New Community.

The requested change is generally compatible with the character of development in the immediate vicinity. Several other apartment developments are located nearby including the adjacent Creekview Court Apartments, as well as the Muir Lake Apartment complex on the north side of North Forest Road, and various senior housing developments including the Beechwood Continuing Care facility and the Asbury Point Retirement Complex. The UB North Campus includes dormitory style complexes as well as apartment style housing nearby.

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

There are no civic or community facilities proposed with this project; adequate civic and community facilities are located in the area, especially at the nearby UB North Campus.

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 indicates Medium Residential use for the section of Sweet Home Road between UB and the I-990. This area is one of several around the periphery of the UB campus so designated.

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

The provisions of the NCD are aimed at creating an equally aesthetically satisfying

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

environment and design as could be achieved under traditional zoning. The proposed concept plan mostly adheres to the design guidelines of the NCD, as it does provide for some open space on the site with preservation of the Ellicott Creek floodway.

The Town Right-of-Way Agent has no objections to the proposed request.

The Williamsville Central School District has no objection to the proposed request but notes that future school bus transportation to this development would follow School Board policy.

The Zoning Enforcement Officer has no objection to the proposed request.

The Planning Department has the following comments:

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

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

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 Use Regulations.

5-2-5A(4) General Commercial. This classification includes regional facilities serving residents from outside the new community as those within it, and includes the uses allowed in Sections 5-2-5A(1)(2)(3). The General Commercial classification includes:

a. Comparison retail establishments.
b. Radio and television stations
c. Public or private parking structures
d. Public or private office facilities
e. Trade or industrial schools, print shops, passenger terminals
f. Commercial recreation activities subject to constraints as outlined in the Town Assessment Ordinance.

5-2-5B Use Mixture Not Applicable

5-2-6 Dimensional Standards

5-2-6A The overall residential density of the NCD shall not exceed five (5) dwelling units per gross acre. The density limit applies to the entire New Community District (4,121± acres) within the Town. Although the density of the proposed development is 30

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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 may be applicable. This requirement will need to be complied with.

5-2-6C Minimum Area Not Applicable.

5-2-6D Building Arrangements. The proposed development will result in a 4-story, 72-unit apartment building in the southeast portion of the site. The proposed additional parking spaces will result in the minimum required by Zoning Code elsewhere in the Town.

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

As depicted on the conceptual site plan, the proposal generally represents a sound development plan for the subject area.

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

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

E) THE PROPOSED DEVELOPMENT PLAN IS CONSISTENT WITH THE TOWNCOMPREHENSIVE PLAN

The proposed project does generally comply with the locational and use criteria in the Comprehensive Plan for land near a university campus in connection with commercial and office uses nearby. The project maintains the required buffers along the Ellicott Creek to ensure protection of greenways and waterways.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed action are available and adequate at the subject location. This is a Type 1 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.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Honorable Town Board

Reclassify 1.53± acres of land from
Office Building to NCD-GC;
property located at 2402 N. Forest Road
Agenda of May 17, 2021

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with the Planning Board's findings and that the subject request be **approved** based on the attached resolution.

Very truly yours,

Ellen Mkort

for Daniel C. Howard, AICP
Planning Director

DH/RR/bf
Att.
X:\Current_Planning\Files\Rezonings\2021\Z-2021-02_(2402 N Forest Rd)_2021\Z-2021-02_NCD_Town_Board_Letter_05-05-21.docx
cc: Stanley Sliwa, Town Attorney

Planning Board Approval – April 15, 2021
Ayes 5; Noes 0; Absent Gelber, Gill

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Application to Reclassify a Portion of 2402 North Forest Road from OB to NCD-~~GD~~ GC and and to Amend the Audubon Development Plan

Audubon Amend #74

Applicant: 2402 North Forest Road, LLC
c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsr-legal.com

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

File #: Z-2021-02 **Acreage** 1.53 **Fee $** 1,265.00

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. 2/22/2021 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**		_____
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:	$ 1,265.00	

RECEIVED FEB 22 2021 TOWN OF AMHERST PLANNING DEPT.

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

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

TO BE COMPLETED BY APPLICANT

1. **Petitioner**: Name: 2402 North Forest Road, 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: OB District

To: NCD-GC District

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

Portion of 2402 North Forest Road

SBL #: 55.01-1-20

4. **Area of land to be rezoned** (in acres): 1.53

5. **Owner of Land**:

Name: 2402 North Forest Road, LLC

Address: 6790 Main Street, Suite 100, Williamsville, NY 14226

Telephone: 204-2910

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-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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

_____ Option to purchase

__X__ Owner

_____ Other (explain) _____

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

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 "2" and a full size cop the Survey prepared by Wm. Schutt & Associates dated October 6, 2020 is attached. A reduced size copy of the Survey is attached a Exhibit "3". Reduced size copies of of the Site Plan and Landscape Plan are attached as Exhibits "4A and "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-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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: 97 new units [there are 120 existing units]

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

C. Gross Residential Density per acre: 26.95 units per acre

D. Total amount of Open Space: Approximately 1.5 acres of greenspace and landscapin

E. Proposed Non-Residential Floor Area: Not Applicable

13. Development Schedule:

Start: 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-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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.

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.

Counsel for Petitioner
Signature of Petitioner

Subscribed and sworn to before me this 22nd day of February, 20 21

MARIANNE BRAUTLACHT
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 01/14/20 2<

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.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

AUTHORIZATION

2402 North Forest Road, LLC, as the record owner of the parcel of land located at 2402 North Forest Road, LLC [SBL No. 55.01-1-20] in the Town of Amherst (the "Project Site") hereby authorizes Hopkins Sorgi & McCarthy PLLC, to seek a rezoning on its behalf for a portion of the Project Site from OB to NCD-GC and all other required governmental approvals from the municipal boards of the Town of Amherst and governmental agencies in connection with a proposed expansion to the existing multifamily project on the Project Site.

Date: February 22, 2021

2402 NORTH FOREST ROAD, LLC

Signature: _____

Print Name: Paul Bliss

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Exhibit 1 – Part 1 of Full Environmental Assessment Form Prepared Pursuant to the State Environmental Quality Review Act ("SEQRA")

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Full Environmental Assessment For...
Part 1 - Project and Setting

Prepared By: Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLL
5500 Main Street, 343
Williamsville, NY 14221
Tel: 716.510-4338
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: Expansion of Creekview Apartment Project		
Project Location (describe, and attach a general location map): 2402 North Forest Road, Amherst, NY 14068 - Erie County		
Brief Description of Proposed Action (include purpose or need): This development project consists of the construction of a proposed 4-story, 72-unit apartment building. The apartment building will consist of 48 2-bedroom units and 24 1-bedroom units. Creekview Courts apartments are located on the existing site and will remain. The new apartment building will be constructed on the southeast side of the existing Creekview Courts parking lot. Construction will also include new parking spaces and utility improvements. The site is located on the southwest side of North Forest Rd and on the east side of John James Audubon Pkwy in the Town of Amherst. The southwest side of the site abuts Ellicott Creek. The proposed building will not be located with the Ellicott Creek floodway. The overall site area is 8.05 acres of which approximately 1.38+/- acres will be disturbed for construction. The site is currently zoned New Community District ("NCD-GC") and Office Business District ("OB"). The proposed project ("action") 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 justified.		
Name of Applicant/Sponsor: 2402 North Forest Road, 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: New York	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): 2402 North Forest, LLC c/o Paul Bliss	Telephone: 716-204-2910 E-Mail: pbliss@blissco.net	
Address: 6790 Main Street, Suite 100		
City/PO: Williamsville	State: NY	Zip Code: 14221

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board - Rezoning of portion of Project Site & Amendment to Audubon Development Plan	February 22, 2021
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board - Site Plan Amendment	
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☑Yes ☐No	Building Dept. - Demolition, Building & Floodplain Development Permit; Eng. Dept. - Stormwater Per.	To be determined
e. County agencies ☑Yes ☐No	ECWA - Water	To be determined
f. Regional agencies ☐Yes ☐No		
g. State agencies ☑Yes ☐No	NYSDEC - SPDES and DSCA	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-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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?
New Community District - General Commercial ("NCD-GC") and Office Building District ("OB")

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? New Community District - General Commercial ("NCD-GC")

C.4. Existing community services.

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

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

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

d. What parks serve the project site?

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 consisting of apartments for lease.

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: 6 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-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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				72 apartment units
At completion of all phases				72 apartment units

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 infiltration

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

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

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

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): _____

_____

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

ii. Describe how the proposed actio. ould affect that waterbody or wetland, e.g. excav. .on, 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: 8,712 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: 7,920 gallons/day

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

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

- Name of wastewater treatment plant to be used: Amherst Wastwater Treatment Facility
- Name of district: Town of Amherst 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

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

- 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 1.0 acres (impervious surface)

_____ Square feet or 8.1 acres (parcel size)

ii. Describe types of new point sources. Driveways, roofs, parking lot, sidewalks, etc.

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)?

Stormwater will be collected onsite via closed stormwater drainage system and coveyed to an existing onsite closed stormwater drainage system prior to discharge 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)

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

h. Will the proposed action generate c[illegible]nit methane (including, but not limited to, sewag[illegible]reatment 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: 7:00 to 7:00
- Saturday: 7:00 to 5:00
- Sunday: As needed
- Holidays: As needed

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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:

The project will result in temporary and unavoidable noise impacts during construction of the project resulting from the use of 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:

15' pole mounting height LED lights in parking lot

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: _____

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

s. Does the proposed action include co. uction or modification of a solid waste manage. .t 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	5.24	5.35	+0.11
• Forested	0.28	0.00	-0.28
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)	1.05	1.05	0.00
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Greenspace/Landscaping	1.48	1.65	+0.17

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

c. Is the project site presently used by mbers 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):

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

v. Is the project site subject to an ins ional 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? >7 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:

Cheektowaga fine sandy loam	30 %
Claverack loamy fine sand,	70 %
	%

d. What is the average depth to the water table on the project site? Average: 2 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? ☑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: _____

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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:
Spiny Softshell

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-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

e. Does the project site contain, or is 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 2402 North Forest Road, LLC Date February 22, 2021

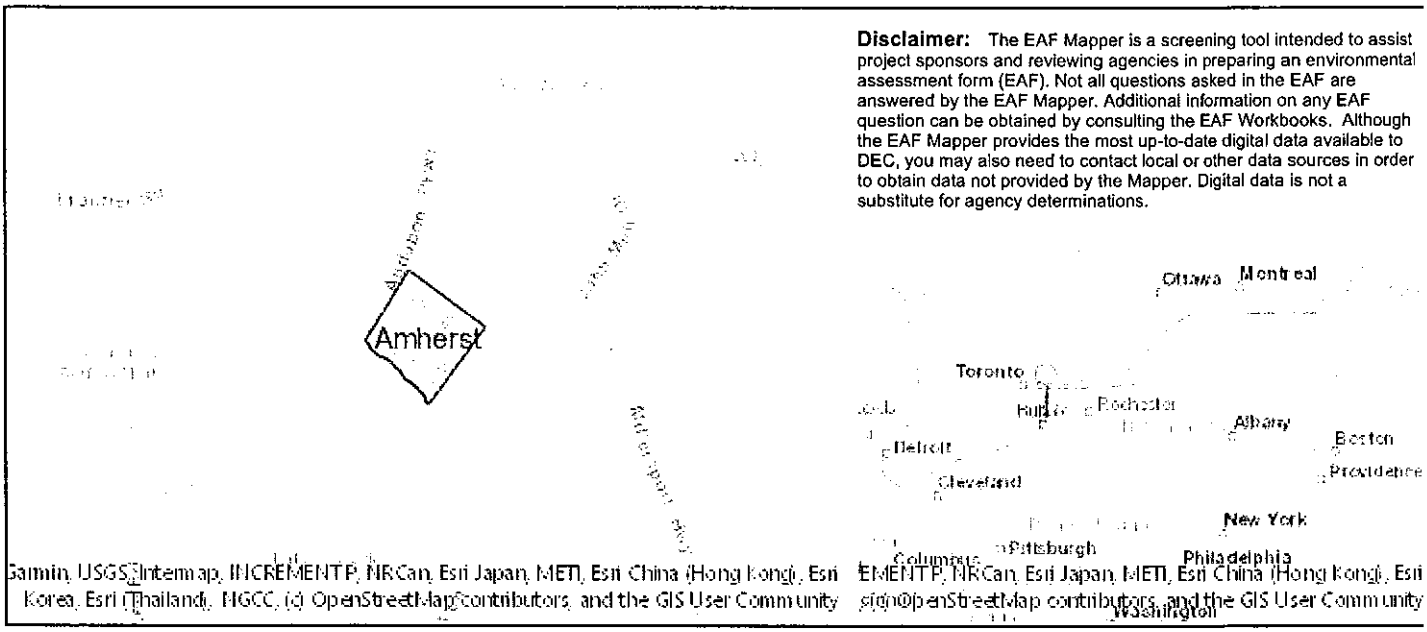
Signature _____ Title Attorney for Project Sponsor

PRINT FORM

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

EAF Mapper Summary Report

Wednesday, February 17, 2021 1:58 PM



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

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-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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]	Yes
E.2.p. [Rare Plants or Animals - Name]	Spiny Softshell
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-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Exhibit 2 – Legal Description of Portion of 2402 North Forest Road to be Reclassified from OB to NCD-GC

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

EXHIBIT 2 OF APPLICATION TO RECLASSIFY PORTION OF 2402 NORTH FOREST ROAD FROM OB TO NCD-GC

LEGAL DESCRIPTION OF PORTION OF 2402 NORTH FOREST ROAD TO BE RECLASSIFIED FROM OFFICE BUILDING DISTRICT ("OB") TO NEW COMMUNITY DISTRICT – GENERAL COMMERCIAL ("NCD-GD")

ALL OF THAT TRACT OR PARCEL OF LAND, situated in the Town of Amherst County of Erie and State of New York, being part of Lot Number sixty eight (68), Township twelve (12), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at a point in the center line of Ellicott Creek Road (also known as North Creek Road or North Forest Road), nine hundred forty-five and fifty-five hundredths 945.55) feet west of the intersection of the said center line of Ellicott Creek Road with the center line of New Home Road, (also known as Buffalo- Millersport Highway), thence westerly along the center line of Ellicott Creek Road, forty-five (45) feet, thence southerly and at right angles to the center line of Ellicott Creek Road, nine hundred thirty (930) feet more or less to the center line of Ellicott Creek, thence easterly along the center line of Ellicott Creek (which forms the rear or southerly boundary of the land), about forty-five (45) feet to a point where a line drawn at right angles to the center line of Ellicott Creek Road from the point of beginning would intersect said center line of Ellicott Creek, thence northerly from the center line of Ellicott Creek, a distance of about nine hundred thirty-five (935) feet to the center line of Ellicott Creek Road to the Point or place of beginning.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Number sixty-eight (68), Township twelve (12), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of the Ellicott Creek Road distant seven hundred seventy and fifty-five hundredths (770.55) feet westerly from the intersection of the center line of the Ellicott Creek Road with the center line of the New Home Road thence westerly along the center line of the Ellicott Creek Road, one hundred seventy-five (175) feet; thence southerly at right angles to the centerline of the Ellicott Creek Road, nine hundred thirty-five (935) feet to the center line of the Ellicott Creek; thence easterly along the center line of the Ellicott Creek about one hundred seventy-nine (179) feet to a line drawn southerly at right angles to the Ellicott Creek Road from the point of beginning, thence northerly at right angles to the center line of the Ellicott Creek Road nine hundred fifty (950) feet to the place of beginning, containing four and two hundredths (4.02) acres of land, being the same more or less.

EXCEPTING therefrom the parcel at 2375 North Forest Road as well as any additional property reclassified by the Town Board from NCD-SA to OB by the Town Board on October 15, 1984 that is not part of the existing parcel at 2402 North Forest Road legally described as follows:

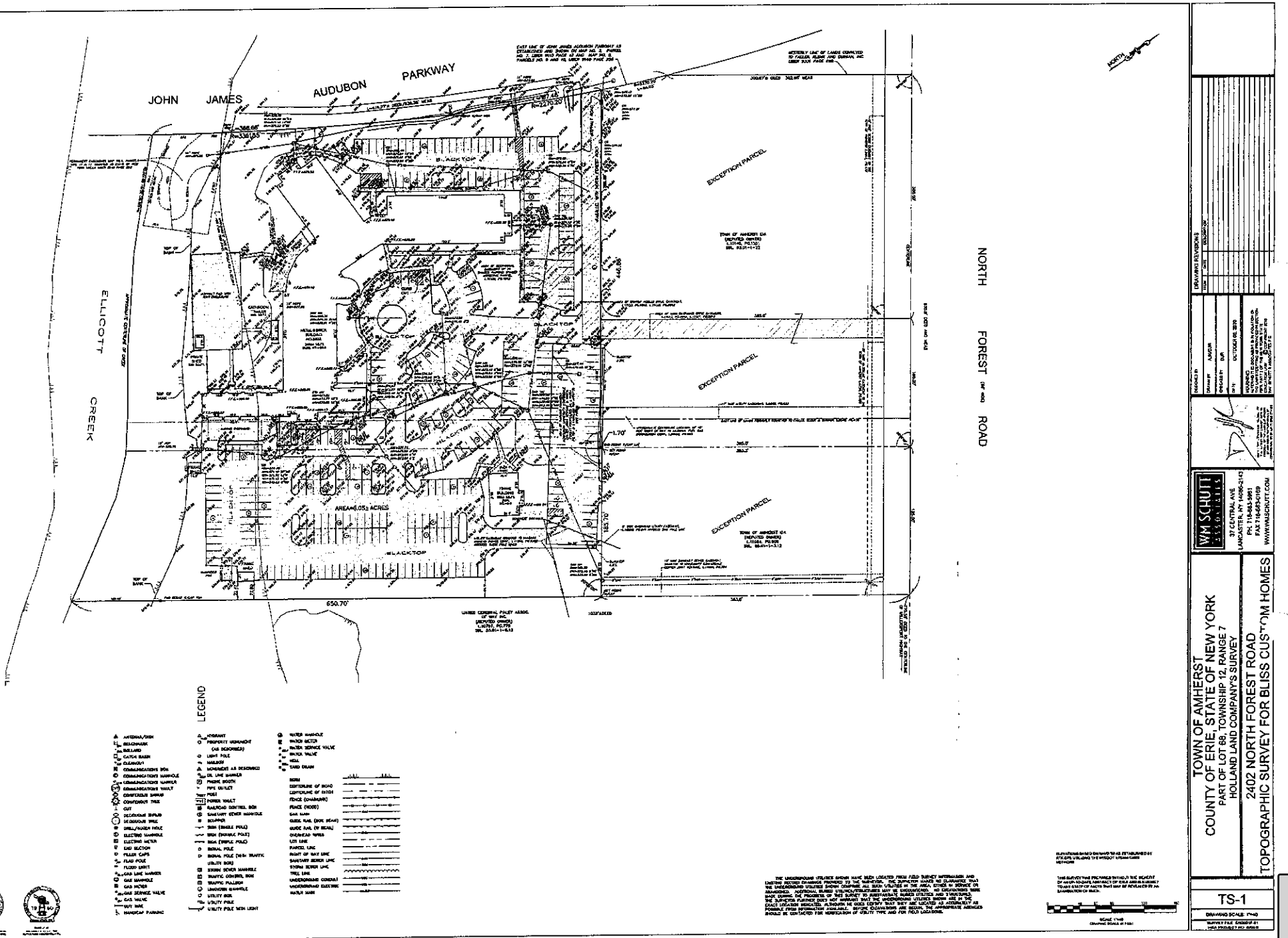
ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being Part of Lot 68, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

Beginning at a point in the centerline of North Forest Road (66 feet wide), 465.00 feet east of the west line of a deed filed in the Erie County Clerk's Office in Liber 9331 of Deeds at page 698; Thence easterly along the centerline of said North Forest Road, 185.00 feet to a point, 770.55 feet west of its intersection with the centerline of Millersport Highway; Thence southerly along a line making an angle to the left of 90°05'33" to the last mentioned course, 383.00 feet to a point; Thence westerly along a line at right angles to the last mentioned course, 185.00 feet to a point; Thence northerly along a line at right angles to the last mentioned course, 383.30 feet to the point or place of beginning and containing 1.49 Acres, more or less, to the right of way of North Forest Road.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Exhibit 3 – Reduced Size Copy of Survey of 2402 North Forest Road as Prepared by Wm. Schutt & Associates dated October 6, 2020 [Note: Full size copy of Survey also attached to this Application]

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of



TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK
PART OF LOT 88, TOWNSHIP 12, RANGE 7
HOLLAND LAND COMPANY'S SURVEY

2402 NORTH FOREST ROAD

TOPOGRAPHIC SURVEY FOR BLISS CUSTOM HOMES

WM SCHUTT ASSOCIATES

37 CENTRAL AVE
LANCASTER, NY 14086-2143
PH: 716-683-9961
FAX 716-683-0169
WWW.WMSCHUTT.COM

TS-1

DRAWING SCALE 1"=40

Exhibit 4A – Reduced Size Copy of the Site Plan as Prepared by Carmina Wood Morris DPC [Drawing C-100 – Date: 02/22/21] [Note: Full size copy of the Site Plan also attached to this Application]

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

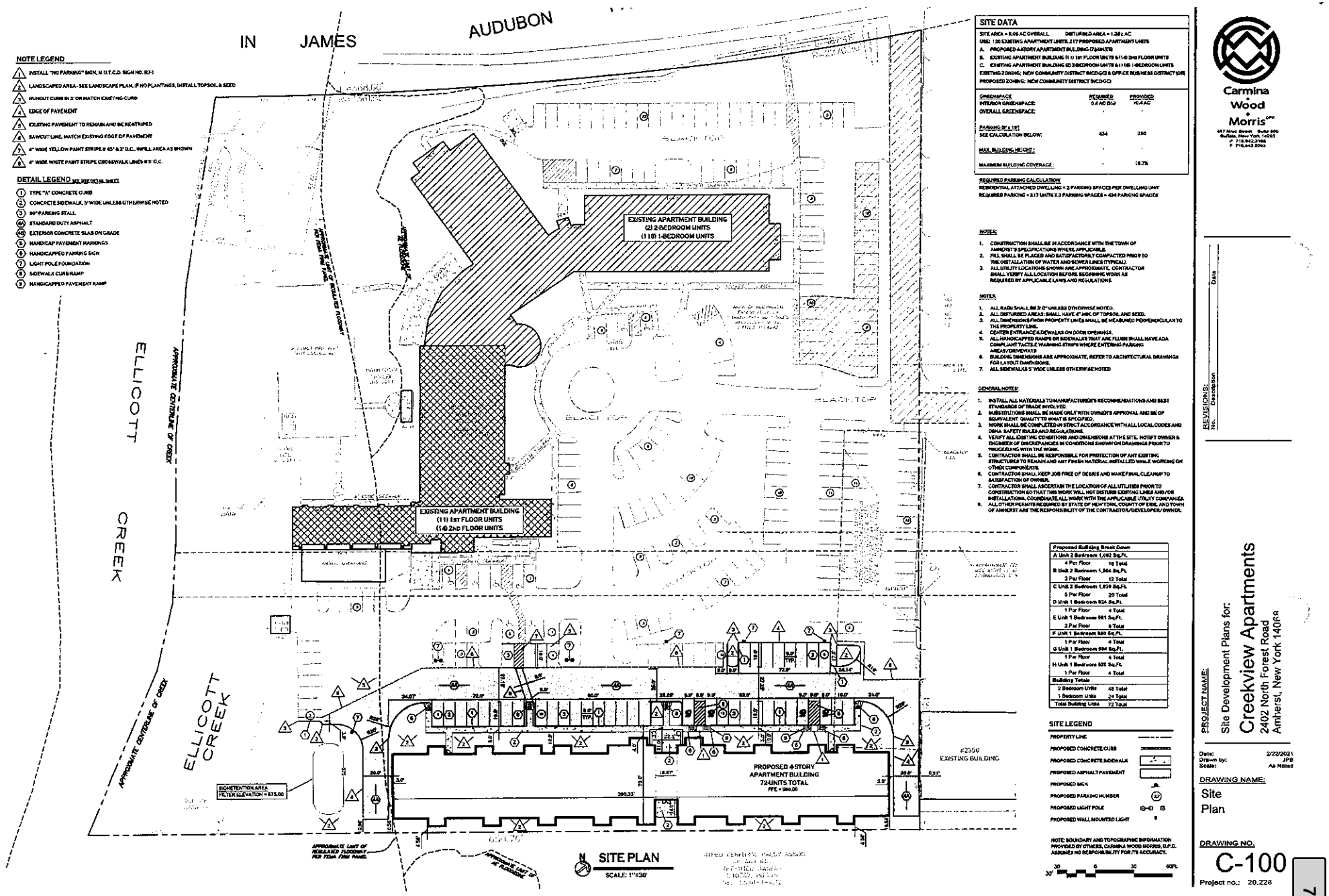
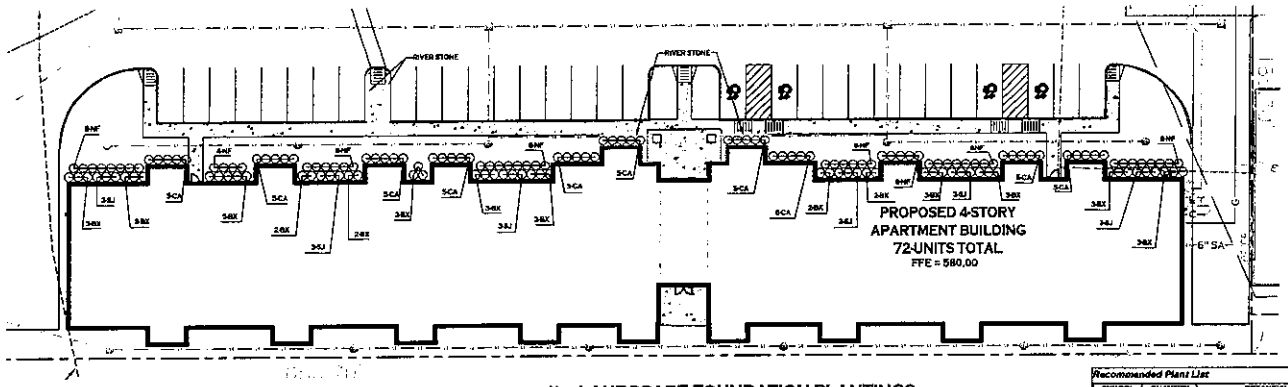

IN JAMES AUDUBON
NOTE LEGEND
1 INSTALL "NO PARKING" SIGN, M.U.T.C.D. SIGN NO. R7-1
2 LANDSCAPED AREA- SEE LANDSCAPE PLAN, IF NO PLANTINGS, INSTALL TOPSOIL & SEED
3 RUNOUT CURB IN 3' OR MATCH EXISTING CURB
4 EDGE OF PAVEMENT
5 EXISTING PAVEMENT TO REMAIN AND BE RESTRIPED
6 SAWCUT LINE, MATCH EXISTING EDGE OF PAVEMENT
7 4" WIDE YELLOW PAINT STRIPE @ 45° & 2' O.C., INFILL AREA AS SHOWN
8 4" WIDE WHITE PAINT STRIPE CROSSWALK LINES @ 5' O.C.
DETAIL LEGEND SEE RESPECTIVE SHEET
1 TYPE "A" CONCRETE CURB
2 CONCRETE SIDEWALK, 5' WIDE UNLESS OTHERWISE NOTED
3 90° PARKING STALL
4 STANDARD DUTY ASPHALT
4A EXTERIOR CONCRETE SLAB ON GRADE
5 HANDICAP PAVEMENT MARKINGS
6 HANDICAPPED PARKING SIGN
7 LIGHT POLE FOUNDATION
8 SIDEWALK CURB RAMP
9 HANDICAPPED PAVEMENT RAMP
EXISTING APARTMENT BUILDING
(2) 2-BEDROOM UNITS
(18) 1-BEDROOM UNITS
EXISTING APARTMENT BUILDING
(11) 1ST FLOOR UNITS
(14) 2ND FLOOR UNITS
ELLICOTT CREEK
APPROXIMATE CENTERLINE OF CREEK
APPROXIMATE CENTERLINE OF OVERFLOW
BIORETENTION AREA
FILTER ELEVATION = 875.00
PROPOSED 4-STORY
APARTMENT BUILDING
72-UNITS TOTAL
PFE = 880.00
#2390
EXISTING BUILDING
APPROXIMATE LIMIT OF REVISED FLOODWAY PER FEMA FIRM PANEL
APPROXIMATE LIMIT OF 1% FLOODPLAIN
SITE PLAN
SCALE: 1"=30'
SITE DATA
SITE AREA = 8.05 AC OVERALL; DISTURBED AREA = 1.38± AC
USE: 126 EXISTING APARTMENT UNITS, 2 (72 PROPOSED APARTMENT UNITS
A. PROPOSED 4-STORY APARTMENT BUILDING (72-UNITS)
B. EXISTING APARTMENT BUILDING (11) 1st FLOOR UNITS & (14) 2nd FLOOR UNITS
C. EXISTING APARTMENT BUILDING (2) 2-BEDROOM UNITS & (18) 1-BEDROOM UNITS
EXISTING ZONING: NEW COMMUNITY DISTRICT (NCDGC) & OFFICE BUSINESS DISTRICT (OB)
PROPOSED ZONING: NEW COMMUNITY DISTRICT (NCDGC)
GREENSPACE — REQUIRED: 0.4 AC (5%) — PROVIDED: 10.4 AC
INTERIOR GREENSPACE:
OVERALL GREENSPACE:
PARKING (9' x 18')
SEE CALCULATION BELOW: 434 280
MAX. BUILDING HEIGHT:
MAXIMUM BUILDING COVERAGE: 18.7%
REQUIRED PARKING CALCULATION:
RESIDENTIAL ATTACHED DWELLING = 2 PARKING SPACES PER DWELLING UNIT
REQUIRED PARKING = 217 UNITS X 2 PARKING SPACES = 434 PARKING SPACES
NOTES:
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF AMHERST'S SPECIFICATIONS WHERE APPLICABLE.
2. FILL SHALL BE PLACED AND SATISFACTORILY COMPACTED PRIOR TO THE INSTALLATION OF WATER AND SEWER LINES (TYPICAL).
3. ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL LOCATION BEFORE BEGINNING WORK AS REQUIRED BY APPLICABLE LAWS AND REGULATIONS.
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. ALL HANDICAPPED RAMPS OR SIDEWALKS THAT ARE FLUSH SHALL HAVE ADA COMPLIANT TACTILE WARNING STRIPS WHERE ENTERING PARKING AREAS/DRIVEWAYS
6. BUILDING DIMENSIONS ARE APPROXIMATE, REFER TO ARCHITECTURAL DRAWINGS FOR LAYOUT DIMENSIONS.
7. ALL SIDEWALKS 5' WIDE UNLESS OTHERWISE NOTED
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.
Proposed Building Break Down
A Unit 2 Bedroom 1,082 Sq.Ft.
4 Per Floor 16 Total
B Unit 2 Bedroom 1,564 Sq.Ft.
3 Per Floor 12 Total
C Unit 2 Bedroom 1,926 Sq.Ft.
5 Per Floor 20 Total
D Unit 1 Bedroom 824 Sq.Ft.
1 Per Floor 4 Total
E Unit 1 Bedroom 861 Sq.Ft.
2 Per Floor 8 Total
F Unit 1 Bedroom 880 Sq.Ft.
1 Per Floor 4 Total
G Unit 1 Bedroom 894 Sq.Ft.
1 Per Floor 4 Total
H Unit 1 Bedroom 920 Sq.Ft.
1 Per Floor 4 Total
Building Totals
2 Bedroom Units 48 Total
1 Bedroom Units 24 Total
Total Building Units 72 Total
SITE LEGEND
PROPERTY LINE
PROPOSED CONCRETE CURB
PROPOSED CONCRETE SIDEWALK
PROPOSED ASPHALT PAVEMENT
PROPOSED SIGN
PROPOSED PARKING NUMBER
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
REVISIONS: No. Description Date
PROJECT NAME:
Site Development Plans for:
Creekview Apartments
2402 North Forest Road
Amherst, New York 14068
Date: 2/22/2021
Drawn by: JPB
Scale: As Noted
DRAWING NAME:
Site Plan
DRAWING NO.
C-100
Project no.: 20.228
© Carmina Wood Morris DPC

Exhibit 4B – Reduced Size Copy of the Landscape Plan as Prepared by Carmina Wood Morris DPC [Drawing L-100 – Date: 02/22/21] - [Note: Full size copy of the Landscape Plan also attached to this Application]

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of



N LANDSCAPE FOUNDATION PLANTINGS
SCALE: 1"=20'

PLANTING NOTES:

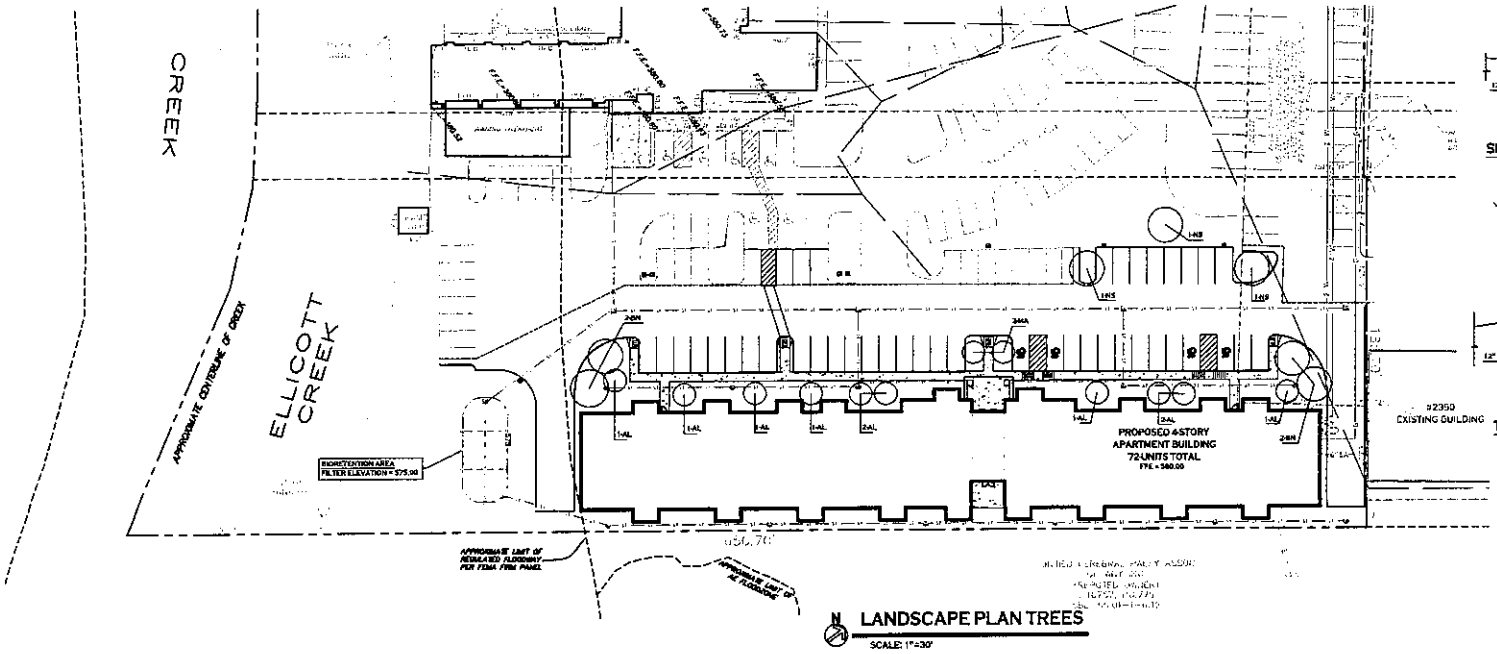
1. ALL INTERIOR LANDSCAPED AREAS SHALL HAVE A MINIMUM PLANTING SOIL DEPTH OF THREE (3) FEET AND BE FREE FROM ALL FORMS OF CONSTRUCTION DEBRIS AND FOREIGN MATERIAL.
2. ALL TREE PIT SAUCERS, SHRUB BEDS, ORNAMENTAL GRASS BEDS, AND PERENNIAL FLOWER BEDS SHALL RECEIVE THREE (3) INCHES DEPTH OF DARK SHREDDED HARDWOOD BARK MULCH.
3. ALL SEASONAL FLOWER BEDS SHALL BE A MINIMUM OF TWELVE (12) INCHES DEEP WITH A WELL-BLENDED MIXTURE OF 50% PEAT MOSS & 50% SCREENED TOPSOIL. NO MULCH SHALL BE INSTALLED IN THE SEASONAL FLOWER BEDS.
4. ALL DECIDUOUS AND EVERGREEN TREES SHALL BE STAKED WITH THREE (3) TREE STAKES AS PER TREE PLANTING DETAIL.
5. ALL SHRUBS SHALL BE INSTALLED AT A MINIMUM HEIGHT OF TWENTY-FOUR (24) INCHES.

Recommended Plant List

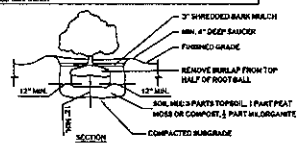
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
DECIDUOUS SHADE TREES					
NS	3	Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	2½-3" Cal.	B&B;
Bn	4	Betula nigra 'Cully'	Heritage Birch	10'-12' high	B&B; multi-stem (minimum three major stems)
SMALL/ORNAMENTAL TREES					
AG	10	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	1½"-2"Cal.	B&B,
MA	2	Malus Adirondack	Adirondack Crabapple	1½"-2"Cal.	B&B, mature width 10 feet
EVERGREEN TREES					
SHRUBS					
BX	40	Buxus x 'Green Mountain'	Green Mountain Boxwood	24" High	B&B, grown in partial shade
SJ	38	Spiraea japonica 'SMSJBAFA'	Double Play Pink Spirea	No. 3 Cont.	Grown to 2'-3' tall in partial shade
PERENNIALS					
CA	36	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass*	No. 2 Cont.	
NF	48	Nepeta x faassenii 'Walker's Low'	Wallays Low Catmint**	No. 3 Cont.	

*Ornamental grasses should be pruned back in late fall or early spring to allow new foliage to grow in spring. Divide mature plants after three years for better growth and to produce more plants.
**Leave spent foliage in place over winter to help protect the crown. Wait until early spring to cut it back

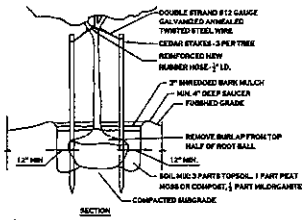
NOTE: All planting beds and tree pits shall receive a minimum 3 inch depth of dark shredded hardwood bark mulch



N LANDSCAPE PLAN TREES
SCALE: 1"=30'



SHRUB PLANTING DETAIL
NOT TO SCALE



TREE PLANTING DETAIL
NOT TO SCALE

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

Carmina Wood Morris DPC
467 Main Street Suite 600
Buffalo, New York 14203
P 716.842.3196
F 716.842.3083

ROBERT C. WALTER, RLA
REGISTERED LANDSCAPE ARCHITECT
3788 Dana Ave, East Amherst, NY 14051-2112
Phone: 716-364-8844
ROBWALKERCHAMP@GMAIL.COM

REVISIONS:
No. Description Date

PROJECT NAME:
Site Development Plans for:
Creekview Apartments
2402 North Forest Road
Amherst, New York 14068

Date: 2/1/21
Drawn by: JPB
Scale: As Noted

DRAWING NAME:
Landscape Plan

DRAWING NO.
L-100
Project no.: 20.228

© Carmina Wood Morris DPC All rights reserved. No use of these documents without the expressed written permission of Carmina Wood Morris DPC is prohibited. WARNING: It is unlawful for any person, unless acting under the direction of a licensed professional engineer, architect, landscape architect or land surveyor, to alter in any way an item bearing the seal of a licensed professional engineer, architect, landscape architect or land surveyor. If an item bearing such a seal is altered, the altering engineer, architect, landscape architect or land surveyor shall affix to the item his seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Exhibit 5 – Responses to Questions 11A & 11B of the Application

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

EXHIBIT 5

APPLICATION TO RECLASSIFY PORTION OF 2402 NORTH FOREST ROAD FROM OB TO NCD-GC

Question 11(A): Description of the character of the proposed development:

Response to Question 11(A): The layout of the proposed expansion of the multifamily project is depicted on the attached Site Plan [Drawing C-100] prepared by Carmina Wood Morris DPC. A full size copy of the Site Plan is attached and a reduced size copy is also provided at Exhibit "4A" of this Application. The requested reclassification of 1.53 acre of the 8.05 acre parcel at 2402 North Forest Road will accommodate the proposed expansion of the existing multifamily project as depicted on the Site Plan.

Question 11(B)(1): Rationale for rezoning request: 1. Why was this site chosen?

Response to Question 11(B)(1): The requested reclassification of 1.53 acres of the Project Site from OB to NCD-GC is being sought to correct the mistake made by the Town Board on October 15, 1984 in connection with its reclassification of a portion of the Project Site to OB. The Applicant purchased the Project Site in late 2020 after conducting appropriate due diligence indicating the zoning classification of the relevant 1.53 acres of the Project Site was NCD-GC.

Question 11(B)(2): Why cannot land be used with the existing zoning?

Response to Question 11(B)(2): The relevant 1.53 acres of Project Site is zoned OB which is not a permitted classification in the New Community District.

Question 11(B)(3): How will this rezoning impact surrounding properties?

Response to Question 11(B)(3): The requested reclassification of 1.53 acres of the Project Site from OB to NCD-GC to accommodate the proposed expansion of the existing multifamily project will not result in any potentially significant adverse impacts on surrounding properties. There will not be any development in the regulated floodway that encroaches onto the rear portion of the Project Site. A completed Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is attached as Exhibit "1".

Question 11(B)(4): How will this rezoning impact the school system?

Response to Question 11(B)(4): The proposed expansion of the multifamily project will have positive impacts on the school district since the project will generate annual property taxes to be received by taxing jurisdictions.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Exhibit 6 – Responses to Questions 16A, 16B, 16D & 16E of the Application

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

EXHIBIT 6

APPLICATION TO RECLASSIFY PORTION OF 2402 NORTH FOREST ROAD FROM OB TO NCD-GC

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 1.53 acres of 8.05 acre parcel at 2402 North Forest Road (the "Project Site") from OB to NCD-GC to accommodate the proposed expansion of the existing multifamily project as depicted on the attached Site Plan [Drawing C-100] prepared by Carmina Wood Morris DPC is consistent with the adopted Bicentennial Comprehensive Plan.

The primary reason the requested reclassification is consistent with the Comprehensive Plan is that the Town's Zoning Map already indicates the relevant 1.53 acres of 2402 Forest Road is zoned NCD-GC. An excerpt of the relevant portion of the Zoning Map is attached as Exhibit "7". Despite the fact the OB zoning classification was not permitted in the New Community District zoning classification, on October 15, 1984, the Town Board reclassified the relevant portion of the Project Site, which was formerly a portion of 2375 North Forest Road, from NCD-OB. Copies of the relevant documentation with respect to the incorrect decision issued by the Town Board on October 15, 1984 are attached as Exhibit "8".

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 1.53 acres of the Project Site from OB to NCD-GC.

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 requested reclassification of 1.53 acres of the Project Site from OB to NCD-GC to correct the mistake made by the Town Board in 1984 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:

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 reclassification is 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 expansion of the existing multifamily project is consistent with this objective.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

C. To prevent overcrowding of land;

Response: The proposed expansion of the existing multifamily 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 expansion of the existing multifamily project will not result in an excessive concentration of population and does not constitute 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 1.53 acres of the Project Site from OB to NCD-GC is 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 for the proposed expansion of the existing multifamily project will trigger the need for an Engineer's Report and SWPPP to be prepared by Carmina Wood Morris DPC for review and approval by the Town's Engineering Department. The proposed expansion of the existing multifamily project will not increase the 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 expansion of the existing multifamily project will not be inconsistent with this objective.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

H. To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.

Response: The proposed expansion of the existing multifamily project in a manner consistent with the Site Plan [Drawing C-100] attached to this Application 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 expansion of the existing multifamily project will not result in any potentially significant traffic impacts. No additional curbs cuts are proposed in connection with the project.

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.

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 requested reclassification of 1.53 acres of the Project Site from OB to NCD-GC is consistent with this objective since the Town's Zoning Map already depicts the relevant property as being zoned NCD-GC.

L. To accomplish the specific intents and goals set forth in the introduction to the respective sections.

Response: The requested reclassification of 1.53 acres of the Project Site from OB to NCD-GC is consistent with this objective.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

M. To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

Response: The proposed expansion of the existing multifamily 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 expansion of the existing multifamily 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 relevant 1.53 acres of the Project Site is not suitable for uses permitted in the OB zoning classification given the lack of demand of new office space and the fact the remainder of the Project Site is already being utilized for multifamily purposes.

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 1.53 acres of the Project Site from OB to NCD-GC to accommodate the proposed expansion of the existing multifamily 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-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Exhibit 7 – Excerpt of the relevant portion of the Zoning Map Depicting the Zoning Classification of the Relevant Portion of 2402 North Forest Road as NCD-GC

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

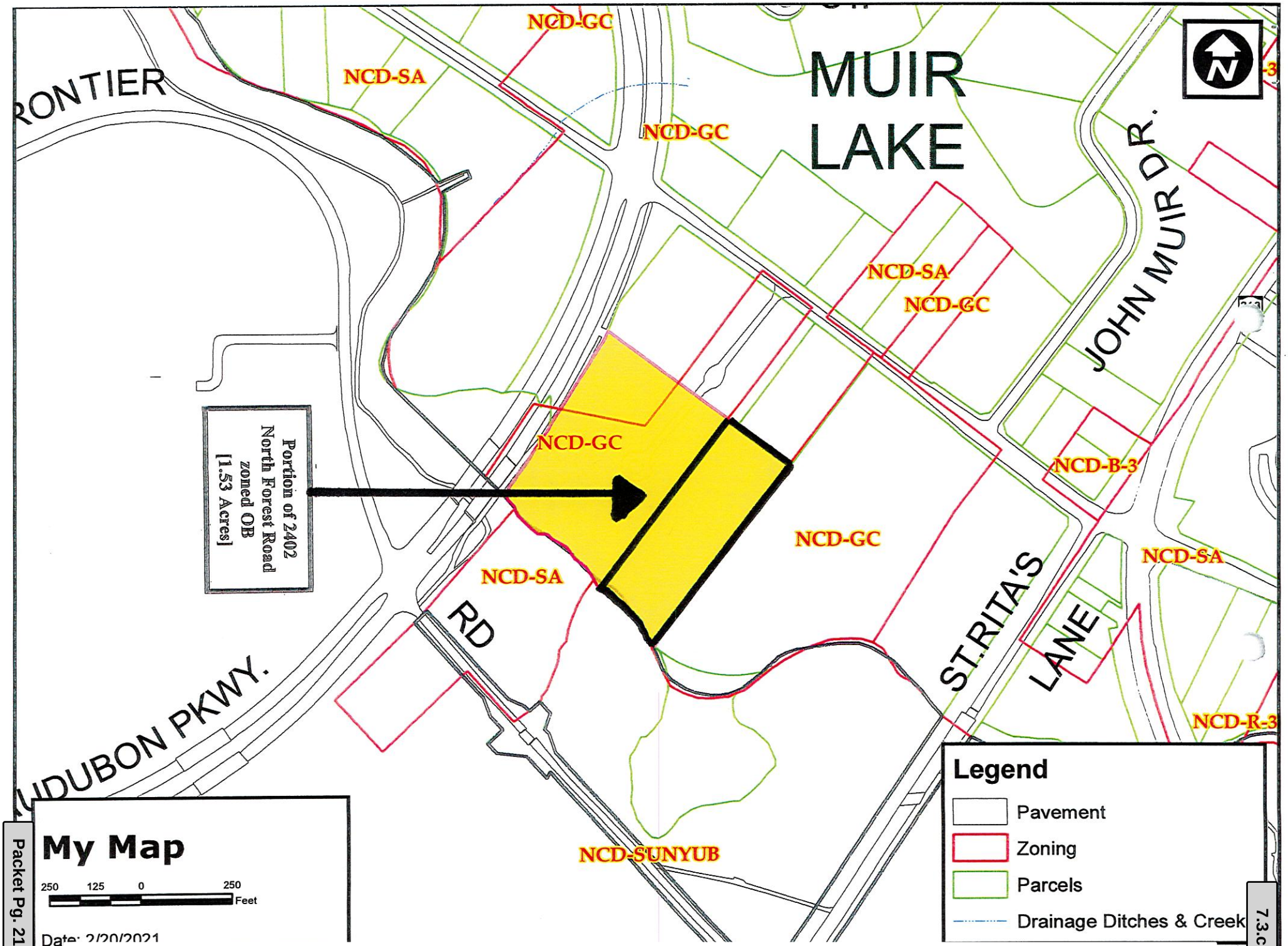

NCD-GC
NCD-SA
NCD-GC
MUIR
LAKE
NCD-SA
NCD-GC
JOHN MUIR DR.
NCD-B-3
NCD-GC
NCD-SA
NCD-SA
NCD-GC
NCD-R-3
NCD-SUNYUB
RONTIER
RD
AUDUBON PKWY.
ST.RITA'S
LANE
Portion of 2402
North Forest Road
zoned OB
[1.53 Acres]
My Map
250 125 0 250
Feet
Date: 2/20/2021
Legend
Pavement
Zoning
Parcels
Drainage Ditches & Creek

Exhibit 8 – Documentation Pertaining the Town Board's Reclassification of the Relevant Portion of 2402 North Forest Road from NCD-SA to OB on October 15, 1984

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Plan

AMENDMENT OF ORDINANCE

TAKE NOTICE that that portion of Chapter Ten of the ordinance of the Town of Amherst known as the Zoning Ordinance and the Zoning or use may thereunder having to do with the Use District in which the hereinafter described property is located, be and the same are hereby altered and amended so as to change the use district from NCD-SA to OB for the following described property to wit:

All that Tract or Parcel of Land, situated in the Town of Amherst, County of Erie and State of New York, being part of Lot Number sixty eight (68), Township twelve (12), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at a point in the center line of Ellicott Creek Road (also known as North Creek Road or North Forest Road), nine hundred forty-five and fifty-five hundredths (945.55) feet west of the intersection of the said center line of Ellicott Creek Road with the center line of New Home Road, (also known as Buffalo-Millersport Highway); thence westerly along the center line of Ellicott Creek Road, forty-five (45) feet; thence southerly and at right angles to the center line of Ellicott Creek Road, nine hundred thirty (930) feet more or less to the center line of Ellicott Creek; thence easterly along the center line of Ellicott Creek (which forms the rear or southerly boundary of the land), about forty-five (45) feet to a point where a line drawn at right angles to the center line of Ellicott Creek Road from the point of beginning would intersect said center line of Ellicott Creek; thence northerly from the center line of Ellicott Creek, a distance of about nine hundred thirty-five (935) feet to the center line of Ellicott Creek Road to the Point or place of beginning.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Number sixty-eight (68), Township twelve (12) Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of the Ellicott Creek Road distant seven hundred seventy and fifty-five hundredths (770.55) feet westerly from the intersection of the center line of the Ellicott Creek Road with the center line of the New Home Road; thence westerly along the center line of the Ellicott Creek Road, one hundred seventy-five (175) feet; thence southerly at right angles to the center line of the Ellicott Creek Road, nine hundred thirty-five (935) feet to the center line of the Ellicott Creek; thence easterly along the center line of the Ellicott Creek about one hundred seventy-nine (179) feet to a line drawn southerly at right angles to the Ellicott Creek Road from the point of beginning, thence northerly at right angles to the center line of the Ellicott Creek Road nine hundred fifty (950) feet to the place of beginning, containing four and two hundredths (4.02) acres of land, being the same more or less.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

The foregoing ordinance was amended and/or altered as set forth by the majority vote of the Town Board of the Town of Amherst at a regular meeting held pursuant to law after due notice of the proposed amendment or alteration. Said meeting was held in the Amherst Municipal Building, 5583 Main St., Village of Williamsville, County of Erie, New York, on the 15th day of October, 1984 at 7:30 o'clock P.M.

John R. Shearer, Town Clerk
Town of Amherst, Erie County
New York

Date adopted:	10/15/84
Date published	1/2/85
Date posted:	1/2/85
Date effective:	1/12/85

Petitioner: Audubon Development Corporation

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

JOHN R. SHARPE
Supervisor

JOHN R. SHEARER
Town Clerk

Councilmen

RICHARD C. BARTON
HAROLD J. COLLIER
WILLIAM L. KINDEL
LYNN MILLANE
CHARLES W. MOSES
LAWRENCE SOUTHWICK,

October 16, 1984

Audubon Development Corporation
2222 Millersport Highway
West Amherst, New York 14228

Gentlemen:

The Amherst Town Board, at their meeting held October 15, 1984, approved your request to rezone property at 2375 North Forest Road from NCD-SA to OB.

This approval was given subject to the recommendations of the Planning Board, a copy of which is attached.

Thank you for your continued interest in our community.

Very truly yours,

John R. Shearer
Town Clerk

JRS/jk
attch.
cc: Assessor
Building
Planning
Faller, Klenk & Quinlan
Town Board

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

TOWN OF AMHERST
PLANNING BOARD
RESOLUTION OF APPROVAL
AMENDMENT #6-AUDUBON DEVELOPMENT PLAN

PETITIONER

Audubon Development Corp.
2222 Millersport Highway
West Amherst, New York 14228

PROPERTY LOCATION

2375 North Forest Road
New Community District

WHEREAS the Town of Amherst Planning Board on Thursday. August 16, 1984 held a public hearing on an Amendment #6 to the Audubon New Community District Development Plan, 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 they have made findings on this project, and

WHEREAS the Planning Board finds that:

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

B. The proposed Revised Development Plan meets all the requirements of Subsections 1-10.1-1-10.5

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

D. There are 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 generally consistent with the Town Master Plan.

RECEIVED
'84 AUG 29 A10:55
TOWN OF AMHERST

It should be noted that the subject area is in the Flood Hazard Area as identified by the Department of Housing and Urban Development. All additional construction must be above the Base (100 year) Flood Elevation.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

RESOLUTION OF APPROVAL
AMENDMENT #6-AUDUBON DEVELOPMENT PLAN

PETITIONER	PROPERTY LOCATION
Audubon Development Corp.	2375 No. Forest Road

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 negative effect on the environment.

Additionally, it should be noted that an Environmental Impact Statement has been completed for Amendment #1 of the Development Plan and the Planning Board recommends that the Town Board determine that the present request is covered by the findings made pursuant to SEQR in that EIS.

NOW THEREFORE BE IT RESOLVED that the Planning Board, in accordance with Part III, Section 1-3.3.1 of the Zoning Ordinance offers a favorable report and recommends Town Board approval of Amendment #6 to the Audubon Development Plan.

The foregoing resolution was adopted by the

Town of Amherst Planning Board, August 16, 1984

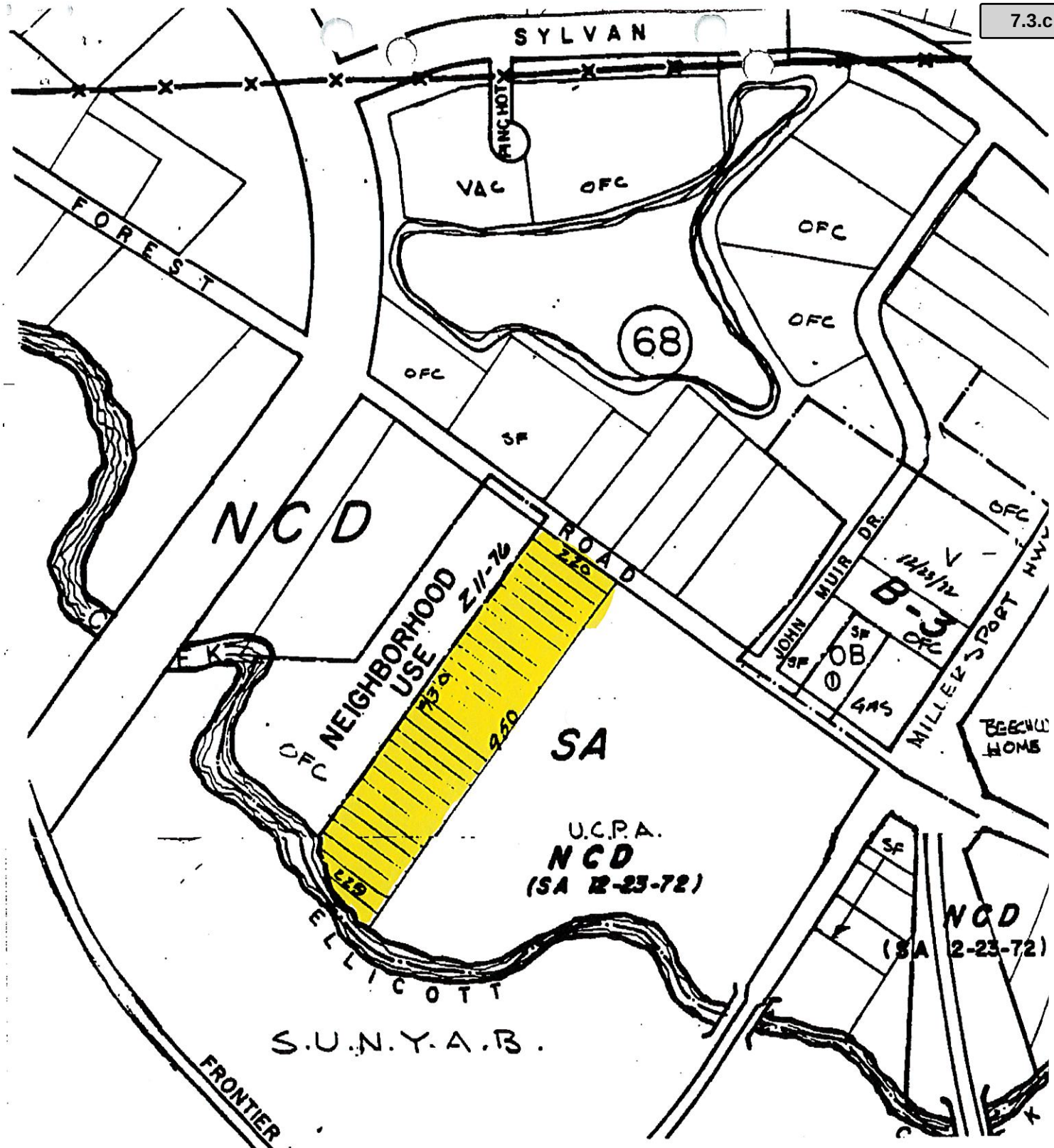
Howard H. English

Howard H. English, Chairman

cc: Town Clerk
Building Commissioner
Town Engineer
Petitioner

RECEIVED
'84 AUG 29 A10:55
TOWN OF AMHERST

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of



Z 19-84

AMENDMENT NO 6. AUDUBON PLAN - RESIDENTIAL TO COMMERCIAL

2375 N. FOREST RD

U.D.C. PETITIONER

SUBJ PARCEL

N

NO SCALE

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

district; and it is further
RESOLVED AND DETER MINED, that the establishment of a Lighting District No. 192 of the Town of Amherst as proposed be approved that as stated in the Order for Public Hearing no sum is proposed to be expended for construction in the proposed district; that a Lighting District No. 192 in the Town of Amherst, Erie County, New York is established to include the real property described in the Order for Public Hearing, wholly without any incorporated village and bounded and described as follows:
All that tract or parcel of land situated in the Town of Amherst County of Erie, State of New York and being part of Lot 63, Township 12, Range 7 of the Holland Land Company's Survey and being more particularly bounded and described as follows: Being all property as set forth and shown on a subdivision map entitled "Foxfire Subdivision," as filed in the Erie County Clerk's office under Map Cover No. 2532, and it is further
RESOLVED AND DETERMINED, that this resolution is subject to a permissive referendum as provided in Section 209-e of the Town Law.
Witness:
John R. Shearer
TOWN BOARD OF THE TOWN OF AMHERST By:
/s/ John R. Sharpe Supervisor
/s/ Richard C. Barton
/s/ Harold J. Collier
/s/ William L. Kindel
/s/ Lynn Millane
/s/ Charles W. Moses
/s/ Lawrence Southwick. Jr
Councilmen
APPROVED
Supervisor Sharpe took from the table application of Audubon Development Corp. to rezone premises [illegible] more particularly described in a notice in the Amherst Bee on 9/19/84 [illegible] a public hearing having been held on the matter on the 1st day of October 1984 in this hall at 7:30 o'clock P.M. DST and the hearing closed.
Thereupon Councilman Southwick offered the following resolution and moved the adoption, seconded by Councilman Collier.
RESOLVED, that the portion of Chapter 10 of the Ordinances of the Town of Amherst known as the Zoning Ordinance and the Zoning or Use Map thereunder having to do with the Use District in which the hereinafter described property is located, be and the same hereby are altered and amended so as [illegible] for the following described property, to wit:
All that Tract or Parcel of Land situated in the Town of Amherst County of Erie and State of New York, being part of Lot Number sixty-eight (68), Township twelve (12), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:
COMMENCING at a point in the center line of Ellicott Creek Road also known as North Creek Road or North Forest Road), nine hundred forty-five and fifty-five hundredths (945.55) feet west of the intersection of the said center line of Ellicott Creek Road with the center line of New Home Road, (also known as Buffalo/Millersport Highway); thence westerly along the center line of Ellicott Creek Road, forty-five (45) feet thence southerly and at right angles to the center line of Ellicott Creek
Road, nine hundred thirty (930) feet more or less to the center line of Ellicott Creek; thence easterly along the

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

center line of Ellicott Creek (which forms the rear or southerly boundary of the land), about forty-five (45) feet to a point where a line drawn at right angles to the center line of Ellicott Creek Road from the point of beginning would intersect said center line of Ellicott Creek; thence northerly from the center line of Ellicott Creek, a distance of about nine hundred thirty-five (935) feet to the center line of Ellicott Creek Road to the Point or place of beginning.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the Town of Amherst County of Erie and State of New York, being part of Lot Number sixty-eight (68), Township twelve (12) Range seven (7) of the Holland Land Company's Survey, bounded and described as follows.

BEGINNING at a point in the center line of the Ellicott Creek Road distant seven hundred seventy and fifty-five hundredths (770.55) feet westerly from the intersection of the center line of the Ellicott Creek Road with the center line of the New Home Road, thence westerly along the center line of the Ellicott Creek Road, one hundred seventy-five (175) feet; thence southerly at right angles to the center line of the Ellicott Creek Road, nine hundred thirty-five (935) feet to the center line of Ellicott Creek; thence easterly along the center line of the Ellicott Creek about one hundred seventy-nine (179) feet to a line drawn southerly at right angles to the Ellicott Creek Road from the point of beginning, thence northerly at right angles to the center line of the Ellicott Creek Road nine hundred fifty (950) feet to the place of beginning, containing four and two hundredths (4.02) acres of land, being the same more or less.

Subject to the recommendations: of the Planning Board.

Roll Call: Southwick, aye; Collier. aye; Kindel, aye; Moses, aye; Sharpe, aye; Millane, aye; Barton, aye.

The Supervisor declared the resolution adopted by a vote of [illegible] APPROVED.

Supervisor Sharpe took from the table application of The Foxberry Association, Inc. to rezone premises 409 Campbell Blvd. more particularly described in a notice in the Amherst Bee on 9/19/84 from R-3 to MFR-5 a public hearing having been held on the matter on the 1st day of October, 1984 in this hall at 7:30 o'clock P.M. DST and the hearing closed.

Thereupon Councilman Moses offered the following resolution and moved the adoption, seconded by Councilman Collier.

RESOLVED, that the portion of Chapter 10 of the Ordinances of the Town of Amherst known as the Zoning Ordinance and the Zoning or Use Map thereunder having to do with the Use District in which the hereinafter described property is located, be and the same hereby are altered and amended so as to change the Use District from R-3 to MFR-5 for the following described property, to wit:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York and being part of Lot 64, Township 12, Range 7 of the Holland Land Company survey (so-called) bounded and described as follows:

BEGINNING AT A POINT in the centerline of Campbell Boulevard (the centerline of Campbell Boulevard being the westerly line of Lot 64) and a distance of 1269.88 feet northerly, measured along the centerline of Campbell Boulevard from the southwesterly corner of Lot 64; said point of beginning being the northwesterly corner of the lands described in a deed to Hudson W Stroke recorded in Liber 7096 of Deeds at Page 463.

Thence: easterly, parallel with the southerly line of Lot 64 and along the northerly line of the said Stroke lands, a distance of 414.48 feet to the northeasterly corner thereof

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

TOWN OF AMHERST
PLANNING BOARD RESOLUTION
AMENDMENT #74 TO THE AUDUBON DEVELOPMENT PLAN
Z-2021-02

PETITIONER

2402 North Forest Road LLC
Paul Bliss
6790 Main St. Suite 100
Williamsville, NY 14221

PROPERTY LOCATION

2402 North Forest Road (portion) (NCD)

WHEREAS the Town of Amherst Planning Board on Thursday, April 15, 2021 held a remote public hearing on Amendment #74 to the Audubon New Community District Development Plan to include the property location for use as multi-family residential 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 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 #74 to the Audubon Development Plan with the following conditions:

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

TOWN OF AMHERST
PLANNING BOARD RESOLUTION
AMENDMENT #74 TO THE AUDUBON DEVELOPMENT PLAN
Z-2021-02

PETITIONER	PROPERTY LOCATION
2402 North Forest Road LLC	2402 North Forest Road (portion) (NCD)

The foregoing resolution was adjourned by the Town of Amherst Planning Board, April 15, 2021; moved by: M Cmiel; seconded by: B Penberthy; Ayes 5 , Noes 0; Absent 2 (Gelber, Gill).

Robert J. Gilmour, Chair — Date 4-22-21

RR/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-02_(2402 N Forest Rd)_2021\Z-2021-02_Resolution_041521.doc
cc: Commissioner of Building
Town Engineer
Highway Superintendent
Traffic/Safety Coordinator
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC, 5500 Main St. Suite 343, Williamsville, NY 14221
Paul Bliss, 2402 North Forest Road LLC, 6790 Main St. Suite 100, Williamsville, NY 14221
Jon Barniak, Carmina Wood Morris DPC, 487 Main St. Suite 500, Buffalo, NY 14203
David Sutton, Sutton Architecture PLLC, 5409 Main St. 2nd Floor, Williamsville, NY 14221

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

TOWN OF AMHERST
PLANNING BOARD RESOLUTION
AMENDMENT #74 TO THE AUDUBON DEVELOPMENT PLAN
Z-2021-02
CORRECTED

PETITIONER	PROPERTY LOCATION
2402 North Forest Road LLC	2402 North Forest Road (portion) (NCD)

The foregoing resolution was **approved** by the Town of Amherst Planning Board, April 15, 2021; moved by: M Cmiel; seconded by: B Penberthy; Ayes 5 , Noes 0; Absent 2 (Gelber, Gill).

_____ _____
Robert J. Gilmour, Chair Date

RR/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-02_(2402 N Forest Rd)_2021\Z-2021-02_Resolution_041521.doc
cc: Commissioner of Building
Town Engineer
Highway Superintendent
Traffic/Safety Coordinator
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC, 5500 Main St. Suite 343, Williamsville, NY 14221
Paul Bliss, 2402 North Forest Road LLC, 6790 Main St. Suite 100, Williamsville, NY 14221
Jon Barniak, Carmina Wood Morris DPC, 487 Main St. Suite 500, Buffalo, NY 14203
David Sutton, Sutton Architecture PLLC, 5409 Main St. 2nd Floor, Williamsville, NY 14221

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Agency Use Only [If applicable]

Project : 2402 N Forest Road; Z-2021-02

Date : February 25, 2021

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

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)

☐ NO ☑ YES

If "Yes", answer questions a - j. If "No", move on to Section 2.

	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: D2c. > demand for water - 87,`2 gal/day; D2d. Liquid waste generated-7,920 gal/day; D2e. 1 acre or more > in impervious areas; E2d. < 3; E2h. Stream 837-25		☑	☐

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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	☑	☐

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

l. Other impacts: Contains stream 837-25 Ellicott Ck - Lower/tribs - Nutrients, silt/sediment, aquatic		☑	☐

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: D2c. >demand for water 8,712 gal/day; D2d. >generate liquid waste 7,920;		☑	☐

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	☑	☐

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

g. Other impacts: E2i, j, k, Designated floodplain, 100-year and 500 year floodplain; Federal wetlands and stream 837-25 Ellicott Creek		☑	☐

6. Impacts on Air

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

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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: E2p. NYS rare species-Spiny Softshell		☑	☐

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: _____		☐	☐

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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

☑ NO ☐ YES

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

☐ NO ☑ YES

	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	☑	☐

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

d. Other impacts: E3f. EAF mapper indicates the property has potential archaeological sites		☑	☐
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:		☐	☐

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☑ NO ☐ YES
(See Part 1. D.2.j)
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. ☑ NO ☐ YES
(See Part 1. D.2.k)
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. ☑ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
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: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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 occur	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: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☐ NO ☑ YES
(See Part 1. C.1, C.2. and C.3.)
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: New Community District-General Commercial (NCD-GC)		☑	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☑ NO ☐ YES
(See Part 1. C.2, C.3, D.2, E.3)
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: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Agency Use Only [IfAppl

Project : 2402 N Forest Road; Z-2021-02

Date : February 25, 2021

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

1h.
D2c. Increase demand for water 8,719 gallons/day
D2d. Increase liquid waste generated 7,920 gallons/day
D2e. 1 acre or more of increase impervious surface
E2d. Less than 3 feet to waterline
E2h. Contains Stream #837-25 Ellicott Creek (Lower, tribs)
The above potential impacts will not result in any significant adverse environmental impacts at the project site.

3l.
E2h. Contains Stream #837-25 Ellicott Creek (Lower, tribs) Nutrients, silt/sediments, aquatic
The above potential impacts will not result in any significant adverse environmental impacts at the project site.
4h.
D2c. Increase demand for water 8,719 gallons/day
D2d. Increase liquid waste generated 7,920 gallons/day
The above potential impacts will not result in any significant adverse environmental impacts at the project site.
5g.
E2i, j, k: Designated floodplain, 100-year floodplain, 500-year floodplain, Federal waters, federal wetlands and stream # 837-25 Ellicott Creek
The above potential impacts will not result in any significant adverse environmental impacts at the project site.
7j.
E2p. Existence of NYS rare species - Spiny Softshell
The above potential impacts will not result in any significant adverse environmental impacts at the project site.
10e.
E3f. EAF mapper indicates the property potentially contains archaeological sensitive sites
The above potential impacts will not result in any significant adverse environmental impacts at the project site.
17h. The Zoning Ordinance designated this property as a New Community District - General Commercial (NCD-GC) zoned property.Currently zoned Office Building (OB) is inconsistent with Comprehensive Plan.
The above potential impacts will not result in any significant adverse environmental impacts at the project site.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: 2402 North Forest Road; Z-2021-02; Amendment to Audubon Development Plan and Reclassify zoning from OB to NCD-GC

Name of Lead Agency: Town of Amherst, New York

Name of Responsible Officer in Lead Agency: Daniel C. Howard, AICP

Title of Responsible Officer: Planning Director

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Date:

For Further Information:

Contact Person: Ellen Kost, Assistant Planning Director

Address: 5583 Main Street, Williamsville, NY 14221

Telephone Number: 716-631-7051

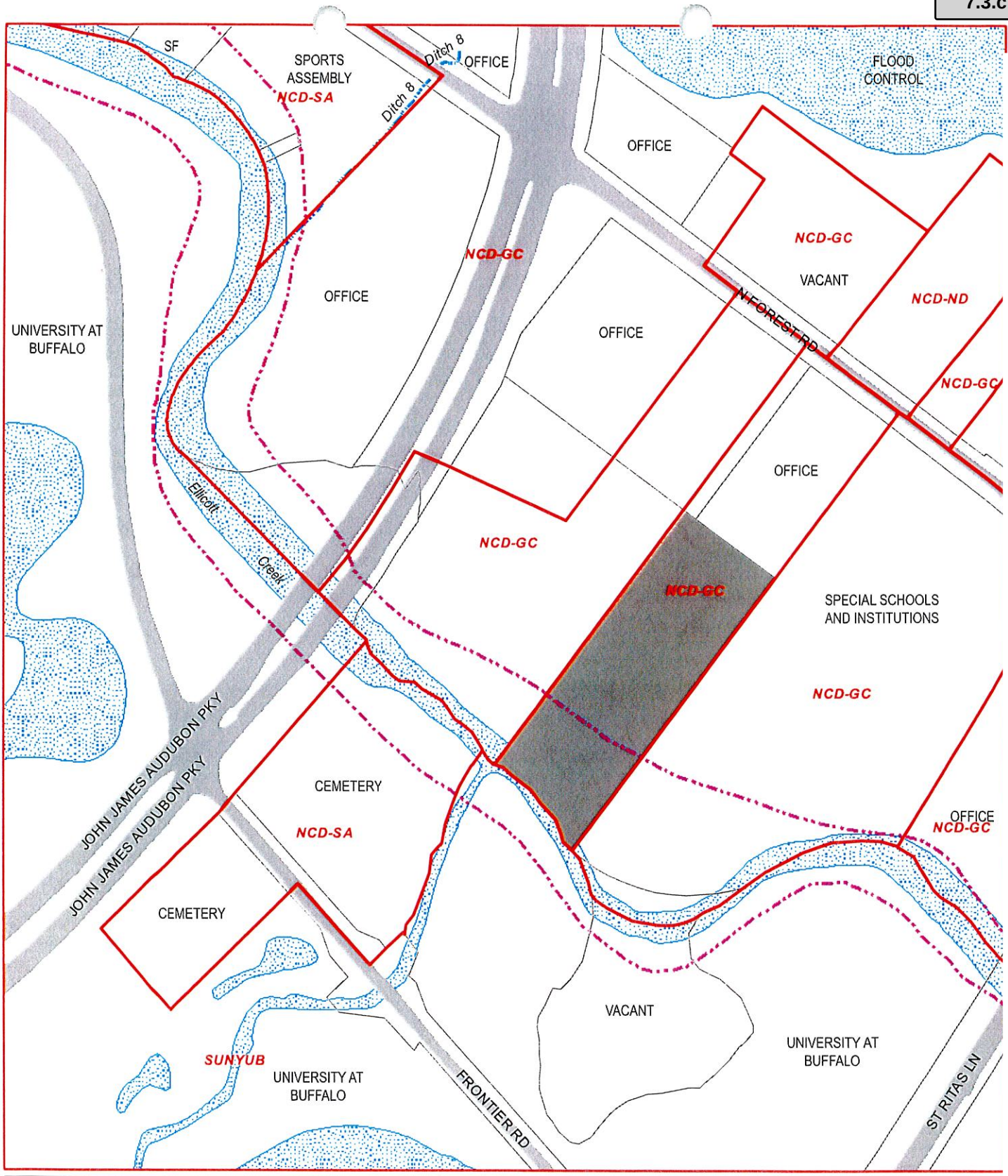
E-mail: ekost@amherst, ny.us

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of



Z-2021-02

Request to Reclassify 1.53+/- AC of Land from OB to NCD-GC, Amendment #74 to the Audubon Development Plan
Property Located at 2402 North Forest Road (portion) (NCD)

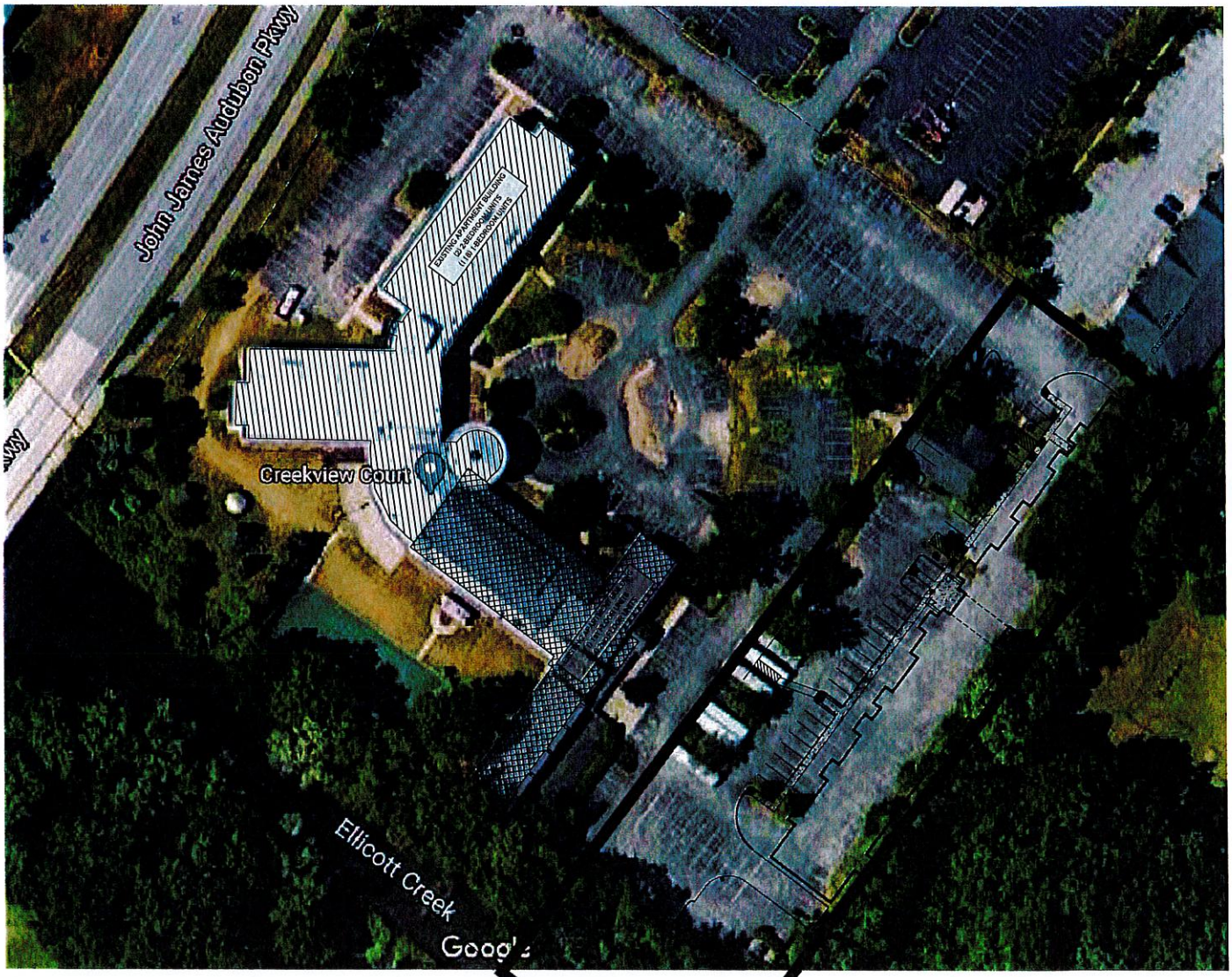
2402 North Forest Road LLC, Petitioner
April 15, 2021

2402 North Forest Road

Floodway Boundary

Prepared by the Town of Amherst Planning Department

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of



AERIAL PLAN

Z-2021-02
2402 North Forest Road
Received: 2/22/21

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

CONCEPT PLAN

Z-2021-02
2402 North Forest Road
Received: 2/22/21

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Z-2021-02

Request to Reclassify 1.53+/- AC of Land from OB to NCD-GC, Amendment #74 to the Audubon Development Plan Property Located at 2402 North Forest Road (portion) (NCD)

2402 North Forest Road LLC, Petitioner
April 15, 2021

2402 North Forest Road

Floodway Boundary

Prepared by the Town of Amherst Planning Department

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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 2, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
Williamsville Central School District
NYSDEC

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: AMENDMENT #74 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.53± ACRES OF LAND FROM **OB** TO **NCD GC. Z-2021-02**; PROPERTY LOCATED AT **2402 NORTH FOREST ROAD (PORTION) NCD**. 2402 NORTH FOREST ROAD, LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Agree with statements made.

If you do not, briefly state why: _____

General comments re ative 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: _____ ZEO **Date:** March 8, 2021

EK/SM/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-02_(2402 N Forest Rd)_2021\Z-2021-02_Transmittal_030221.doc

cc: Scott Marshall, Principal Planner
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC, 5500 Main St. Suite 343, Williamsville, NY 14221
Paul Bliss, 2402 North Forest Road LLC, 6790 Main St. Suite 100, Williamsville, NY 14221
Jon Barniak, Carmina Wood Morris DPC, 487 Main St. Suite 500, Buffalo, NY 14203
David Sutton, Sutton Architecture PLLC, 5409 Main St. 2nd Floor, Williamsville, NY 14221

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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 2, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
Williamsville Central School District
NYSDEC

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: AMENDMENT #74 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.53± ACRES OF LAND FROM **OB** TO **NCD GC. Z-2021-02**; PROPERTY LOCATED AT **2402 NORTH FOREST ROAD (PORTION) NCD**. 2402 NORTH FOREST ROAD, LLC, 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: No Issues or Concerns from Assessor's Office.

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:** 3/8/21

EK/SM/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-02_(2402 N Forest Rd)_2021\Z-2021-02_Transmittal_030221.doc

cc: Scott Marshall, Principal Planner
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC, 5500 Main St. Suite 343, Williamsville, NY 14221
Paul Bliss, 2402 North Forest Road LLC, 6790 Main St. Suite 100, Williamsville, NY 14221
Jon Barniak, Carmina Wood Morris DPC, 487 Main St. Suite 500, Buffalo, NY 14203
David Sutton, Sutton Architecture PLLC, 5409 Main St. 2nd Floor, Williamsville, NY 14221

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Amherst

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

RECEIVED
MAR 08 2021
TOWN OF AMHERST
PLANNING DEPT

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

MEMORANDUM March 2, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Cesel, 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
Williamsville Central School District
NYSDEC

RECEIVED
MAR 04 2021
TOWN OF AMHERST
BUILDING DEPT

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: AMENDMENT #74 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.53± ACRES OF LAND FROM **OB** TO **NCD GC. Z-2021-02**; PROPERTY LOCATED AT **2402 NORTH FOREST ROAD (PORTION) NCD.** 2402 NORTH FOREST ROAD, LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why:

General comments relative to your agency interests: Work being done within Floodway - Hydraulic Analysis required to Prove no rise to floodwaters

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:** 3-4-21

EK/SM/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-02_(2402 N Forest Rd)_2021\Z-2021-02_Transmittal_030221.doc

cc: Scott Marshall, Principal Planner
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC, 5500 Main St. Suite 343, Williamsville, NY 14221
Paul Bliss, 2402 North Forest Road LLC, 6790 Main St. Suite 100, Williamsville, NY 14221
Jon Barniak, Carmina Wood Morris DPC, 487 Main St. Suite 500, Buffalo, NY 14203
David Sutton, Sutton Architecture PLLC, 5409 Main St. 2nd Floor, Williamsville, NY 14221

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Amherst

790062

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
MAR 08 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

March 2, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
Williamsville Central School District
NYSDEC

TOWN OF AMHERST
PLANNING DEPT.
2021 FEB -4 AM 11:20

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: AMENDMENT #74 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.53± ACRES OF LAND FROM **OB** TO **NCD GC. Z-2021-02**; PROPERTY LOCATED AT **2402 NORTH FOREST ROAD (PORTION) NCD.** 2402 NORTH FOREST ROAD, LLC, 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:** 3/5/21

EK/SM/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-02_(2402 N Forest Rd)_2021\Z-2021-02_Transmittal_030221.doc

cc: Scott Marshall, Principal Planner
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC, 5500 Main St. Suite 343, Williamsville, NY 14221
Paul Bliss, 2402 North Forest Road LLC, 6790 Main St. Suite 100, Williamsville, NY 14221
Jon Barniak, Carmina Wood Morris DPC, 487 Main St. Suite 500, Buffalo, NY 14203
David Sutton, Sutton Architecture PLLC, 5409 Main St. 2nd Floor, Williamsville, NY 14221

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Amherst

790062

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
MAR 08 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM March 2, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
Williamsville Central School District
NYSDEC

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: AMENDMENT #74 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.53± ACRES OF LAND FROM **OB** TO **NCD GC. Z-2021-02**; PROPERTY LOCATED AT **2402 NORTH FOREST ROAD (PORTION) NCD.** 2402 NORTH FOREST ROAD, LLC, 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:** 3/5/21

EK/SM/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-02_(2402 N Forest Rd)_2021\Z-2021-02_Transmittal_030221.doc

cc: Scott Marshall, Principal Planner
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC, 5500 Main St. Suite 343, Williamsville, NY 14221
Paul Bliss, 2402 North Forest Road LLC, 6790 Main St. Suite 100, Williamsville, NY 14221
Jon Barniak, Carmina Wood Morris DPC, 487 Main St. Suite 500, Buffalo, NY 14203
David Sutton, Sutton Architecture PLLC, 5409 Main St. 2nd Floor, Williamsville, NY 14221

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Amherst

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

RECEIVED
MAR 05 2021
TOWN ATTORNEY

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

MEMORANDUM March 2, 2021

RECEIVED
MAR 10 2021
TOWN OF AMHERST
PLANNING DEPT.

FROM

TO:

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
Williamsville Central School District
NYSDEC

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: AMENDMENT #74 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.53± ACRES OF LAND FROM **OB** TO **NCD GC. Z-2021-02**; PROPERTY LOCATED AT **2402 NORTH FOREST ROAD (PORTION) NCD.** 2402 NORTH FOREST ROAD, LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? N/A.

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:** 3/9/21

EK/SM/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-02_(2402 N Forest Rd)_2021\Z-2021-02_Transmittal_030221.doc

cc: Scott Marshall, Principal Planner
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC, 5500 Main St. Suite 343, Williamsville, NY 14221
Paul Bliss, 2402 North Forest Road LLC, 6790 Main St. Suite 100, Williamsville, NY 14221
Jon Barniak, Carmina Wood Morris DPC, 487 Main St. Suite 500, Buffalo, NY 14203
David Sutton, Sutton Architecture PLLC, 5409 Main St. 2nd Floor, Williamsville, NY 14221

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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
MAR 05 2021
TOWN ATTORNEY

MEMORANDUM March 2, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
Williamsville Central School District
NYSDEC

RECEIVED
MAR 23 2021
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: AMENDMENT #74 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.53± ACRES OF LAND FROM **OB** TO **NCD GC. Z-2021-02**; PROPERTY LOCATED AT **2402 NORTH FOREST ROAD (PORTION) NCD**. 2402 NORTH FOREST ROAD, LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Agree with all statements made.

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.) none at this stage.

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

Signature: _____ **Date:** 3/18/21

EK/SM/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-02_(2402 N Forest Rd)_2021\Z-2021-02_Transmittal_030221.doc

cc: Scott Marshall, Principal Planner
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC, 5500 Main St. Suite 343, Williamsville, NY 14221
Paul Bliss, 2402 North Forest Road LLC, 6790 Main St. Suite 100, Williamsville, NY 14221
Jon Barniak, Carmina Wood Morris DPC, 487 Main St. Suite 500, Buffalo, NY 14203
David Sutton, Sutton Architecture PLLC, 5409 Main St. 2nd Floor, Williamsville, NY 14221

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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 2, 2021

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP
Williamsville Central School District
NYSDEC

RECEIVED
Williamsville Central School District
MAR 05 2021
Asst Superintendent for
Finance & Management Services

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: AMENDMENT #74 TO THE AUDUBON DEVELOPMENT PLAN, REQUEST TO RECLASSIFY 1.53± ACRES OF LAND FROM **OB** TO **NCD GC. Z-2021-02**; PROPERTY LOCATED AT **2402 NORTH FOREST ROAD (PORTION) NCD**. 2402 NORTH FOREST ROAD, LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? No comments.

If you do not, briefly state why: _____

General comments relative to your agency interests: Please know that future school bus transportation to this development would follow board policy.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) Not applicable

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

Signature: _____ **Date:** 3/9/21

EK/SM/bf
X:\Current_Planning\Files\Rezonings\2021\Z-2021-02_(2402 N Forest Rd)_2021\Z-2021-02_Transmittal_030221.doc

cc: Scott Marshall, Principal Planner
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC, 5500 Main St. Suite 343, Williamsville, NY 14221
Paul Bliss, 2402 North Forest Road LLC, 6790 Main St. Suite 100, Williamsville, NY 14221
Jon Barniak, Carmina Wood Morris DPC, 487 Main St. Suite 500, Buffalo, NY 14203
David Sutton, Sutton Architecture PLLC, 5409 Main St. 2nd Floor, Williamsville, NY 14221

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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.: ZR21-238

Received: 3/4/2021

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** April 15, 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 2402 North Forest Road

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) Amend the Audubon Development Plan to reclassify 4 acres of land from OB to NCD-GC.

8. Other remarks: (ID#, SBL#, etc.) Z-2021-02

9. Submitted by: Scott A. Marshall, Principal Planner February 23, 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 3/8/21**. 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: Date: 4/6/21

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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

May 4, 2021

Ellen Kost
Town of Amherst Planning Department
5583 Main Street
Williamsville, New York 14221

To Whom It May Concern:

SEQR Lead Agency Coordination
2402 North Forest Road
Audubon Development Plan
Town of Amherst, Erie County

This is to acknowledge receipt of your March 1, 2021 notice which requested State Environmental Quality Review Act (SEQR) Lead Agency status for the above-noted project. The Department concurs that the Town of Amherst Planning Department should act as SEQR Lead Agency, since the environmental impacts of the proposal are primarily of local significance. However, please be advised of the following:

1. Please be advised that Ellicott Creek is navigable under State definition. Consequently, any disturbance to the immediate streambank face and/or excavation or fill activities in Ellicott Creek will require a Protection of Waters Permit pursuant to Article 15, Title 5 of the New York State Environmental Conservation Law. It should also be noted that in-water work is restricted for Ellicott Creek from April 1 to June 30.

2. We have reviewed the available information in the New York State Natural Heritage Program databases on known occurrences of rare or state-listed animals and plants, of significant natural communities, and other significant habitats. An occurrence of the Spiny Softshell (*Apalone spinifera*) was noted. This turtle is a New York State Species of Special Concern and care should be taken to avoid impacts to this species and minimize impacts to its habitat. For most sites, comprehensive field surveys have not been conducted; the enclosed information only includes records from our databases. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. This information should not be substituted for on-site surveys that may be required for environmental impact assessment.

3. Ellicott Creek has been identified as containing threatened or endangered freshwater mussel species. If work in the stream is anticipated, the following information will be necessary to begin review of the project:

   a. At least 3 color photographs showing the shoreline, substrate and all areas of direct disturbance at the site of proposed construction

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

b. Preliminary or final project details/scope of work that provides an overview on the disturbance to the stream. This generally includes the following items:

i. Description and aerial map of the project footprint and area of impacts in the stream

ii. Description of construction means and methods

iii. Potential measures to mitigate impacts (e.g. erosion/sediment control plans)

c. Anticipated start date of construction

d. Justification for construction work

4. The project site appears to be within an archaeologically sensitive area based on information obtained through the Cultural Resource Information System (CRIS) on the New York State Office of Parks, Recreation and Historic Preservation's (OPRHP) website at https://cris.parks.ny.gov/. 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. Please recognize that normal agricultural activities, such as plowing, would not constitute such land disturbance. If there are any questions regarding this, contact OPRHP (telephone: 518/237-8643). Note: If any of the described Department approvals are required, an appropriate archaeological investigation must be conducted in order to satisfy the New York State Historic Preservation Act.

5. If project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator will be required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001). This General Permit requires the project sponsor, owner or operator to control stormwater runoff according to a Stormwater Pollution Prevention Plan (SWPPP), which is to be prepared prior to filing a Notice of Intent (NOI) and prior to commencement of the project. More information on General Permit GP-0-20-001, as well as the NOI form, is available on the Department's website at www.dec.ny.gov/chemical/43133.html.

   The Town of Amherst is designated as an MS4 community. The project sponsor, owner or operator of a construction activity that is subject to the requirements of a regulated, traditional land use control MS4 shall have their SWPPP reviewed and accepted by the MS4 community. The "MS4 SWPPP Acceptance" form must be signed by the principle executive officer or ranking elected official from the MS4 community, or by a duly authorized representative of that person, and submitted along with the NOI, to the Department at NOTICE OF INTENT, NYSDEC, Bureau of Water Permits, 625 Broadway, 4th Floor, Albany, New York 12233-3505, telephone: 518/402-8111 to receive Department approval before construction commences.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

6. 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, 503 Kensington Avenue, Buffalo, New York 14214, telephone: 716/961-6800, which acts as our agent, will be the approving agency.

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

   Recent wet weather system flow data can consist of:

   - Comprehensive information from recent Sanitary Sewer System Evaluation Studies, or

   - Wet weather data collected at (minimum of 3) key downstream nodes specified by the municipality.

     - This dated information can consist of instantaneous flow measurements or continuous flow or sewer depth measurements obtained during significant wet weather events, preferably during high groundwater conditions. Peak sewer flow recording methods are an acceptable method to collect this information.
     - Depth or flow measurements should continue until a significant wet weather event occurs, but would not have to extend beyond three months. A significant wet weather event is considered to be a daily rainfall amount of ½" or greater.

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

   This Downstream Sewer Capacity Analysis, as well as any required infiltration and inflow (I/I) rehabilitation offset work, should be part of the Project's Engineering Report. These items must be received as part of a complete sanitary sewer extension plan submission from the municipality (sewer owner) that signs the "Application for Approval of Plans" form. If adequate capacity is not available, the sewer extension will not be approved until an acceptable remediation plan is developed.

7. It was noted on the Federal Emergency Management Agency's (FEMA) FIRM Map No. 36029C that portions of the project site are located within or adjacent to the designated floodway and 100-year floodplain. The proposed project should be designed in accordance with all applicable local municipal laws for flood damage reduction.

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

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,

Lisa M Czechowicz

Lisa M Czechowicz
Deputy Regional Permit Administrator

KPD

ecc: Molly Bebak, NYSDEC Division of Water
Michael Todd, NYSDEC Division of Fish and Wildlife
Sean Hopkins, Hopkins Sorgi and McCarthy PLLC
Jon Barniak, Carmina Wood Morris
David Sutton, Sutton Architecture

Attachment: Z-2021-02_Town Board Packet2_051721 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of

Attachment: Kulpa-Ltr-05-30-21 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of Portion of 2402

May 30, 2021

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Application to Reclassify 1.53 Acres of 2402 North Forest Road from OB to NCD-GC and Amendment #74 of the Audubon Development Plan [Z-2021-02]
Applicant/Project Sponsor: 2402 North Forest Road, LLC
File 10003.55

Dear Supervisor Kulpa and Councilmembers:

The Town Board held a public hearing in connection with the pending request to reclassify/rezone approximately 1.53 acre of the property at 2402 North Forest Road from OB to NCD-GC during its meeting on May 17th. During the public hearing, a request was made to evaluate the project layout as depicted within the PowerPoint presentation for the purpose of providing pedestrian access from the proposed new multifamily building to the segment of the Town's bike path along the John James Audubon Parkway frontage of the Project Site. A copy of the PowerPoint presentation given during the public hearing held on May 17th is attached as Exhibit "1".

Attached as Exhibit "2" is the updated Site Plan [Drawing C-100] prepared by Carmina Wood Morris DPC for the purpose of providing pedestrian access from John James Audubon Parkway to the proposed multifamily building as well as pedestrian access from the existing multifamily building to the proposed multifamily building. Both the existing and proposed pedestrian access are highlighted in orange on the updated Site Plan that was included with the updated Site Plan submission made to the Planning Department on May 24th in connection with the pending request for Site Plan Approval for the proposed expansion of the existing multifamily project.

The approval of the pending requested reclassification/rezoning will rectify the decision of the Town Board issued on October 14, 1984 by which the relevant portion of 2402 North Forest Road was improperly rezoned to Office Building District, which is not a permitted zoning classification in the New Community District. As was mentioned during the public hearing held on May 17th, the Town's Zoning Map already indicates that the relevant portion of 2402 North Forest Road is currently zoned NCD-GC. The Project Sponsor acquired the property at 2402 North Forest Road on December 31, 2020 in reliance on the Zoning Map and a Zoning Compliance Letter issued by the Building Department on December 8, 2020.

The Town Board will be holding a continuation of the virtual public hearing in connection with the pending request to reclassify/rezone 1.53 Acres of 2402 North Forest Road from OB to NCD-GC during its next meeting on Monday, June 7th at 7:00 p.m. The Project Sponsor is requesting that the Town Board issue a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA") and approve both the requested reclassification/rezoning of 1.53 Acres of 2402 North Forest Road from OB to NCD-GC and Amendment #74 of the Audubon Development Plan during its meeting on June 7th.

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

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
Daniel Howard, AICP, Planning Director
Ellen Kost, AICP, Assistant Planning Director
Scott A. Marshall, Principal Planner
Paul M. Bliss, 2402 North Forest Road, LLC
Jon Barniak, Carmina Wood Morris DPC
Christopher Wood, P.E., Carmina Wood Morris DPC

Attachment: Kulpa-Ltr-05-30-21 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of Portion of 2402

Exhibit 1 – Copy of PowerPoint Presentation from Public Hearing held by the Town Board on May 17, 2021

Attachment: Kulpa-Ltr-05-30-21 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of Portion of 2402

Public Hearing – Town of Amherst Town Board

Request to reclassify 1.53± acres of land from OB to NCD-GC, Amendment #74 to the Audubon Development Plan

Address: 2402 North Forest Road

Petitioner: 2402 North Forest Road LLC

Z-2021-02

Attachment: Kulpa-Ltr-05-30-21 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of Portion of 2402 North Fore)

Location:

Portion of 2402 North Forest Road located at the southeast corner of North Forest Road and John James Audubon Parkway - Approximately 0.2 miles north of the intersection of North Forest Road and Millersport Highway

Current Zoning:

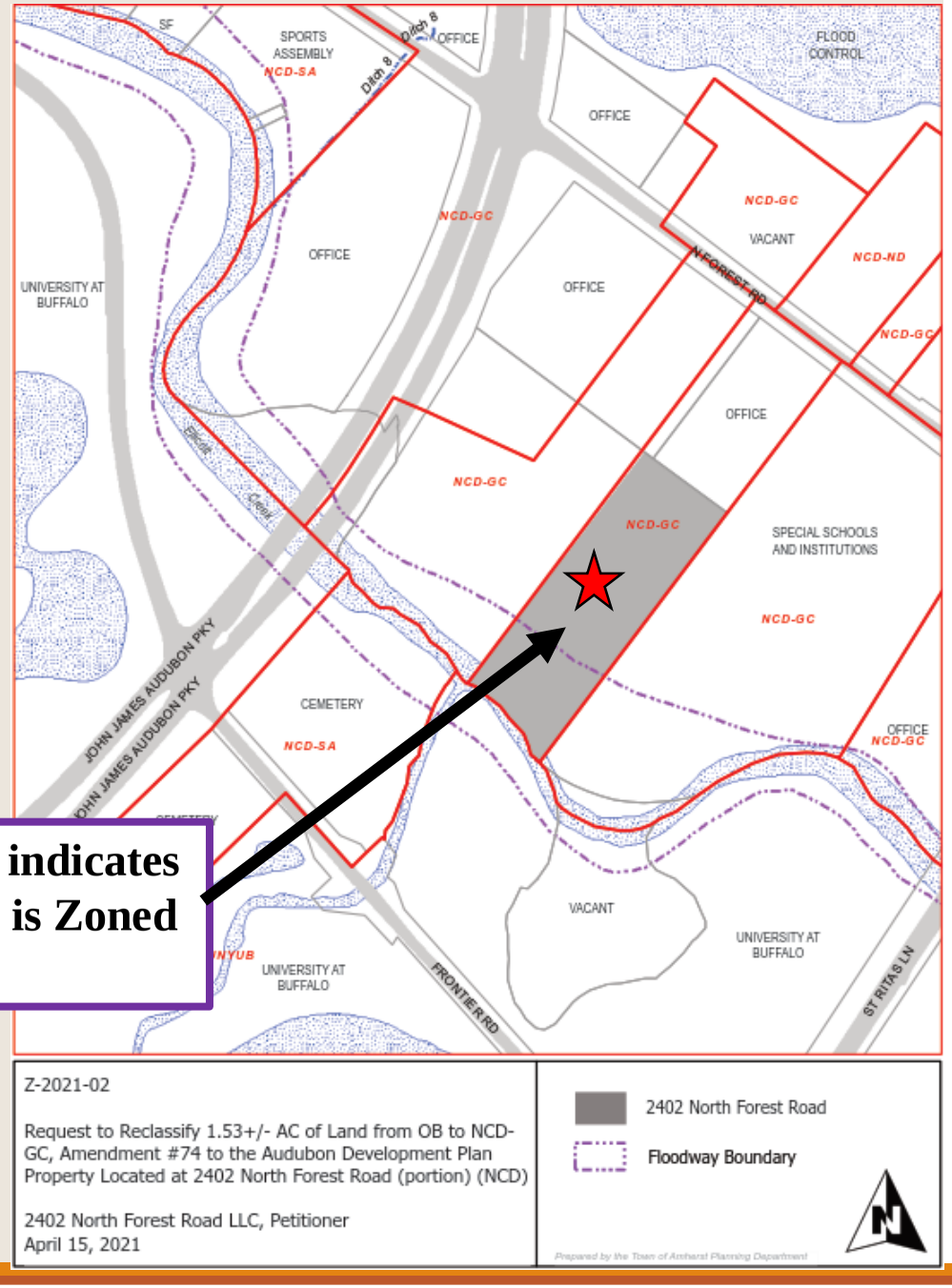
Office Building ("OB") (portion)

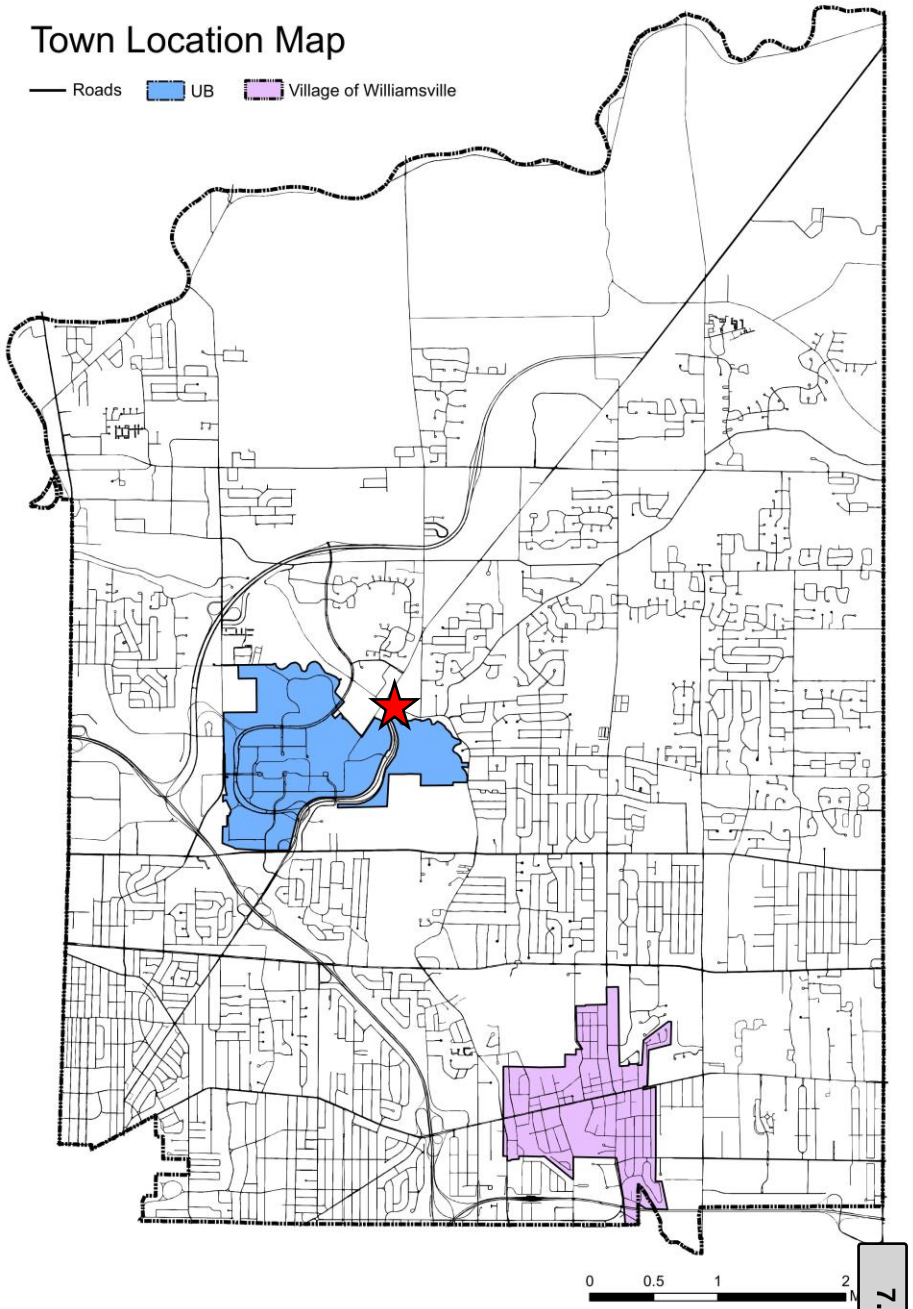
Zoning Map indicates the Property is Zoned NCD-GC

Land Uses:

SF – Single-family

V – Vacant





Existing Development: The overall site contains the Creekview Courts Apartments that contains 145 units and associated parking. The portion of the site proposed to be reclassified contains a large portion of the existing parking lot and a 2,023± sq. ft. vacant building to be demolished.

Parcel Size:

1.53± acres (portion of 2402 North Forest Road)

Neighboring Uses:

- Surrounded by commercial properties to the northeast, southeast and north zoned NCD-GC
- Property to the south and southwest are the Ellicott Creek and related buffer areas; and then property owned by UB

Project Description:

- Request to reclassify 1.53 acres of land consisting of a portion of the 8.1 acre parcel at 2402 North Forest Road from OB to NCD-GC and Amendment #74 to the Audubon Development Plan.
- Proposed reclassification and amendment is for construction of a 4-story, 72-unit apartment building to be located in the existing oversized parking lot as well as the internal conversion of 25 new apartments in the existing Creekview Courts Apartments building on the overall project site [Former Ramada Hotel and Conference Center].
- Access to the site is via an existing curb cut onto John James Audubon Parkway and two existing driveways onto North Forest Road that also serve existing office buildings
- Type I action pursuant to SEQRA Type I action due to proximity to Ellicott Creek - Part 1 of the Full Environmental Assessment Form submitted with the Application
- Project will not result in any potentially significant adverse environmental impacts – The proposed expansion will occur in an existing parking lot, there are not wetlands on the Project Site and SHPO issued a No Impact determination letter on March 31, 2021
- The proposed project requires Site Plan Approval from the Planning Board

Site Plan:

- Application for Site Plan Amendment filed on April 22 2021
- Planning Board public hearing tentatively scheduled for June 20th [there is not a Planning Board meeting in July]

- Relevant portion of 2402 North Forest Road rezoned from NCD-SA to OB by the Town Board on October 15, 1984
- Office Building District ("OB") zoning classification is not permitted zoning classification in the Audubon New Community District and was not a permitted zoning classification in 1984

TOWN OF AMHERST
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

JOHN R. SHARPE
Supervisor
JOHN R. SHEARER
Town Clerk

Councilmen
RICHARD C. BARTON
HAROLD J. COLLIER
WILLIAM L. KINDEL
LYNN MILLANE
CHARLES W. MOSES
LAWRENCE SOUTHWICK, JR.

October 16, 1984

Audubon Development Corporation
2222 Millersport Highway
West Amherst, New York 14228

Gentlemen:

The Amherst Town Board, at their meeting held October 15, 1984, approved your request to rezone property at 2375 North Forest Road from NCD-SA to OB.

This approval was given subject to the recommendations of the Planning Board, a copy of which is attached.

Thank you for your continued interest in our community.

Very truly yours,

John R. Shearer
Town Clerk

JRS/jk
attch.
cc: Assessor
Building
Planning
Faller, Klenk & Quinlan
Town Board

TOWN OF AMHERST
PLANNING BOARD
RESOLUTION OF APPROVAL
AMENDMENT #6-AUDUBON DEVELOPMENT PLAN

PETITIONER

Audubon Development Corp.
2222 Millersport Highway
West Amherst, New York 14228

PROPERTY LOCATION

2375 North Forest Road
New Community District

WHEREAS the Town of Amherst Planning Board on Thursday. August 16, 1984 held a public hearing on an Amendment #6 to the Audubon New Community District Development Plan, 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 they have made findings on this project, and

WHEREAS the Planning Board finds that:

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

B. The proposed Revised Development Plan meets all the requirements of Subsections 1-10.1-1-10.5

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

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

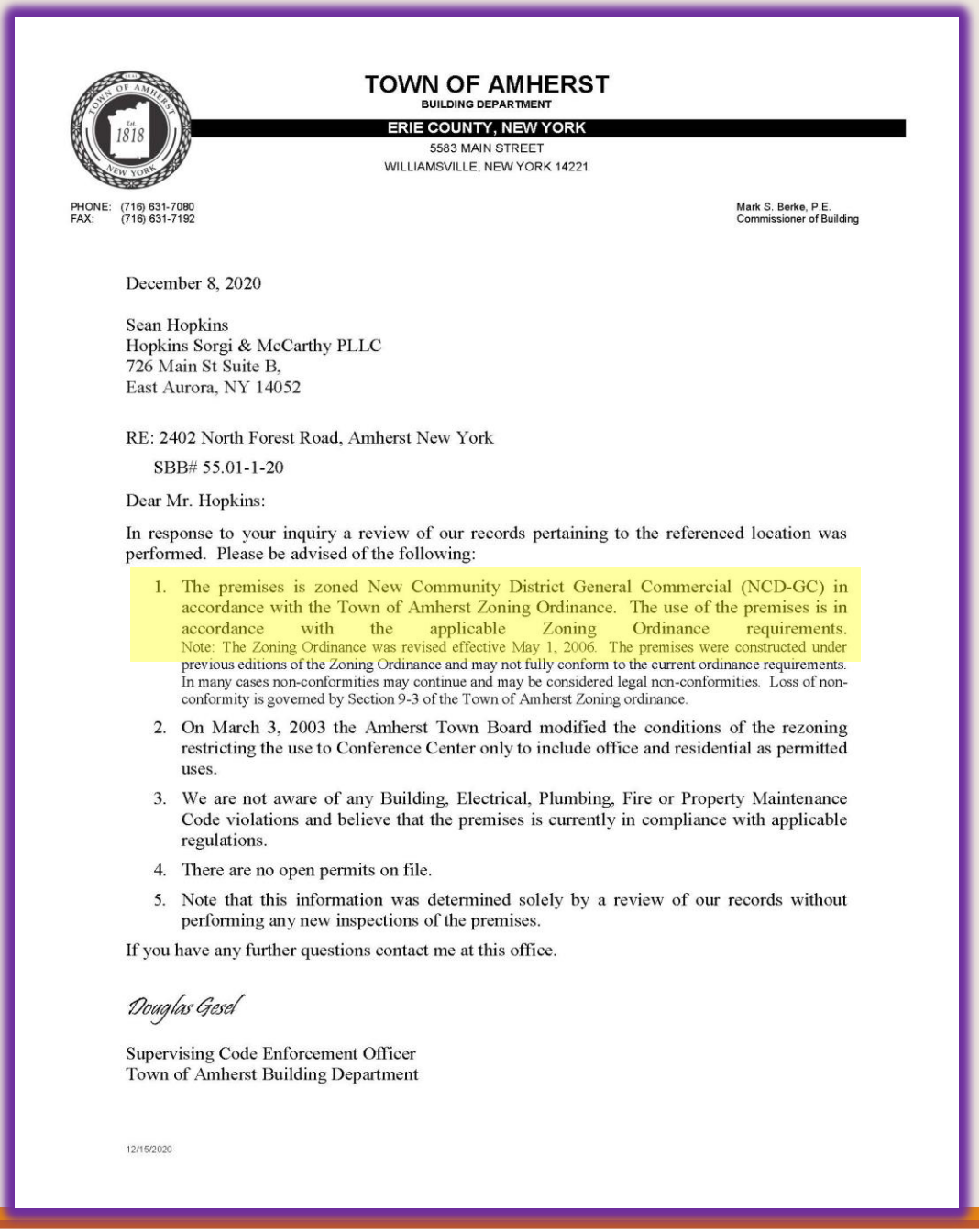
E. The proposed Amendment to the Development Plan is generally consistent with the Town Master Plan.

It should be noted that the subject area is in the Flood Hazard Area as identified by the Department of Housing and Urban Development. All additional construction must be above the Base (100 year) Flood Elevation.

RECEIVED
'84 AUG 29 A10:55
TOWN OF AMHERST

Proper Due Diligence Conducted Prior to the Recent Acquisition of 2402 North Forest Road:

- Property at 2402 North Forest Road purchased for $9,548,009.87 on December 31, 2020
- Purchaser conducted appropriate due diligence in connection with the purchase indicating the Project Site was properly zoned NCD-GC including obtaining a zoning compliance letter from the Building Department dated December 8, 2020
- **Town's Zoning Map states that the relevant portion of 2402 North Forest Road is zoned NCD-GC**
- Bank of Castile provided project financing after conducting extensive due diligence



TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

December 8, 2020

Sean Hopkins
Hopkins Sorgi & McCarthy PLLC
726 Main St Suite B,
East Aurora, NY 14052

RE: 2402 North Forest Road, Amherst New York
SBB# 55.01-1-20

Dear Mr. Hopkins:

In response to your inquiry a review of our records pertaining to the referenced location was performed. Please be advised of the following:

1. The premises is zoned New Community District General Commercial (NCD-GC) in accordance with the Town of Amherst Zoning Ordinance. The use of the premises is in accordance with the applicable Zoning Ordinance requirements. Note: The Zoning Ordinance was revised effective May 1, 2006. The premises were constructed under previous editions of the Zoning Ordinance and may not fully conform to the current ordinance requirements. In many cases non-conformities may continue and may be considered legal non-conformities. Loss of non-conformity is governed by Section 9-3 of the Town of Amherst Zoning ordinance.
2. On March 3, 2003 the Amherst Town Board modified the conditions of the rezoning restricting the use to Conference Center only to include office and residential as permitted uses.
3. We are not aware of any Building, Electrical, Plumbing, Fire or Property Maintenance Code violations and believe that the premises is currently in compliance with applicable regulations.
4. There are no open permits on file.
5. Note that this information was determined solely by a review of our records without performing any new inspections of the premises.

If you have any further questions contact me at this office.

Douglas Gesel

Supervising Code Enforcement Officer
Town of Amherst Building Department

12/15/2020

Planning Board's Favorable Recommendation:

- Planning Board held a public hearing on April 15th
- The Planning Board adopted a resolution by a unanimous vote recommending that the Town Board:
  - Issue a negative declaration pursuant to SEQRA,
  - Approve the reclassification/rezoning of 1.53 acres of 2402 North Forest Road from OB to NCD-GC ; and
  - Approve Amendment #74 to the Audubon New Community District Development Plan
- Planning Board issued a finding that the request is consistent with the adopted Comprehensive Plan
- **Conclusion**: Requesting that the Town Board issue a negative declaration and adopt a resolution approving e the reclassification/rezoning of 1.53 acres of 2402 North Forest Road so that the NCD classification will be consistent with the Town's official Zoning Map and approving Amendment #74 to the Audubon New Community District Development Plan
- Questions…

Exhibit 2 – Updated Site Plan with On-Site Pedestrian Access Highlighted in Orange

Attachment: Kulpa-Ltr-05-30-21 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of Portion of 2402

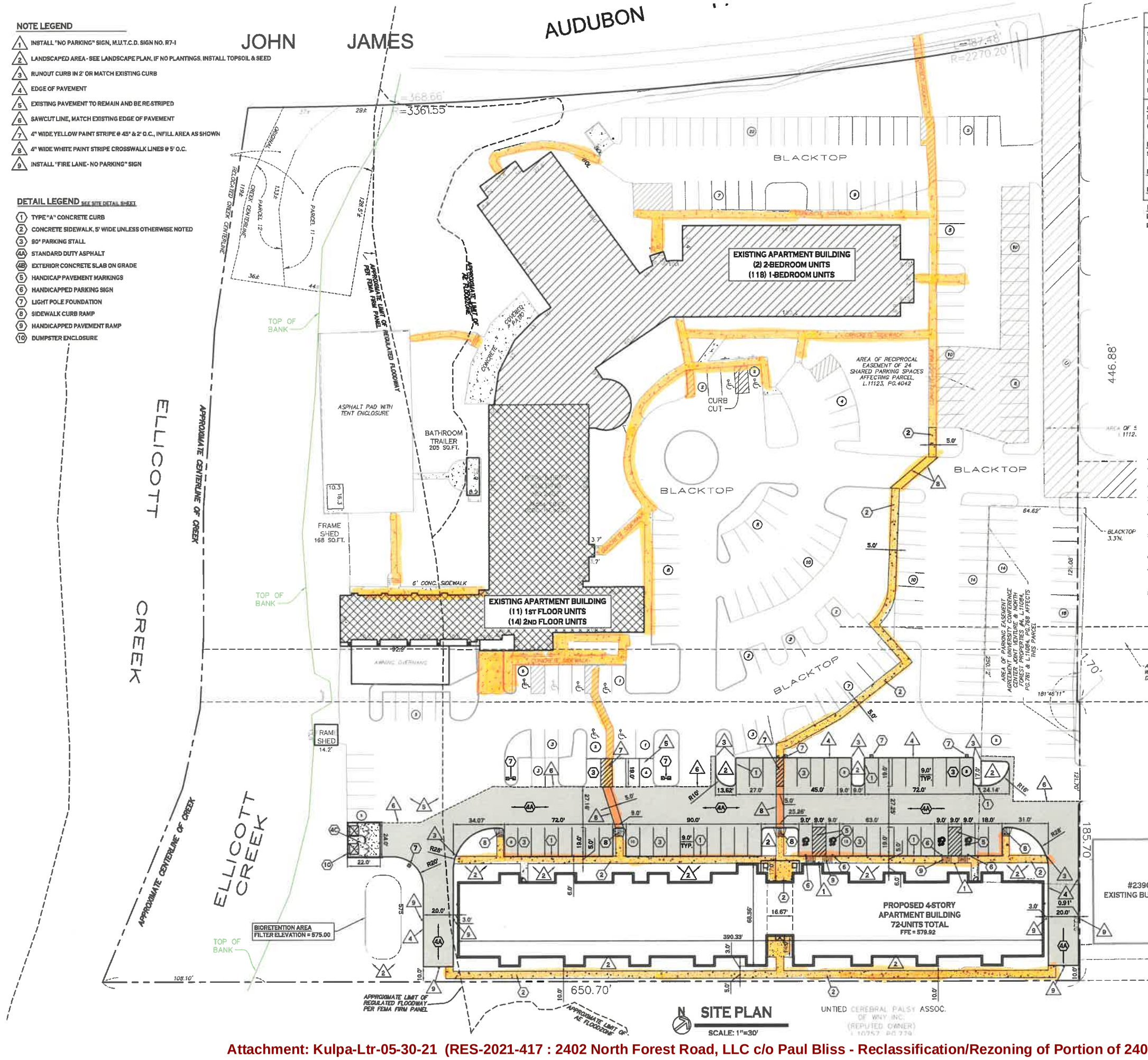
© Carmina Wood Morris DPC All rights reserved. Reuse of these documents, without the expressed written permission of Carmina Wood Morris, PC is prohibited. WARNING: It is violation of article 145 sections 7209H and 7301 of the New York State education law for any person, unless acting under the direction of a registered architect, licensed engineer or land surveyor to alter this drawing. If altered such R.A., P.E. or L.L.S. shall affix his or her seal, signature, the date, the notation "altered by" and a specific description of the alteration.

NOTE LEGEND

1. INSTALL "NO PARKING" SIGN, M.U.T.C.D. SIGN NO. R7-1
2. LANDSCAPED AREA - SEE LANDSCAPE PLAN, IF NO PLANTINGS, INSTALL TOPSOIL & SEED
3. RUNOUT CURB IN 2' OR MATCH EXISTING CURB
4. EDGE OF PAVEMENT
5. EXISTING PAVEMENT TO REMAIN AND BE RE-STRIPED
6. SAWCUT LINE, MATCH EXISTING EDGE OF PAVEMENT
7. 4" WIDE YELLOW PAINT STRIPE @ 45° & 2' O.C., INFILL AREA AS SHOWN
8. 4" WIDE WHITE PAINT STRIPE CROSSWALK LINES @ 5' O.C.
9. INSTALL "FIRE LANE - NO PARKING" SIGN

DETAIL LEGEND SEE SITE DETAIL SHEET

1. TYPE "A" CONCRETE CURB
2. CONCRETE SIDEWALK, 5' WIDE UNLESS OTHERWISE NOTED
3. 90° PARKING STALL
4A. STANDARD DUTY ASPHALT
4B. EXTERIOR CONCRETE SLAB ON GRADE
5. HANDICAP PAVEMENT MARKINGS
6. HANDICAPPED PARKING SIGN
7. LIGHT POLE FOUNDATION
8. SIDEWALK CURB RAMP
9. HANDICAPPED PAVEMENT RAMP
10. DUMPSTER ENCLOSURE



SITE DATA

SITE AREA = 8.05 AC OVERALL. DISTURBED AREA = 1.38± AC

USE: 120 EXISTING APARTMENT UNITS, 217 PROPOSED APARTMENT UNITS

A. PROPOSED 4-STORY APARTMENT BUILDING (72-UNITS, SEE BUILDING BREAK DOWN)
B. EX APARTMENT BLDG (NEW) (14) 1-BDRM UNITS, (7) 2-BDRM UNITS, (4) 3-BDRM UNITS
C. EX APARTMENT BLDG (OLD) (2) 2-BDRM UNITS & (118) 1-BDRM UNITS

EXISTING ZONING: NEW COMMUNITY DISTRICT (NCD-GC) & OFFICE BUSINESS DISTRICT (OB)

PROPOSED ZONING: NEW COMMUNITY DISTRICT (NCD-GC)

GREENSPACE	REQUIRED	PROVIDED
INTERIOR GREENSPACE:	0.4 AC (5%)	>0.4 AC
OVERALL GREENSPACE:	-	-
PARKING (9' x 19')		
SEE CALCULATION BELOW:	434	258
MAX. BUILDING HEIGHT:	-	-
MAXIMUM BUILDING COVERAGE:	-	16.7%

REQUIRED PARKING CALCULATION:

RESIDENTIAL ATTACHED DWELLING = 2 PARKING SPACES PER DWELLING UNIT

REQUIRED PARKING = 217 UNITS X 2 PARKING SPACES = 434 PARKING SPACES

NOTES:

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF AMHERST'S SPECIFICATIONS WHERE APPLICABLE.
2. FILL SHALL BE PLACED AND SATISFACTORILY COMPACTED PRIOR TO THE INSTALLATION OF WATER AND SEWER LINES (TYPICAL).
3. ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL LOCATION BEFORE BEGINNING WORK AS REQUIRED BY APPLICABLE LAWS AND REGULATIONS.

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. ALL HANDICAPPED RAMPS OR SIDEWALKS THAT ARE FLUSH SHALL HAVE ADA COMPLIANT TACTILE WARNING STRIPS WHERE ENTERING PARKING AREAS/DRIVEWAYS
6. BUILDING DIMENSIONS ARE APPROXIMATE, REFER TO ARCHITECTURAL DRAWINGS FOR LAYOUT DIMENSIONS.
7. ALL SIDEWALKS 5' WIDE UNLESS OTHERWISE NOTED

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.

Proposed Building Break Down	
A Unit 2 Bedroom 1,052 Sq.Ft.	
4 Per Floor	16 Total
B Unit 2 Bedroom 1,004 Sq.Ft.	
3 Per Floor	12 Total
C Unit 2 Bedroom 1,020 Sq.Ft.	
5 Per Floor	20 Total
D Unit 1 Bedroom 824 Sq.Ft.	
1 Per Floor	4 Total
E Unit 1 Bedroom 901 Sq.Ft.	
2 Per Floor	8 Total
F Unit 1 Bedroom 980 Sq.Ft.	
1 Per Floor	4 Total
G Unit 1 Bedroom 984 Sq.Ft.	
1 Per Floor	4 Total
H Unit 1 Bedroom 920 Sq.Ft.	
1 Per Floor	4 Total
Building Totals	
2 Bedroom Units	48 Total
1 Bedroom Units	24 Total
Total Building Units	72 Total

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
487 Main Street Suite 600
Buffalo, New York 14203
P 716.842.3165
F 716.842.0283

REVISIONS:

No.	Description	Date
1	Rev. Per Town of Amherst Comments	5/10/21

PROJECT NAME:
Site Development Plans for:
Creekview Apartments
2402 North Forest Road
Amherst, New York 14068

Date: 2/22/2021
Drawn by: JPB
Scale: As Noted

DRAWING NAME:
Site Plan

DRAWING NO.
C-100

Attachment: Kulpa-Ltr-05-30-21 (RES-2021-417 : 2402 North Forest Road, LLC c/o Paul Bliss - Reclassification/Rezoning of Portion of 2402 North Fore)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 23306 **RESOLUTION 2021-466** **ADOPTED**

Amherst Youth Board Appointment

WHEREAS, the Amherst Youth Board (Youth Board) is an organization offering varied services in support of children, youth and families living in the Town of Amherst. Chartered by the Amherst Town Board and New York State Executive Law, the agency is governed by a policy-making board of 23 citizen volunteers, comprising both adults and youth; and

WHEREAS, members are appointed by the Amherst Town Board for three-year terms and participate in decisions affecting programming, policies, funding and public relations for youth programs and services.

WHEREAS, the Youth Board also relies on the efforts and contributions of citizen volunteers in its programs. Many different volunteer opportunities are available, and may be tailored to individual needs; and

WHEREAS, Jodi Benson has expressed interest in serving on the Amherst Youth Board.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints adult member Jodi Benson to her first term to end December 31, 2023.

6/07/2021
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 23343 **RESOLUTION 2021-467** **ADOPTED**

Settlement Authority of Town Attorney

AGENDA ITEM - JUNE 7th, 2021

TO: **Town Board**

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

DATE: **June 2, 2021**

RE: **Settlement Authority of Town Attorney**

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

WHEREAS, Town Law §68(1) permits the Town Board to compromise or settle any action or proceeding against the Town, with the approval of the Court in which such action or proceeding is pending and settlement of any claim presented pursuant to General Municipal Law §50-h, Town Law §65-a and Town Law §67 with the approval of a Justice of the Supreme Court of the Judicial District in which the Town is located in; and

WHEREAS, Town Law §68(4) provides that notwithstanding, §68(1), the Town Board may compromise or settle any action, proceeding or claim against the Town upon such terms as the Town Board shall determine are just, reasonable and in the best interest of the Town; and

WHEREAS, the Town has entered into an Agreement with Omni Underwriting Managers, LLC d/b/a FutureComp ("FutureComp"), to act as the Town's Third Party Administrator and as such provides claims management services for the Town's General Liability, Automobile Liability, Police Liability, Public Officers' Liability and Dispatchers' Liability ("Liability Claims"); and

WHEREAS, pursuant to said Agreement, FutureComp and the Town Attorney are granted permission to settle smaller liability claims within certain parameters; and

WHEREAS, this Town Board has not formally granted settlement authority to either FutureComp as the Town's Third-Party Administrators ("TPA") for liability claims; and

WHEREAS, the Town Board wishes to grant settlement authority to its TPA and the Town Attorney to settle any and all claims, actions, proceedings and suits not exceeding Twenty-Five Thousand Dollars ($25,000.00), with the Town Board reserving to itself sole authority to settle claims in amounts exceeding Twenty-Five Thousand Dollars ($25,000.00); and

WHEREAS, this authority does not apply to proceedings brought pursuant to Article 7 of the Real Property Tax Law (Tax Certioraris);

THEREFORE BE IT RESOLVED, that the Town's TPA has the authority to settle liability claims in amounts not exceeding Seven Thousand Five Hundred Dollars ($7,500.00) with prior approval from the Town Attorney and without approval of the Town Board; and

BE IT FURTHER RESOLVED, that the Town Attorney is granted the authority, without approval of the Town Board, to settle any and all claims, suits or proceedings brought by or against the Town in amounts not exceeding Twenty-Five Thousand Dollars ($25,000.00); and

BE IT FURTHER RESOLVED, that settlements of all claims in amounts exceeding Twenty-Five Thousand Dollars ($25,000.00) shall require Town Board approval; and

BE IT FURTHER RESOLVED, that settlement of all claims in amounts exceeding Fifty Thousand Dollars ($50,000.00) shall require prior judicial approval along with Town Board approval.

SJS:nmb
c: Kathy Cooper, Deputy Town Clerk (**Agenda Item - June 7th, 2021**)

6/07/2021
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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: 06/07/21 07:00 PM
Department: Town Attorney
Initiated by: **Ann Demopoulos**
Co-Sponsored by:

DOC ID: 23355 **RESOLUTION 2021-468** **ADOPTED**

Abandonment and Sale of S. Linden Drive (Paper Street)

AGENDA ITEM : JUNE 7TH, 2021

TO: **Town Board**

FROM: **Ann Demopolous, Esq., Deputy Town Attorney**

DATE: **June 1, 2021**

RE: **Authorization to Commence Abandonment Proceedings and Authorization To Sell S. Linden Drive (Paper Street)**

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

RESOLVED, the Town Board authorizes the Town Attorney's Office to begin abandonment proceedings for S. Linden Drive, a paper street; and

RESOLVED, the Town Board authorizes the Supervisor to execute any and all documents associated with the preparation and pursuit of the abandonment proceeding; and

RESOLVED, that pursuant to New York State Highway Law Section 205, the Town Board hereby directs the Town of Amherst Superintendent of Highways to certify to the abandonment of the above paper street once abandonment proceedings have been initiated and followed through to completion by executing the attached Certificate of Abandonment; and

RESOLVED, that the Town Board and Town Supervisor also execute the attached Certificate of Abandonment after considering and approving the Resolution herein and once abandonment proceedings have been initiated and followed through to completion; and

RESOLVED, that the Town Board adopt the draft SEQR Negative Declaration attached hereto for both the abandonment and sale of S. Linden Drive (Paper Street) and authorize the Town Supervisor to execute the draft Negative Declaration;

NOW, THEREFORE BE RESOLVED, that to avoid undue hardship to any abutting or adjacent landowner, any required easements will be approved subject to review by the Town Attorney; and

THEREFORE BE IT FURTHER RESOLVED, the preparation of any Easement Agreement(s) will be the responsibility of the buyer(s)/landowner(s); and

BE IT FURTHER RESOLVED, that once the abandonment proceedings have been

finalized and the paper street is deemed abandoned, that the Town Board authorize the Town Attorney's Office to proceed with the sale of the paper street to interested parties.

AD:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(*w/attachment,* **Agenda Item : June 7th, 2021**)
Dan Howard, Director of Planning (*w/attachment)*
Ellen Kost, AICP, Assistant Planning Director (*w/attachment)*
Patrick G. Lucey, Superintendent of Highways (*w/attachment)*

6/07/2021
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

CERTIFICATE OF ABANDONMENT OF TOWN HIGHWAY

WHEREAS, it duly appears to the undersigned, Patrick G. Lucey, Superintendent of Highways of the Town of Amherst, County of Erie, State of New York, and to the Town Board of said Town that a portion of road, a paper street named South Linden Drive, a Town highway in said Town, that running along the north side of Wehrle Drive adjacent to 864 Wehrle Drive and extending South to a dead end street known as McIntire Drive, has become wholly disused and never built or opened; and

WHEREAS, it also duly appears to the undersigned, Patrick G. Lucey, Superintendent of Highways of the Town of Amherst, County of Erie, State of New York, that abandonment of such highway is proper and will not cause injustice or hardship to the owner or occupant of any lands adjoining such highway;

NOW THEREFORE, I, the undersigned Superintendent of Highways of the Town of Amherst, County of Erie, State of New York, do hereby and certify that the aforesaid portion of said highway has never been built or opened and has become wholly disused and that the abandonment of such highway is proper and will not cause injustice or hardship to the owner or occupant of any lands adjoining the same;

AND, said Superintendent of Highways of the Town of Amherst, County of Erie, State of New York, does hereby certify that the following is a description of the portion of said Town Highway, disused as aforesaid, to wit: a paper street known as South Linden Drive, never constructed, running along the north Side of Wehrle Drive adjacent to 864 Wehrle Drive and extending South to a dead end street known as McIntire Drive;

THEREFORE, the aforesaid portion of said Town highway is henceforth abandoned within the meaning and with the effect as provided for in the State of New York Highway Law §205.

ADOPTED: June 7th, 2021
Town Board of the Town of Amherst

Brian J. Kulpa, Town Supervisor

Jacqualine Berger, Deputy Supervisor/Councilwoman

Deborah Bruch-Bucki, Councilwoman

Shawn Lavin, Councilman

Michael Szukala, Councilman

Patrick G. Lucey
Superintendent of Highways
Town of Amherst, County of Erie,
State of New York

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 May 11, 2021

Town Board Agenda May 17, 2021

TO: Town Board

FROM: Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: Draft SEQR Negative Declaration –
Abandonment / Sale of Town Right-of-Way (South Linden Street)

Attached is a draft Negative Declaration for the Town Board's consideration prior to taking an affirmative vote on the abandonment / sale of a Town-owned paper street (South Linden Street).

Please contact me if you have any questions.

Attachment
Current Planning/Files/Special Requests/Abandonment/SR-2020-06 – 864 Wehrle Dr/Draft Neg Dec_051721

cc: Francina Spoth, Town Clerk
Stanley Sliwa, Town Attorney
Nicole Burroughs, Paralegal

Attachment: DraftSEQRNegDec-06022021114101 (RES-2021-468 : Abandonment and Sale of S. Linden Drive (Paper Street))

D R A F T

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Abandonment/Sale of Town Right-of-Way – South Linden Street (paper street) (SR-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: Abandonment / Sale of Town Right-of-Way (South Linden Street)

SEQR Status: Unlisted action

Description of Action: Abandonment and sale of a Town right-of-way known as South Linden Street (a paper street) which extends from Wehrle Drive to McIntire Road.

Location: North side of Wehrle Drive (adjacent to 864 Wehrle Drive); Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Attachment: DraftSEQRNegDec-06022021114101 (RES-2021-468 : Abandonment and Sale of S. Linden Drive (Paper Street))

Reasons Supporting This Determination

Based on information submitted by the applicant, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed request for abandonment of an unimproved Town right-of-way 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.

2. The action will result in the removal of some vegetation or fauna if the land is developed. The action is not expected to result in significant adverse impacts to fish or wildlife species, habitats or other natural resources.

3. The action is not expected to create any material conflict with the Town Comprehensive Plan.

4. The action is within an area identified by the State as potentially containing significant cultural or archeological resources. An archaeological assessment will be required when the site is under review for development to ensure 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.

6. The abandonment/sale of the Town right-of-way will not cause a major change in the use of either the quantity or type of energy.

7. The abandonment/sale of Town right-of-way will not create any hazard to human health.

8. The abandonment/sale of the Town right-of-way 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 action will not affect the scale of surrounding land uses, as it is within an established single-family neighborhood that is zoned R-3.

9. The abandonment/sale of the Town right-of-way will not significantly increase the number of people using the site over its previous level of use.

Attachment: DraftSEQRNegDec-06022021114101 (RES-2021-468 : Abandonment and Sale of S. Linden Drive (Paper Street))

10. Significant negative traffic impacts are not expected to result from the proposed action. The South Linden Street right-of-way will have direct access to Wehrle Drive, a County minor arterial.

11. Reviews of the request have been undertaken by Town Departments including Engineering, Highway, Traffic/Safety Board, Assessor, Fire Chiefs, Attorney and Right-of-Way Agent. These reviews have not identified any significant environmental issues and indicate that the action 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

cc: Amherst Town Clerk
Amherst Building Department
Amherst Town Attorney
Amherst Highway Superintendent

Attachment: DraftSEQRNegDec-06022021114101 (RES-2021-468 : Abandonment and Sale of S. Linden Drive (Paper Street))

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 23309 **RESOLUTION 2021-469** **ADOPTED**

Letter of Engagement Between the TOA and ENPM, Inc. (CRS# 2607)

AGENDA ITEM - JUNE 7th, 2021

TO: **Town Board**

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

DATE: **June 1, 2021**

RE: **Letter of Engagement - Emminger, Newton, Pigeon & Magyar (ENPM, Inc.) CRS #2607**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Letter of Engagement (CRS# 2607) relative to ENPM, Inc. making a determination of value on a Town-owned right-of-way referred to as "Kensington Avenue Alleyway."

Thank you.

SJS:nmb:hs
Attachment
c: Kathy Cooper, Deputy Town Clerk
(*w/attachment*, **Agenda Item : June 7th, 2021**)

6/07/2021
Consent

FINANCIAL IMPACT:

$150.00/hour NTE $1,500.00 - A1420.4090

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

LETTER OF ENGAGEMENT

This contract is binding upon Emminger, Newton, Pigeon & Magyar, Inc (ENPM, Inc.) herein referred to as the Contractor, and the Town of Amherst, herein referred to as the Client.

1. The Contractor agrees to provide a Consulting Services that will enable the client to make an decision on the valuation of the town-owned right-of-way south of Bentham Parkway in the Town of Amherst, based on an exterior inspection of the property and public records, regarding the property identified as:

   - Town of Amherst Right-of-Way
     South of Bentham Parkway

2. The Contractor agrees to have the information to the Client within 3-weeks upon receiving signed authorization to proceed and after being in receipt of all relevant information.

3. The fees, inclusive of all costs, is:

   - Consulting Report
     $150/hour (not to exceed $1,500)

4. It is further agreed and understood that if any portion of the compensation or costs due to the Contractor becomes delinquent, the Client will pay interest thereon at the rate of 10% per annum on said account from the due date until paid, and further agrees to pay all costs of collection thereof, including reasonable attorney's fees, court costs etc.

5. In the event that the Client desired to cancel this contract, written notice thereof shall be delivered to the Contractor, and it is agreed that the Contractor shall receive compensation from the Client for all services rendered at the rate of $100/hour (minimum of $300 when property has been inspected) for the time actually spent prior to receipt of written notice to stop work, plus all costs advanced in connection with said work prior to receipt of such written notice.

Accepted by:

Town of Amherst
By Brian Kulpa
Supervisor, Town of Amherst
June _____, 2021

ENPM, Inc.
by Michael D. Pijanowski
Vice President
May 13, 2021

Attachment: EmmingerLOE-06022021105459 (RES-2021-469 : Letter of Engagement Between the TOA and ENPM, Inc. (CRS# 2607))

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23310 **RESOLUTION 2021-470** **ADOPTED**

License Agreement - 84 S. Rockingham Way (Kapri) CRS #2629

AGENDA ITEM : JUNE 7TH, 2021

TO: **Town Board**

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

DATE: **June 1, 2021**

RE: **Request for License Agreement (CRS# 2629)**
Installation of Dock, Railing and Access Gate
Property Located At:
84 S. Rockingham Way, Amherst, New York 14228

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

The owner of the above-referenced property is seeking permission to construct and install a dock, railing and access gate that would encroach into an existing Town-owned easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item: June 7th, 2021**)
Tim Lucey, General Crew Chief, Highway Department (*w/attachment*)

6/07/2021
Consent

FINANCIAL IMPACT:

$230.00 - Fees for preparation of License Agreement and filing fee - Costs responsibility of homeowner(s)

A5010.02724

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

Return to: Town of Amherst
Attorney's Office
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST
LICENSE AGREEMENT

THIS AGREEMENT, made as of this ____ day of June, 2021, between the Town of Amherst, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 5583 Main Street, Williamsville, New York 14221, Party of the First Part hereinafter referred to as the "Town" and

Bishnu Kapri
84 S. Rockingham Way
Amherst, New York 14228
SBL: 27.11-4-32

Parties of the Second Part hereinafter referred to as the "Owner."

WITNESSETH:

WHEREAS, the Owner is presently the owner of following described premises:

All of that tract or parcel of land situate in the Town of Amherst, County of Erie, and State of New York, being part of Lot No. 65, Township 13, Range 7 of the Holland Land Company's Survey and according to a map filed in the Erie County Clerk's Office under Map Cover No. 3196 is known as Subdivision Lot No. 202.
It is more commonly known as:

84 S. Rockingham Way
Amherst, New York 14228
SBL: 26.11-4-32

WHEREAS, the Town became the holder of a Public Drainage Easement as shown on the Subdivision Map filed in the Erie County Clerk's Office under Cover No. 3196. Said public drainage easement is shown on the survey attached hereto as Exhibit "A;"

Attachment: 84SRockinghamWayLicenseAgreement-05252021115625 (RES-2021-470 : License Agreement - 84 S. Rockingham Way (Kapri)

WHEREAS, the Owner desires to use a portion of the aforementioned easement area:

To construct and place a 16' x 12' dock with a railing and access gate that will encroach into the public drainage easement, the placement of which must be at a minimum of 15' from the existing pipe in the ground;

as shown on a sketch labeled Exhibit "A," attached hereto and made a part hereof. Said dock with railing and access gate are to be constructed in accordance with the guidelines above and as more fully detailed on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the intended use as hereinafter provided does not interfere with the municipal purpose of which said Public Drainage Easement was acquired.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid to the Town, the receipt whereof is hereby acknowledged, and the covenants and promises hereinafter set forth the parties agree as follows:

The Town does hereby grant the Owner, his/her successors, distributees and assigns a license and/or privilege to install, maintain, and use a portion of the Public Drainage Easement area as shown on Exhibit "A," subject to the following conditions:

a. There shall not be installed or placed devices, equipment or structures within the said easement area without prior approval of the Town;

b. The use of said license in the Public Drainage Easement area shall not interfere or restrict the operation, maintenance, repair and/or reconstruction of the Public Drainage or Public Utility Facilities.

c. If it becomes necessary to remove said encroachment(s) for the purpose of repair and/or reconstruction of the Public Drainage or Public Utility Facilities facilities, the cost of the removal and reinstallation of said improvements shall be at the expense of the Owner, his/her successors, distributees and assigns.

d. If at any time the Public Drainage or Public Utility Facilities are exposed, unearthed or damaged, the Town shall be promptly notified and allowed inspection of the easement areas.

Attachment: 84SRockinghamWayLicenseAgreement-05252021115625 (RES-2021-470 : License Agreement - 84 S. Rockingham Way (Kapri)

e. Owners acknowledge and accept all consequences, including, but not limited to, damage to any and all structures/fixtures/assemblies that encroach into the easement area as a result of a high water event.

The Owners shall defend, indemnify and hold harmless the Town from any and all claims or causes of action arising out of the use and exercise of this agreement.

This Agreement shall commence on the ___ day of June, 2021 and shall terminate one (1) year thereafter.

This Agreement, however, shall automatically extend for one (1) year periods unless the same is cancelled as herein provided.

Either party may cancel this Agreement by giving sixty (60) days written notice to the other of such cancellation and during said sixty (60) days cancellation shall remove said dock with railing and access gate and shall restore the area to the same condition that existed prior.

This Agreement shall ensure to the benefit of the parties, hereto, their successors, distributees, and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same, the day and year first above written.

TOWN OF AMHERST

_____

Brian J. Kulpa
Supervisor

PROPERTY OWNER

_____

Bishnu Kapri

Attachment: 84SRockinghamWayLicenseAgreement-05252021115625 (RES-2021-470 : License Agreement - 84 S. Rockingham Way (Kapri)

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the _____day of _____ in the year 2021 before me, the undersigned, personally appeared, **Brian J. Kulpa,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK }
ERIE COUNTY }SS:

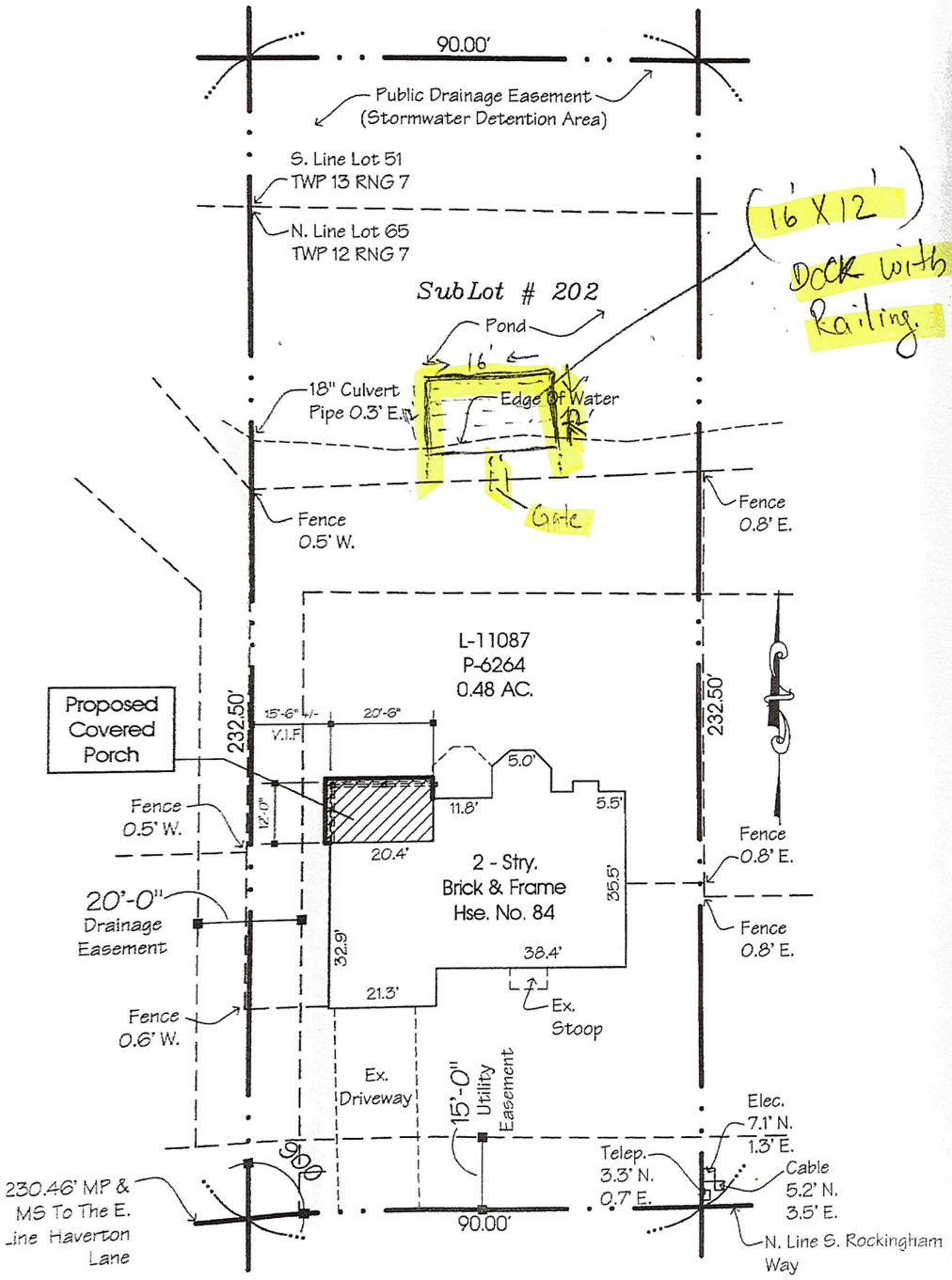
On the 20 day of MAY in the year 2021 before me, the undersigned, personally appeared, **Bishnu Kapri** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

B Rupp
Notary Public

BRANDON M RUPP
NOTARY PUBLIC STATE OF NEW YORK
ERIE
LIC. #01RU6395944
COMM. EXP. 08/05/2023

Kapri, Bishnu
License Agreement - 84 S. Rockingham Way
TBA : 6.7.2021

Attachment: 84SRockinghamWayLicenseAgreement-05252021115625 (RES-2021-470 : License Agreement - 84 S. Rockingham Way (Kapri)



A1.1 Site Plan

1" = 20'-0"

"A"

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Attorney
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 23322 **RESOLUTION 2021-471** **ADOPTED**

Settlement of Article 7 Tax Certiorari - 4575 Main Street LLC V. Town of Amherst Et Al.

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

4575 Main Street LLC v. Town of Amherst
Index #808921/2019 & 807870/2020

4575-4585 Main Street (SBL #80.06-12-2.1)

Current AV is $1,070,000.

19/20 and 20/21 are dismissed.
21/22 is set $805,000 AV, and
22/23 and 23/24 is set at $1,075,000 FMV.

RPTL 727 applies.

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

6/07/2021
Consent

FINANCIAL IMPACT:

Assessment

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: 06/07/21 07:00 PM
Department: Town Attorney
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 23323 **RESOLUTION 2021-472** **ADOPTED**

Settlement of Article 7 Tax Certiorari - Amherstdale LLC V. Town of Amherst

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

Amherstdale LLC v. Town of Amherst

4445 Main Street (SBL #80.05-5-42)

Current AV is $750,000.

19/20 is dismissed.
20/21; 21/22; 22/23; and 23/24 is set at $650,000 AV.

RPTL 727 applies.

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

6/07/2021
Consent

FINANCIAL IMPACT:

Assessment

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: 06/07/21 07:00 PM
Department: Town Attorney
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 23324 **RESOLUTION 2021-473** **ADOPTED**

Settlement - Article 7 Tax Certiorari - Sheridan Hopkins Holdings, LLC and 31 Hopkins Road LLC V. TOA

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

Sheridan Hopkins Holdings et al. v. Town of Amherst
Index #807775/2020

1 Hopkins Road (SBL #69.09-7-2)
7 Hopkins Road (SBL #69.09-7-3)
13 Hopkins Road (SBL #69.09-7-4)
19 Hopkins Road (SBL #69.09-7-5.1)
25 Hopkins Road (SBL #69.09-7-6)
31 Hopkins Road (SBL #69.09-7-7)

Current AV is $3,038,924.

19/20 is dismissed.
20/21 is set at $2,800,000 AV.

RPTL 727 applies.

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

6/07/2021
Consent

FINANCIAL IMPACT:

Assessment

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: 06/07/21 07:00 PM
Department: Town Attorney
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 23357 **RESOLUTION 2021-474** **ADOPTED**

Settlement of Article 7 Tax Certiorari - 2194 Millersport, Inc. and 3652 Sheridan Drive, Inc.

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

2194 Millersport, Inc. & 3652 Sheridan Drive, Inc.
Index #809021/2019 & 807078/2020

2206 Millersport Highway (SBL 41.03-1-25) Current AV $972,000
3652 Sheridan Drive (SBL 67.12-4-1) Current AV $872,000

19/20 and 20/21 are dismissed.
21/22;22/23; 23/24 is set as follows
2206 Millersport Highway- $845,000 AV, and
3652 Sheridan Drive - $810,000 AV.

RPTL 727 applies.

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

6/07/2021
Consent

FINANCIAL IMPACT:

Assessment

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: 06/07/21 07:00 PM
Department: Town Attorney
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 23358 **RESOLUTION 2021-475** **ADOPTED**

Settlement of Article 7 Tax Certiorari - 95 NYRPT, LLC

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

95 NYRPT, LLC v. Town of Amherst
Index #807788/2020

7660 Transit Road (SBL. 70.09-2-7.111)
7660 Transit Road (SBL. 70.09-2-7.111/A)

Current Assessed Value $600,000.

For (SBL. 70.09-2-7.111)
20/21 is dismissed.
21/22;22/23; 23/24 is set at $372,000.

For (SBL. 70.09-2-7.111/A) is dismissed with prejudice.

RPTL 727 applies.

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

6/07/2021
Consent

FINANCIAL IMPACT:

Assessment

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: 06/07/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 23313 **RESOLUTION 2021-476** **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 these titles and will report the officials to the New York State and Local Retirement System based on time keeping system records or their record of activities submitted by these officials to the Town Clerk:

See attached.

6/07/2021
Consent

FINANCIAL IMPACT:

None

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

12.B.1.a

Attachment: Standard Work Day and Reporting Resolution for Elected and Appointed Officials (RES-2021-476 : Standard Work Day and

Packet Pg. 296

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 (Name of Employer) / 30045 (Location Code) hereby established the following standard work days for these titles and will 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:									
		Attached					☐		☐
							☐		☐
	See						☐		☐
Appointed Officials:									
		See Attached					☐		☐
							☐		☐
							☐		☐

I, Francina J. Spoth (Name of Secretary or Clerk), secretary/clerk of the governing board of the Town of Amherst (Name of Employer), of the State of New York,

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 (Name of Employer) on this _____ day of _____, 20____,

_____ (Signature of Secretary or Clerk).

Affidavit of Posting: I, Francina J. Spoth (Name of Secretary or Clerk) being duly sworn, deposes and says that the posting of the Resolution began on _____ (Date) and continued for at least 30 days. That the Resolution was available to the public on the:

☐ 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: Standard Work Day and Reporting Resolution for Elected and Appointed Officials (RES-2021-476 : Standard Work Day and

ice 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:									
Brian J. Kulpa			Supervisor	01/01/18 - 12/31/21	7	22.38	☐	Bi-weekly	☐
Jacqualine G. Berger			Councilmember	01/01/18 - 12/31/21	6	26.68	☐	Bi-Weekly	☐
Deborah Bruch Bucki			Councilmember	01/01/20 - 12/31/23	6	22.05	☐	Bi-weekly	☐
Michael Szukala			Councilmember	01/01/20 - 12/31/23	6	4.38	☐	Bi-weekly	☐
							☐		☐
Kara Buscaglia			Town Justice	01/01/18 - 12/31/21	7	22.00	☐	Bi-weekly	☐
							☐		☐
Francina J. Spoth			Town Clerk	01/01/20 - 12/31/23	7	26.15	☐	Bi-weekly	☐
							☐		☐
Appointed Officials:									
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 23312 **RESOLUTION 2021-477** **ADOPTED**

Fireworks Permit - Park Country Club

Request for fireworks permit on June 26, 2021 at approx. 9:45 PM at Park Country Club, 4949 Sheridan Drive with the following conditions:

1. Minimum secured diameter of site shall be 350 feet, maximum 5 inch shell size per permit.

2. That the audience be 350 feet from the fireworks discharge location for vertical mortars

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

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

5. That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event.

6. Display shall follow NFPA 1123-2018 & IFC 2018.

7. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to obtain permission from the Fire Inspector's Office.

6/07/2021
Consent

FINANCIAL IMPACT:

$100.00 permit fee is paid.

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

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

MARK S. BERKE, P.E.
Commissioner of Building

Memorandum

DATE: May 19, 2021

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display – The Park Country Club At 4949 Sheridan Drive

DATE & TIME: Saturday, June 26, 2021 about Approximately 9:45 PM. All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions.

1) Minimum secured diameter of site shall be 350 feet, maximum 5 inch shell size per permit.
2) That the audience be 350 feet from the fireworks discharge location for vertical mortars.
3) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
4) That the trajectory of shells shall not come within 25 feet of overhead objects.
5) That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event
6) Display shall follow NFPA 1123-2018 & IFC 2018.
7) If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.

Bryan W. Parnell

Senior Fire Inspector
Fire Safety Division

X:\DOCS\BWP\fireworks display\2021\4949 Sheridan Dr 6-26-2021.docx

Attachment: The Park CC Fireworks June 26, 2021 (RES-2021-477 : Fireworks Permit - Park Country Club)

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTIO" / OPERATING PERMI

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
05/24/2021	**05/26/2021**	**11/26/2021**	**FP-2021-0049**

APPLICANT	ADDRESS	PHONE NUMBER
Youngs Explosives Corporation	**PO Box 18653 Rochester**	**585-394-1783**

LOCATION OF ACTIVITY: Youngs Explosives Corporation - (SITE) 4949 Sheridan Dr, Amherst, NY 14221

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST. AND FOR THE KEEPING, STORAGE, OCCUPANC USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USE GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks display on June 26, 2021 at approx 9:45 PM

Display must adhere to NFPA 1123 and IFC 2018

see attached requirements

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
	05/26/2021	**100.00**

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: The Park CC Fireworks June 26, 2021 (RES-2021-477 : Fireworks Permit - Park Country Club)

Town of Amherst, 5583 Main St., Williamsville, NY 14221 PH: 716-631-7045 FX: 716-631-7152

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby makes application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York:

1. Name of individual/company sponsoring the display and the names of the persons actually to be in charge of the firing of the display areas: Amy Bradley 590 Lebrun Rd. Amherst, NY 14226

   Young Explosives Corp.
2. Date and time of day at which the display is to be held:

   Saturday June 26, 2021; approximately 9:45pm
3. Exact location planned for the display:

   The Park County Club, 4949 Sheridan Dr, Williamsville
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:

   Chris Atkins Male, age 48 NYS Pryro 140 Exp. 11/2021

   Milton Surre-male over 18; Bethany Atkins Female over 18.
5. Number and kind of fireworks to be discharged (include largest shell size):

   Approx. 300 misc 1.3G and 1.4G shells - Largest 5"
6. Manner and place of storage of these fireworks prior to the display:

   With Young Explosives at all times.
7. Attached is a diagram of the grounds on which the display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all the buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines or other overhead obstructions.
8. This application shall be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries and $1,000,000 for property damage and proof of Workers' Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $90 made out to "Town of Amherst".
   $100

Date: May 12, 2021

Company, Corporation or Individual

James R. Young on behalf of Amy Bradley

By: James R. Young

STATE OF NEW YORK
Monroe COUNTY
TOWN OF Rochester

Sworn to before me this 12 day of May 2021

Jennifer Beals
Notary Public

JENNIFFER BEALS
Notary Public, State of New York
Wayne County Reg. #01BE6190280
Commission Expires 07/21/2021

9/30/09

Attachment: The Park CC Fireworks June 26, 2021 (RES-2021-477 : Fireworks Permit - Park Country Club)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage i the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	6-NY-069-21-1K-00338
Chief, Federal Explosives Licensing Center (FELC)	Christopher R. Reers	Expiration Date	October 1, 2021

Name
YOUNG EXPLOSIVES CORP

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER, NY 14618-0000

License/Permittee Responsible Person Signature	President Position/Title
James R Young Printed Name	10/1/18 Date

Previous Edition is Obsolete YOUNG EXPLOSIVES CORP;2165 NEW MICHIGAN ROAD;14424;6-NY-069-21-1K-00338;October 1, 2021;21-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended licens or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spou or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee fo benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license c permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **YOUNG EXPLOSIVES CORP**

Business Name:

License/Permit Number: **6-NY-069-21-1K-00338**

License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2021**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: The Park CC Fireworks June 26, 2021 (RES-2021-477 : Fireworks Permit - Park Country Club)

STATE OF NEW YORK
DEPARTMENT OF LABOR

DIVISION OF
SAFETY AND HEALTH

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Expires: 2/26/2022

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618

James R. Young

THIS LICENSE MUST BE
POSTED IN YOUR PLACE
OF BUSINESS

License No. D-2316

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Eileen M. Franko, Acting Director FOR
THE COMMISSIONER OF LABOR

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder or black powder in quantities not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT;

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person;

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

SH-862 (5-98)

Attachment: The Park CC Fireworks June 26, 2021 (RES-2021-477 : Fireworks Permit - Park Country Club)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) YOUNG EXPLOSIVES CORP. 2165 NEW MICHIGAN ROAD CANANDAIGUA, NY 14424 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (585) 394-1783 1c. Federal Employer Identification Number of Insured or Social Security Number 160900107
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER, NY 14618	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 6163 63 - 9 3c. Policy effective period 04/01/2021 to 04/01/2022

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/9/2021 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 638228

Attachment: The Park CC Fireworks June 26, 2021 (RES-2021-477 : Fireworks Permit - Park Country Club)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: The Park CC Fireworks June 26, 2021 (RES-2021-477 : Fireworks Permit - Park Country Club)

NYSIF
New York State Insurance Fund

100 CHESTNUT STREET - SUITE 1000, ROCHESTER, NEW YORK 14604
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618	YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER NY 14618-1461

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R 400 999-9	147930	01/01/2021 TO 01/01/2022	2/22/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 5 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 349971331

U-26.3

Attachment: The Park CC Fireworks June 26, 2021 (RES-2021-477 : Fireworks Permit - Park Country Club)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 5/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : Axis Surplus Insurance Company	26620
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Young Explosives Corporation
P.O. Box 18653
Rochester NY 14618

COVERAGES **CERTIFICATE NUMBER:** 1025523620 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	SI8GL00353-211	3/20/2021	3/20/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	SI8CA00054-211	3/20/2021	3/20/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	P-001-000088056-03	3/20/2021	3/20/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
	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						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
	Hired Car Physical Damage						ACV $100 Comp. $500 Coll.	Limit Ded. Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date (s): Saturday, June 26, 2021
Location: The Park Country Club of Buffalo, 4949 Sheridan Dr., Williamsville, NY 14221
Additional Insured: Amy Bradley; The Park Country Club of Buffalo; Town of Amherst; Village of Williamsville
Group Code: Certificate#0031

CERTIFICATE HOLDER

Amy Bradley
590 Lebrun Road
Amherst NY 14226

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

© 1988-2014 ACORD CORPORATION. All rights reserved

Attachment: The Park CC Fireworks June 26, 2021 (RES-2021-477 : Fireworks Permit - Park Country Club)

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE

CHRISTOPHER C ATKINS

CLASS: B
NON PROXIMATE AUDIENCE ONLY

THIS CARD MUST BE CARRIED
WHEN USING PYROT CERT# PR-140
EXPIRES 11/21

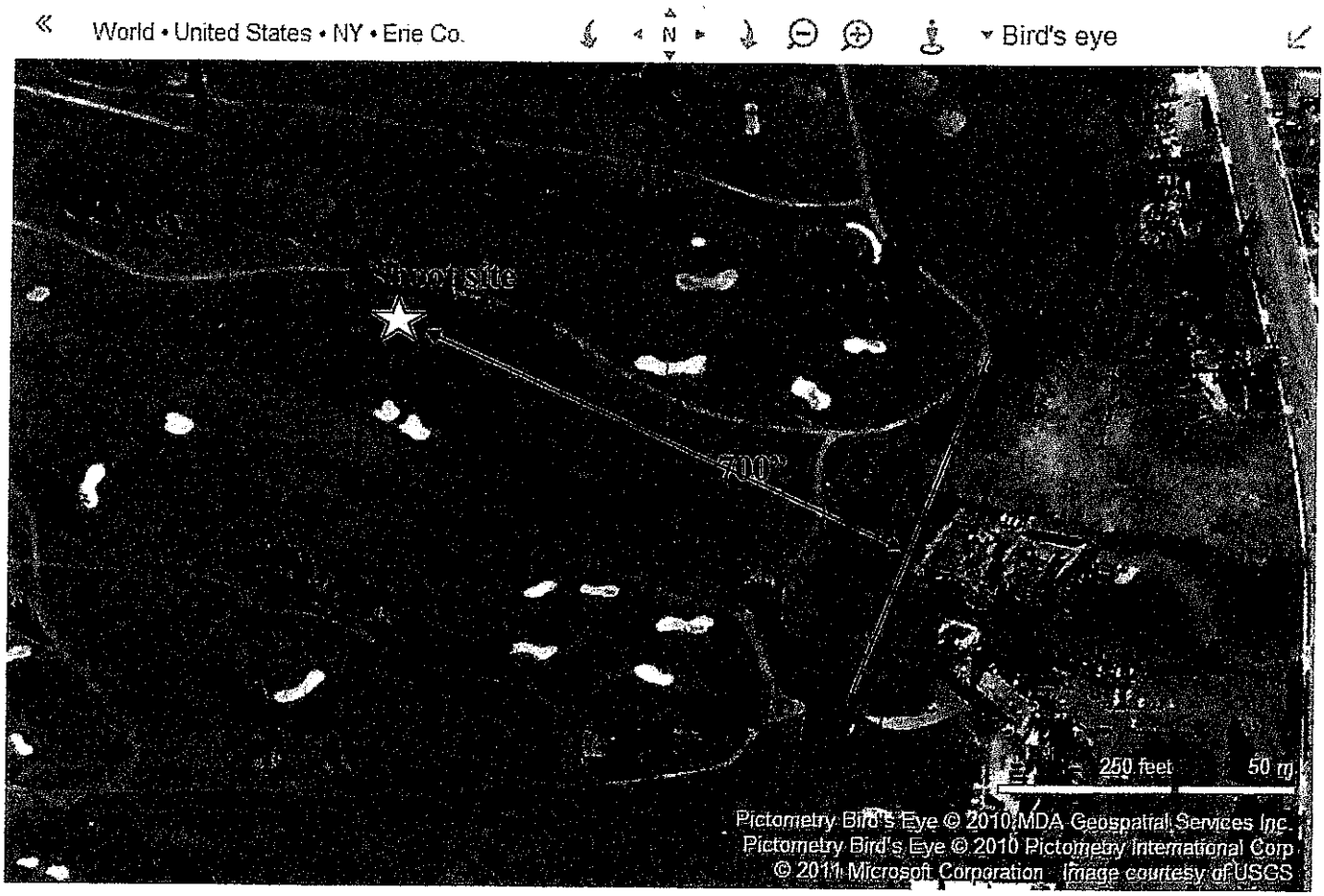
NYC & NYS CERTIFICATIONS REQUIRED IN NYC

01213 004871389 58

DMV# 633182455
EYES HAZ
HAIR BRO
HGT 6' 0 "

IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161 BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Attachment: The Park CC Fireworks June 26, 2021 (RES-2021-477 : Fireworks Permit - Park Country Club)



The Park Country Club

4949 Sheridan Dr, Williamsville NY

Attachment: The Park CC Fireworks June 26, 2021 (RES-2021-477 : Fireworks Permit - Park Country Club)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 23327 **RESOLUTION 2021-478** **ADOPTED**

New Firefighter for North Bailey Fire Company

New firefighter for the North Bailey Fire Company lives in the Town of Amherst and resides near the North Bailey Fire District.

Joseph N. Howard
81 Buckeye Rd.
Amherst, NY 14226

6/07/2021
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

I, Joseph N Howard (name of applicant), am an applicant to be a member of North Bailey (name of fire company to which the applicant has applied).

I affirm under penalty of perjury that I presently reside at the following address:

81 Buckeye road Amherst
NY 14226

☐ Which is in the fire district applied to or territory outside the fire district which is afforded fire protection by the fire department of the fire district or fire company pursuant to contract.

☒ Is outside the district or territory provided protection by the district or fire company, but by reason of my residence in the vicinity or my usual occupation I will be available to render active service as a volunteer based on the following grounds:

Joseph N Howard
Signature of Applicant

Attachment: verification form (RES-2021-478 : New Firefighter for North Bailey Fire Company)

STATEMENT OF VOLUNTEER FIRE COMPANY OFFICIAL

The address of the applicant listed above is within the Fire Protection District or territory protected by such Fire Protection District to which he/she is applying, namely NORTH BAILEY FIRE CO. (name of fire company) or such applicant lives outside the district but is able to render service by virtue of his residence and/or employment and such is allowed by the fire district and/or company by laws. We have verified the applicant's address or employment where applicable by examining their driver's license or other document such as a lease, utility bill, pay stub or other suitable document.

Signature

Title : PRESIDENT

Date: 5/27/21

Please submit this completed residency verification form to:

Amherst Town Clerk
5583 Main Street
Williamsville, New York 14221

Attachment: verification form (RES-2021-478 : New Firefighter for North Bailey Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 23332 **RESOLUTION 2021-479** **ADOPTED**

Budget Transfers and Amendments

For June 7, 2021 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 6/2/2021
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:***
A7110.4470 Parks - Bike Path Maintenance $11,850	A7110.2150 Building Improv. & Equip. $11,850
To transfer funds for CRS# 2605, purchase of mower.	
A3133.2550 Tactical Grant - Other Equipment $4,758.00	A3133.4420 Uniforms $4,758.00
To transfer funds for CRS #2630 amendment.	

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
D5112.03507 State Aid - CHIPS $716,190.31	D5112.2800 Paving - CHIPS $716,190.31
To increase the budget for NYS DOT CHIPS award letter. (CHIPS 21-22 increase 21-22 apportionment $166,854.76, CHIPS $132,966.43 rollover, PAVE NY $200,987.37, PAVE NY $26,799.80 rollover, EWR $166,886.68, EWR rollover $21,695.27).	
N2023.02785 CDBG & VG - PI $14,383.20	N2023.4000 Contractual $14,383.20
N2025.02785 CDBG Admin - PI $3,595.80	N2025.1000 Personal Services $3,340.27
	N2025.8030 FICA $255.53
To recognize Community Development program income from 1455 N. French Road, Amherst.	
N2044.02785 Cheektowaga Home - PI $900.00	N2044.4000 Contractual $900.00
N2049.02785 Cheektowaga Home Admin $100.00	N2049.4003 Admin $100.00
To recognize Community Development program income from 160 Nadine Drive, Cheektowaga.	
N2040.02785 Amherst Home - PI $7,227.00	N2040.4000 Contractual $7,227.00
N2054.02785 Amherst Home Admin - PI $803.00	N2054.4003 Admin Fee $803.00
To recognize Community Development program income from 191 Lamarck Drive, Amherst.	
N2040.02785 Amherst Home Rehab - PI $701.97	N2040.4000 Contractual $701.97
N2054.02785 Amherst Home Admin - PI $78.00	N2054.4003 Personal Services $72.45
	N2054.8030 FICA $5.55
To recognize Community Development program income from interest earnings.	
N2023.02785 CDBG & VG - PI $25,560.22	N2023.4000 Contractual $25,560.22
N2025.02785 CDBG Admin - PI $6,390.05	N2025.1000 Personal Services $5,935.95
	N2025.8030 FICA $454.10

To recognize Community Development program income from 226 California drive, Amherst.

6/07/2021
Consent

FINANCIAL IMPACT:

N/A - Community Development and transfers within Departments.

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: 06/07/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23297 **RESOLUTION 2021-480** **ADOPTED**

Award Bid #2021011 - Building Department Vehicles - CRS #2609

WHEREAS, the Contract Compliance and Administration Department received bids on May 6, 2021 for Bid #2021011 Building Department Vehicles; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the bid for the purchase of three (3) 2021 or newer Ford Escapes to C. Basil Ford; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Building Department to trade in the vehicles listed in the table below; and

CAR #	YEAR	VIN	MAKE/MODEL	COLOR	MILEAGE	**Trade In**
BD-119	2017	1FMCU9GDXHUA11117	FORD ESCAPE	SILVER	39,161	$13,200
BD-120	2017	1FMCU9GDXHUA37037	FORD ESCAPE	WHITE	34,886	$13,500
BD-125	2017	1FMCU9GD2HUA77631	FORD ESCAPE	GREY	29,305	$14,500

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with C. Basil Ford, Inc.

6/07/2021
Consent

FINANCIAL IMPACT:

B3620 2200 - $39,782.57

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

Bid #2021011 Building Department Vehicles				
			C. Basil Ford	
		Vendor Name:		
Item #	QTY		Unit Price	Total
		Option #1 - 3 Vehicles		
1a	3	2021 or newer Ford Escape SE AWD, or equivalent	$26,994.19	$80,982.57
1b	3	Total for Trades - Vehicles 1, 2 & 3 (see page 5)		$41,200.00
		NET TOTAL – Total of 1a - Total of 1b		$39,782.57
		Option #2 – 3 Vehicles, 1 Truck		
2a	3	2021 or newer Ford Escape SE AWD, or equivalent	No Bid	No Bid
2b	1	2021 or newer Ford F-150 4x4 Super Cab XL Pick Up Truck, or equivalent	No Bid	No Bid
2c	3	Total for Trades - Vehicles 1, 2 & 3 (see page 5)		
		NET TOTAL – Total of 2a + Total of 2b – Total of 2c		

Attachment: Bid Tab 2021011 Building Department Vehicles (RES-2021-480 : Award Bid #2021011 - Building Department Vehicles - CRS #2609)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23344 **RESOLUTION 2021-481** **ADOPTED**

Recreational Trails Program (RTP #173299) Grant for the Town of Amherst Canalway Trail and Hopkins Road Trail Safety Enhancements PIN 5762.63; Town of Amherst Job No. 2015.033 CRS # 2676

Would you please approve the attached resolution authorizing the Supervisor to sign a contract with the Office of Parks Recreation and Historic Preservation for a Grant in the amount of $125,000 for the above referenced project?

This project uses a combination of Canal Corporation Grant funds ($65,000), the above OPRHP funding ($125,000), and local funding ($100,000) for a total project cost of $290,000. The total local share of $100,000 was bonded previously as per Bond Resolution 2018-1055. The project account is KP 1845.

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

6/07/2021
Consent

FINANCIAL IMPACT:

KP1845; $100,000.00

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

RESOLUTION # 2021-_____

(Town Board Meeting Agenda, June 7, 2021)

RE: Recreational Trails Program (RTP #173299) Grant for the Town of Amherst Canalway Trail and Hopkins Road Trail Safety Enhancements

Purpose: to authorize the Supervisor to sign a contract from a Federal grant for funding assistance to implement safety improvements (guardrails) to the bike paths on Tonawanda Creek Road and the Hopkins Road Trail on the west side of Hopkins Road.

WHEREAS, the Town Board desires to provide safe, accessible and well maintained trails for recreational use throughout Amherst; and

WHEREAS, under RES-2018-489 the Town Board authorized the Supervisor to receive funds from the Canal Corporation to reduce the Town's cost for these improvements; and

WHEREAS' through this grant the Town of Amherst has been awarded $125,000 from the Office of Parks Recreation and Historic Preservation Recreation Trails Program;

NOW THEREFORE BE IT RESOLVED, that upon successful completion of the contract routing system, the Town of Amherst Supervisor, is hereby authorized to sign the contract (to the end of May 5, 2026) with the Office of Parks Recreation and Historic Preservation to accept financial assistance in an amount not to exceed $125,000 for the Town of Amherst Canalway Trail and Hopkins Road Trail Safety Enhancements - RTP - #173299 and, if appropriate, a conservation easement/ preservation/public access covenant to the deed of the assisted property.

Fiscal Impact: The Town Board approved the September 2018 Map, Plan and Report (TOA#2015.033) project H-12 "Pathway Safety Enhancement Project in the 2018-2023 CIP in the total amount of $300,000. The KP Account Number for the project is KP-1845. The local share of $31,250 is identified in the Map, Plan and Report for the local match of this OPRHP contract #PRK01-C17007GG-1290000. Acceptance of this fund will provide $125,000 toward the cost of this project reducing the amount of funding the Town must bond to complete the improvements. In Resolution 2020-907 the Town Board extended the contract with the Canal Corporation providing $65,000 of state fund towards this project (CRS #1070). The Town is providing a 50% local match for the Canal Corporation Grant.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):

Office of Parks Recreation & Historic Preservation

625 Broadway
Albany, NY 12207

BUSINESS UNIT/DEPT. ID: PRK01

CONTRACT NUMBER: PRK01-C17007GG-1290000

CONTRACT TYPE:

- [ ] Multi-Year Agreement
- [ ] Simplified Renewal Agreement
- [X] Fixed Term Agreement

CONTRACTOR SFS PAYEE NAME:

AMHERST TOWN OF

TRANSACTION TYPE:

- [X] New
- [ ] Renewal
- [ ] Amendment

CONTRACTOR DOS INCORPORATED NAME:

Amherst, Town of

PROJECT NAME:

Town of Amherst Canalway Trail and Hopkins Road Trail Safety Enhancements - RTP -#173299

CONTRACTOR IDENTIFICATION NUMBERS:

NYS Vendor ID Number: 1000003949

Federal Tax ID Number: 166002157

DUNS Number (if applicable): 030212336

AGENCY IDENTIFIER:

CFDA NUMBER (Federally Funded Grants Only):

20.219

CONTRACTOR PRIMARY MAILING ADDRESS:

5583 MAIN ST
WILLIAMSVILLE, NY 14221

CONTRACTOR PAYMENT ADDRESS:

- [X] Check if same as primary mailing address

CONTRACT MAILING ADDRESS:

- [X] Check if same as primary mailing address

CONTRACTOR STATUS:

- [ ] For Profit
- [X] Municipality, Code:
- [ ] Tribal Nation
- [ ] Individual
- [ ] Not-for-Profit

Charities Registration Number:

Exemption State/Code:

- [ ] Sectarian Entity

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 05/06/2021 To: 05/05/2026

CURRENT CONTRACT PERIOD:

From: 05/06/2021 To: 05/05/2026

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT

(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):

CURRENT: $125,000.00

AMENDED:

FUNDING SOURCE(S)

- ☐ State
- ☒ Federal
- ☐ Other

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:

- [X] A-1 Program Specific Terms and Conditions
- [X] A-2 Federally Funded Grants

Attachment B:

- [ ] B-1 Expenditure Based Budget
- [ ] B-2 Performance Based Budget
- [X] B-3 Capital Budget
- [ ] B-4 Net Deficit Budget
- [ ] B-1 (A) Expenditure Based Budget (Amendment)
- [ ] B-2 (A) Performance Based Budget (Amendment)
- [ ] B-3 (A) Capital Budget (Amendment)
- [ ] B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment E - Special Conditions and Requirements
FHWA-1273

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:
AMHERST TOWN OF

By: _____

_____
Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:
Office of Parks Recreation & Historic Preservation

_____

By: _____

_____
Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name

Title: _____

Date: _____

Contract Number: # PRK01-C17007GG-1290000

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and betwee the State of New York acting by and through the applicable State Agency (State) and the public or private entit (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment an operation of program services, design or the execution and performance of construction projects, as applicabl and desires to contract with skilled parties possessing the necessary resources to provide such services or worl as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the executio and performance of construction projects and possesses or can make available all necessary qualified personne licenses, facilities and expertise to perform or have performed the services or work, as applicable, require pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the Stat and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall hav no liability under the Master Contract to the Contractor, or to anyone else, beyond fund appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if th Master Contract is with the State University of New York (SUNY) or City University of New Yor (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceed $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum threshold agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), c if this is an amendment for any amount to a contract which, as so amended, exceeds said statutor amount including, but not limited to, changes in amount, consideration, scope or contract terr identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the Stat until it has been approved by, and filed with, the New York Attorney General Contract Approva Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than mone when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not b valid, effective or binding upon the State until it has been approved by, and filed with, the AG an OSC.

***Budget Changes*:** An amendment that would result in a transfer of funds among prograr activities or budget cost categories that does not affect the amount, consideration, scope or othe terms of such contract may be subject to the approval of the AG and OSC where the amount c such modification is, as a portion of the total value of the contract, equal to or greater than te percent for contracts of less than five million dollars, or five percent for contracts of more tha

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2[2], Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

[1] To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated i the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New Yor except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal c unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to th extent of such invalidity, illegality or unenforceability, without affecting in any way the remainin provisions hereof; provided, however, that the parties to the Master Contract shall attempt in goo faith to reform the Master Contract in a manner consistent with the intent of any such ineffectiv provision for the purpose of carrying out such intent. If any provision is held void, invalid c unenforceable with respect to particular circumstances, it shall nevertheless remain in full force an effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and referenc only and do not modify or restrict any of the provisions herein. All personal pronouns used herei shall be considered to be gender neutral. The Master Contract has been made under the laws of th State of New York, and the venue for resolving any disputes hereunder shall be in a court c competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitte either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A- (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated i Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery o in the case of expedited delivery service or certified or registered United States mail, as of th date of first attempted delivery at the address and in the manner provided herein, or in the case o facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimil number or address in the United States as their address for purpose of receiving notice under th

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulator proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breac thereof, may not be submitted to binding arbitration (except where statutorily authorized), but mus instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature an shall be performed in a manner that does not discriminate on the basis of religious belief, or promot or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contrac shall not be used for any partisan political activity, or for activities that attempt to influenc legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principa place of business is located in a country, nation, province, state, or political subdivision tha penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 200(amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information o how to prevent, detect, and report fraud, waste and abuse of public funds, including informatio about the Federal False Claims Act, the New York State False Claims Act, and whistleblowe protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing o behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to it own organization, under penalty of perjury, that to the best of his or her knowledge and belief that it bid was arrived at independently and without collusion aimed at restricting competition. Th Contractor further affirms that, at the time the Contractor submitted its bid, an authorized an responsible person executed and delivered to the State a non-collusive binding certification on th Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of th Specific Federal requirements that are applicable to the Master Contract are identified in Attachmer A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the exter that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, o Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply wit all applicable Federal rules, regulations and program specific requirements including, but not limite to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirement Mandated by Federal Laws) hereto.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

[3]As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most curren list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. *General Renewal*: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. *Renewal Notice to Not-for-Profit Contractors*:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

C. Termination:

1. *Grounds*:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual writte consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice c termination to the Contractor, if the Contractor fails to comply with any of the terms an conditions of the Master Contract and/or with any laws, rules, regulations, policies, c procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7 herein, the State may make a final determination that the Contractor is non-responsibl (Determination of Non-Responsibility). In such event, the State may terminate the Maste Contract at the Contractor's expense, complete the contractual requirements in any manne the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upo thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates o reduces its appropriation to the applicable State Agency entering into the Master Contract o fails to pay the full amount of the allocation for the operation of one or more program funded under this Master Contract, the Master Contract may be terminated or reduced at th State Agency's discretion, provided that no such reduction or termination shall apply t allowable costs already incurred by the Contractor where funds are available to the Stat Agency for payment of such costs. Upon termination or reduction of the Master Contract, al remaining funds paid to the Contractor that are not subject to allowable costs alread incurred by the Contractor shall be returned to the State Agency. In any event, no liabilit shall be incurred by the State (including the State Agency) beyond monies available for th purposes of the Master Contract. The Contractor acknowledges that any funds due to th State Agency or the State of New York because of disallowed expenditures after audit shal be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Maste Contract immediately upon the occurrence of a "force majeure." For purposes of the Maste Contract, "Force majeure" shall include, but not be limited to, natural disasters, wa rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and act beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations*:**

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. ***Effect of Termination Based on Misuse or Conversion of State or Federal Property*:**

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay an the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including th approval of the AG and OSC, if required, have been obtained. Contractor obligations c expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receiv payment. Provided, however, the State may, at its discretion, automatically generate a voucher i accordance with an approved contract payment schedule. Billing invoices submitted to the Stat must contain all information and supporting documentation required by Attachment D (Paymer and Reporting Schedule) and Section III(C) herein. The State may require the Contractor t submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unles payment by paper check is expressly authorized by the head of the State Agency, in the sol discretion of the head of such State Agency, due to extenuating circumstances. Such electroni payment shall be made in accordance with OSC's procedures and practices to authoriz electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expense shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of th Contractor, the OSC guidelines, or United States General Services Administration rates. No out of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to b paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Lav to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution o contracts or renewal contracts with not-for-profit organizations and the implementation of an program plan associated with such contract. For purposes of this section, "Full Execution" shal mean that the contract has been signed by all parties thereto and has obtained the approval of th AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay i the Full Execution of the Master Contract shall be governed by Article 11-B of the State Financ Law.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordanc with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supportin documentation. The Contractor shall submit vouchers to the State Agency in accordanc with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supportin documentation. The Contractor shall submit vouchers to the State Agency in accordanc with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event o milestone may be either severable or cumulative. A severable event/milestone i independent of accomplishment of any other event. If the event is cumulative, the successfu completion of an event or milestone is dependent on the previous completion of anothe event.

Milestone payments shall be made to the Contractor when requested in a form approved b the State, and at frequencies and in amounts stated in Attachment D (Payment and Reportin Schedule). The State Agency shall make milestone payments subject to the Contractor' satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specificall agreed upon in the Master Contract and shall be payable no more frequently than monthl upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in th Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencie and amounts as set forth in Attachment D (Payment and Reporting Schedule), and servic reports shall be used to determine funding levels appropriate to the next annual contrac period.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.
[5] Fee for Service is a rate established by the Contractor for a service or services rendered.
[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.
[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to th Contractor. Where the Contractor does not have such number or numbers, the Contractor, on i voucher or Claim for Payment, must provide the reason or reasons for why the Contractor doe not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services c a lessor of real or personal property, and the authority to maintain such information, is found i Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the Stat is mandatory. The principle purpose for which the information is collected is to enable the Stat to identify individuals, businesses and others who have been delinquent in filing tax returns c may have understated their tax liabilities and to generally identify persons affected by the taxe administered by the Commissioner of Taxation and Finance. The information will be used fc tax administration purposes and for any other purpose authorized by law. The persona information is requested by the purchasing unit of the State Agency contracting to purchase th goods or services or lease the real or personal property covered by the Master Contract. Thi information is maintained in the Statewide Financial System by the Vendor Management Un within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Stree Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-relate activities, including repayment of an advance or an audit disallowance, payment must be mad payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). Th Contractor must reference the contract number with its payment and include a brief explanatio of why the refund is being made. Refund payments must be submitted to the Designated Refun Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance o the monies advanced under the Master Contract in the possession of the Contractor, th Contractor shall make payment within forty-five (45) calendar days of the end or termination o the Master Contract. In the event that the Contractor fails to refund such balance the State ma pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limite to, contract advances in excess of actual expenditures) and/or audit recoveries associated with th Contractor may be recouped against future payments made under this Master Contract to Contractor The recoupment generally begins with the first payment made to the Contractor followin identification of the overpayment and/or audit recovery amount. In the event that there are n payments to apply recoveries against, the Contractor shall make payment as provided in Sectio III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicabl schedule provided in Attachment D (Payment and Reporting Schedule). All required reports o other work products developed pursuant to the Master Contract must be completed as provide by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency i order for the Contractor to be eligible for payment.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission c the final report shall be the date set forth in Attachment D (Payment and Reportin Schedule). The State Agency shall complete its audit and notify the Contractor of th results no later than the date set forth in Attachment D (Payment and Reportin Schedule). Payment shall be adjusted by the State Agency to reflect only thos services/expenditures that were made in accordance with the Master Contract. Th Contractor shall submit a detailed comprehensive final progress report not later than th date set forth in Attachment D (Payment and Reporting Schedule), summarizing th work performed during the entire Contract Term (i.e., a cumulative report), in the form and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to subm such other reports as are required in Table 1 of Attachment D (Payment and Reportin Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one c more final reports in accordance with the form, content, and schedule stated in Table 1 c Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion c this project, in whole or in part, including where relevant, timely completion of milestones o other program requirements, the Contractor agrees to submit to the State Agency within three (3 calendar days of becoming aware of the occurrence or of such problem, a written descriptio thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to th Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers directors or officers of the Contractor, any subcontractor or program participant funded throug the Master Contract, including but not limited to the following: death or serious injury; an arres or possible criminal activity that could impact the successful completion of this project; an destruction of property; significant damage to the physical plant of the Contractor; or othe matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and no an employee of the State and may neither hold itself out nor claim to be an officer, employee, o subdivision of the State nor make any claim, demand, or application to or for any right base upon any different status. Notwithstanding the foregoing, the State and the Contractor agree tha if the Contractor is a New York State municipality, the Contractor shall be permitted to hol itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employmen benefits, payment of salaries and management of its project personnel. These functions shall b carried out in accordance with the provisions of the Master Contract, and all applicable Federa and State laws and regulations.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, a applicable. Subcontractors shall be informed by the Contractor of the possibility of non-paymer or rejection by the Contractor of claims that do not contain the required information, and/or ar not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Maste Contract for any activity other than those provided for under the Master Contract, except with th State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be th property of the State and shall either be credited to the State at the close-out of the Maste Contract or, upon the written permission of the State, shall be expended on additional services c work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life c more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, th State at its sole discretion, may arrange to provide such Property to the Contractor in lieu o the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owne by the State, as provided herein, after the termination of the Master Contract to use fo similar purposes. Otherwise, the Contractor shall return such Property to the State at th Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and t monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased o procured under the Master Contract at its own cost and expense. The Contractor shal procure and maintain insurance at its own cost and expense in an amount satisfactory to th State Agency, naming the State Agency as an additional insured, covering the loss, theft o destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contracto shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchas of or lease for rental of Property (Purchase/Lease Contract) operated in connection with th provision of the services or work, as applicable, as specified in the Master Contract, i applicable, and any modifications, amendments, or extensions of an existing lease o purchase prior to its execution. If, in its discretion, the State disapproves of an

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related ban statements, cash and check disbursement records including copies of money orders an the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax an otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks an related bank statements, consultant agreements, leases, and cost allocation plans, applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped depos slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, a well as the State Agency or State Agencies involved in the Master Contract that provide funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m Monday through Friday (excluding State recognized holidays), at an office of the Contracto within the State of New York or, if no such office is available, at a mutually agreeable an reasonable venue within the State, for the term specified above for the purposes o inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt fror disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor sha timely inform an appropriate State official, in writing, that said records should not b disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of sai records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's right in connection with its audit and investigatory authority or the State's rights in connectio with discovery in any pending or future litigation.

2. ***Cost Allocation*:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs mus be made according to a cost allocation plan that meets the requirements of OMB Circulars A 87, A-122, and/or A-21. Methods used to determine and assign costs shall conform t generally accepted accounting practices and shall be consistent with the method(s) used b the Contractor to determine costs for other operations or programs. Such accountin standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount pai on a performance basis, the Contractor shall maintain documentation demonstrating tha milestones were attained.

3. ***Federal Funds*:** For records and audit provisions governing Federal funds, please se Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may b amended, modified or superseded, which requires that State Agency web-based intranet and Interne information and applications are accessible to person with disabilities. Web content must confor to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assuranc testing. Such quality assurance testing shall be conducted by the State Agency and the results c such testing must be satisfactory to the State Agency before web content shall be considered qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also know as the Human Rights Law) and all other State and Federal statutory and constitutional nor discrimination provisions, the Contractor and sub-contractors will not discriminate against an employee or applicant for employment because of race, creed (religion), color, sex (including gende expression), national origin, sexual orientation, military status, age, disability, predisposing geneti characteristic, marital status or domestic violence victim status, and shall also follow th requirements of the Human Rights Law with regard to non-discrimination on the basis of prio criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labo Law, if this is a contract for the construction, alteration or repair of any public building or publi work or for the manufacture, sale or distribution of materials, equipment or supplies, and to th extent that the Master Contract shall be performed within the State of New York, the Contracto agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, o national origin: (a) discriminate in hiring against any New York State citizen who is qualified an available to perform the work; or (b) discriminate against or intimidate any employee hired for th performance of work under the Master Contract. If this is a building service contract as defined i Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agree that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex o disability: (a) discriminate in hiring against any New York State citizen who is qualified an available to perform the work; or (b) discriminate against or intimidate any employee hired for th performance of work under the Master Contract. The Contractor shall be subject to fines of $50.0(per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Busines Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if th Master Contract is: (i) a written agreement or purchase order instrument, providing for a tota expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend o does expend funds in return for labor, services, supplies, equipment, materials or any combination o the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) written agreement in excess of $100,000.00 whereby a contracting State Agency is committed t expend or does expend funds for the acquisition, construction, demolition, replacement, major repai or renovation of real property and improvements thereon; or (iii) a written agreement in excess o $100,000.00 whereby the owner of a State assisted housing project is committed to expend or doe expend funds for the acquisition, construction, demolition, replacement, major repair or renovatio of real property and improvements thereon for such project, then the Contractor certifies and affirm that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, thos provisions concerning the maximizing of opportunities for the participation of minority and women owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equa employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employmen because of race, creed, color, national origin, sex, age, disability or marital status;

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payments arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor' responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide writte notice to the Contractor that it has made a preliminary determination of non- responsibility. Th State shall detail the reason(s) for the preliminary determination, and shall provide the Contracto with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, Federal identification number, and a charitable registration number (or a declaration of exemptior and to furnish the State Agency with this information as soon as it is available, (ii) be in complianc with the OAG charities registration requirements at the time of the awarding of this Master Contrac by the State and (iii) remain in compliance with the OAG charities registration requirement throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] If this is a contract for consulting services, defined for purpose of this requirement to include analysis, evaluation, research, training, data processing, compute programming, engineering, environmental, health, and mental health services, accounting, auditing paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Financ Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately an properly comply with the requirement to submit an annual employment report for the contract to th agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labo Law or a building service contract covered by Article 9 thereof, neither Contractor's employees no the employees of its subcontractors may be required or permitted to work more than the number o hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set fort in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide th prevailing supplements, including the premium rates for overtime pay, as determined by the Stat Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if thi is a public work contract covered by Article 8 of the Labor Law, the Contractor understands an agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of th Labor Law shall be condition precedent to payment by the State of any State approved sums due an owing for work done upon the project.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

[9] Not applicable to not-for-profit entities.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

RECREATIONAL TRAILS PROGRAM (RTP)

I. Agency Specific Terms and Conditions

A. The **Program Office, Designated Payment Office** and **Designated Refund Office** shall be the STATE AGENCY identified on the face page. Document submission and inquiries should be directed to the Regional Grant Administrator for the Contractor's county of operations.

B. For purposes of notice, the **Contractor's designee** shall be the CONTRACTOR DOS (Department of State) INCORPORATED NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the face page.

C. **Payment** shall be made to CONTRACTOR SFS PAYEE NAME at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.

D. The Contractor and all users of this contract are strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive **New York State businesses** as subcontractors, suppliers, and in other supporting roles. The Contractor will be required to identify and describe New York State businesses used and the value of subcontracts and supply contracts.

E. In the case that this grant involves **State-owned land**, the grant recipient shall have in place a current, approved agreement with the agency of jurisdiction that specifies compliance for the elements funded with this grant. If equipment is funded, the agreement must cite compliance for the specific equipment being funded. The grant recipient shall perform maintenance and/or operate equipment in compliance with said agreement.

F. Contracts assessed for **Disadvantaged Business Enterprise (DBE) goals** cannot also be assessed for NY State Minority and Women-Owned Business Enterprise (MWBE) goals.

G. Documents submitted to the State may be subject to disclosure under the **Freedom of Information Law**.

H. **International Boycott Prohibition**. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

I. **Prohibition on Purchase of Tropical Hardwoods**. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

J. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime contractor for the project will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive.

K. MacBride Fair Employment Principles. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

L. Procurement Lobbying. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event, such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

M. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

N. Iran Divestment Act. By entering this agreement, each Contractor and subcontractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012."

O. Archeology. In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

P. Preservation of Historic Properties. It is the public policy and in the public interest of the State to preserve New York's historical, archeological, architectural and cultural heritage. All activities under this Master Contract shall be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Office of Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties shall conform to *The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeological Documentation* or any other applicable *Secretary of the Interior's Standards* (collectively referenced as *STANDARDS*), which are available from the State.

Q. Public Benefit Requirements.

1. To ensure a public benefit, the Contractor shall:

a) Own or hold by lease or maintain and operate the project as specified by the State.
b) Not allow operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, license or other arrangement without first obtaining the written approval of the State;
c) Not alter, demolish, sell, lease or otherwise convey the project, in whole or in part, or permit a change in use of the project, without the prior written approval of the State; and

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

d) Submit all plans in writing for restoration, rehabilitation, improvement, demolition or other physical change to the completed project for State approval before work commences.

2. Municipally-owned Parkland shall not be sold, leased, exchanged or otherwise disposed of (collectively, "disposed of") or converted to other than public park purposes without the express authority of an act of the Legislature.

3. Land acquired for recreation or conservation purposes by a not-for-profit organization shall be subject to a **conservation easement** (see, Title 3 of Article 49 of the Environmental Conservation Law) to be held by the State. Parkland shall not be disposed of by the not-for-profit organization except to the State, a local government unit or another qualifying tax exempt not-for-profit organization that shall be required to use it for recreation or conservation purposes. Disposal to any other entity of parkland acquired for recreation or conservation purposes by a not-for-profit corporation shall require the express authority of an act of the Legislature.

R. The State may make **periodic inspections** of the project both during its implementation and after its completion to assure compliance with this Master Contract. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.

S. At the discretion of the State, an audit in the form of an **Agreed Upon Procedure Review** may be required of the grant performed by a representative of the State or a certified public accountant procured by the State or the Contractor currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with Government Auditing Standards issued by the Comptroller General of the United States of America to the satisfaction of the State.

T. FINAL INSTALLMENT of not less than 10% of the State's share of the total cost shall be made upon, to the satisfaction of the State: (1) completion of the project, (2) expenditure and project documentation, (3) review and approval of the Final Report/Closeout documentation, (4) performance of a Final On Site Inspection by the State, (5) if an amendment is required, a fully executed document must be on file prior to release of final reimbursement and formal close out of the project, (6) a list of facilities developed and/or acres acquired, equipment purchased, work accomplished, an as built and/or as acquired site map and a final boundary map. (7) approval of the State of documentation showing demonstrated compliance with Buy America, Equal Employment Opportunity (EEO), and Disadvantaged Business Enterprises (DBE), if applicable (8) if not provided for in earlier reimbursements, a list of equipment purchased, including year, make, model, date purchased, serial number, and, if applicable, a copy of the title and registration. (9) an expense summary that details the eligible project costs by type of work/materials/services, contractor/vendor/employee, invoice/bill number and date, check number and date, and amount to the satisfaction of the State, and (10) if applicable, an Agreed Upon Procedure Review of the grant performed by a representative of the State or a certified public accountant procured by the State or the Contractor currently licensed by the NYS Board of Public Accountancy, in accordance with the attestation standards established by the American Institute of Certified Public Accountants and in accordance with Government Auditing Standards issued by the Comptroller General of the United States of America to the satisfaction of the State.

U. Post-Completion Requirements. Where the project involves acquisition of equipment or acquisition of or improvement of real property, the Contractor shall be responsible for maintaining and operating the equipment, property, and/or improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to inspect the project and property for compliance.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

ATTACHMENT A-2

FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

RECREATIONAL TRAILS PROGRAM (RTP)

I. Federal Terms and Conditions

A. Project Phases and Federal Authorization(s). It is understood by and between the parties hereto that this Master Contract shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until the State receives authorization from the Federal government.

B. National Environmental Policy Act (NEPA). The Contractor shall comply with the rules and regulations outlined in 23 CFR 771.117, which includes, but is not limited to, Executive Order 11990 Protection of Wetlands Individual Findings, and the Endangered Species Act Section 7.

1. If the project involves the removal or limbing of trees, the Contractor shall restrict tree trimming/removal activities to occur between November 1st and March 31st. If this is not possible, the Contractor shall submit a request for prior approval to the State which will be reviewed by NYSDOT prior to commencing any tree removal or limbing between April 1st and October 31st.

C. Construction Plans.

1. Contract plans, specifications, and cost estimates shall be submitted to the State for review prior to the letting of any construction contract by the Contractor. The State shall verify that the plans, specifications and cost estimates are in conformance with the work described in Attachment B & C and shall so notify the Contractor in writing; the State shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. All plans and specifications as reviewed shall become part of this Master Contract, and no change or revision may be made to such plans and specifications without the express written consent of the State.

2. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS -- Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG -- Appendix A to 28 CFR part 36), the New York State Uniform Fire Prevention and Building Code (parts 1219-1228 of Title 19 NYCRR), and such other standards as are specified in Attachment E. Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply

3. It is the Contractor's responsibility to assure that all work on the project complies with the State Environmental Quality Review Act, receives all required permits in advance, and complies with all applicable Federal, State and/or local laws including, but not limited to, zoning ordinances and building codes.

4. Any documents developed under this Master Contract shall include recognition of funding through the Recreational Trails Program, a program of the Federal Highway Administration

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

administered by the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) and New York State Department of Transportation (NYSDOT).

D. All construction sub-contracts procured by the Contractor or its sub-contractors with FHWA Recreational Trails funds are required to append ***The Recreational Trails Program Construction Contract Requirements Part 1 and Part 2.***

E. Procurement. The Contractor and any subcontractors must use their own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2CFR200.

F. Public access. The Contractor shall afford the public reasonable access to or use of the project as specified by the State in Attachment E and Attachment A-1; no signs or physical barriers to the contrary shall be erected by the Contractor. A fee for use of or access to the project will not be imposed without the prior written approval of the State.

1. Any use of Recreational Trails Program funding on privately owned land must be accompanied by an easement or other legally binding agreement that ensures public access to the recreational trail improvements funded by the apportionments.

G. Equipment Purchase. Defined as tangible non-expendable personal property including exempt property charged directly to the award having an acquisition cost of $5,000 or more per unit and a useful life of more than one year.

1. Title to the equipment acquired by the Contractor with Federal Funds shall vest in the Contractor, subject to conditions of this section.

2. The Contractor shall not use equipment acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal Statute, for as long as the Federal Government retains an interest in the equipment.

3. During the time that the equipment is used on the project or program for which it was acquired, the Contractor shall make it available for use on other projects or programs if such other use will not interfere with the work on the project or program for which the equipment was originally acquired. First preference for such other use shall be given to other projects or programs sponsored by the Federal awarding agency that financed the equipment; second preference shall be given to projects or programs sponsored by other Federal awarding agencies. If the equipment is owned by the Federal Government, use on other activities not sponsored by the Federal Government shall be permissible if authorized by the Federal awarding agency. User charges shall be treated as program income.

4. When acquiring replacement equipment, the recipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the Federal awarding agency.

a) Where the recipient is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.
b) If the recipient has no need for the equipment, the recipient shall request disposition instructions from the Federal awarding agency.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

5. Equipment records shall be maintained accurately and shall include the following information:

a) A description of the equipment
b) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number
c) Source of funding for the equipment, including the award number
d) Whether title vests in the recipient or the Federal Government
e) Acquisition date and cost
f) Information from which one can calculate the percentage of Federal participation in the cost of the equipment
g) Location and condition of the equipment and the date the information was reported
h) Unit acquisition cost
i) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal awarding agency for its share.

H. Stevens Amendment. When issuing statements, press releases, requests for proposals, bid solicitations and other documents in relation to the project, the Contractor shall clearly state (1) the percentage of the total cost of the project which will be financed with Federal money and (2) the dollar amount of Federal funds available for the project.

I. Hatch Act. A municipal official or employee whose principal employment is in connection with an activity which is financed in whole or pursuant to this agreement is subject to the requirements of the Hatch Act (5 USC sections 1501 et seq) and may not be a candidate in a partisan election, use his or her position for the purpose of interfering with or affecting the result of an election, or coerced or advise any employee to support any political organization or candidate. (This statement is a summary of the requirements of the Hatch Act and may not include all of the provisions which are applicable, including those relating to exemptions and sanctions.)

J. Funding Source. The Recreational Trails Program is a State-administered, Federal assistance program to provide and maintain recreational trails for both motorized and non-motorized recreational trail use. Program funds are provided by SAFETEA-LU, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (2009), and/or the Transportation Alternatives Program (TAP) under MAP-21, the Moving Ahead for Progress in the Twenty-First Century Act (2012), and/or the Transportation Alternatives (TA) Set-Aside under the Surface Transportation Block Grant Program of the FAST Act, the Fixing America's Surface Transportation Act (2015). The U.S. Department of Transportation, Federal Highway Administration (USDOT/FHWA) administers the RTP in cooperation with the Department of the Interior (National Park Service and Bureau of Land Management) and the Department of Agriculture (U. S. Forest Service). In New York, RTP is a program of NYSDOT administered by OPRHP. As such, it is subject to requirements imposed on all recipients of federal highway/transportation aid.

K. CFDA Identification Number. 2 CFR 200.302 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA (Catalog of Federal Domestic Assistance) Number. The Contractor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

year, name of the Federal agency, and name of the pass-through entity. The applicable CFDA Number for the Recreational Trails Program is 20.219.

L. Federal Highway/Transportation Aid Requirements. In undertaking a Federally-aided project, the Contractor agrees to proceed in compliance with all the applicable Federal-aid requirements.

1. Requirements attached to the use of Federal highway or transportation aid create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its "Procedures for Locally Administered Federal-Aid Projects" (PLAFAP) (available through NYSDOT's web site at: https://www.dot.ny.gov/plafap).

M. Federal Single Audit Requirements: Non-Federal entities that expend $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. Non-Federal entities that expend less than $750,000 during the fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, records must be available for review or audit by appropriate officials of the cognizant Federal agency,[1] the New York State Office of Parks, Recreation and Historic Preservation, the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO). Failure to comply with the requirements of 2 CFR 200 Subpart F may result in suspension or termination of Federal award payments.

N. "Buy America" Requirements & Waivers for Federal and State Contracts

1. **General Buy America Bid Requirements and Definition**. In accordance with 23 USC 625.410 and Section 146 of the State Finance Law permanently incorporated predominantly steel and/or iron products materials shall be domestically produced, regardless of the percentage they comprise in a manufactured product, or form they take.

For Federal-Aid contracts, the Contractor may permanently incorporate in the construction of this contract a minimal amount of foreign steel and/or iron materials that are subject to Buy America requirements, if the combined cost of such materials does not exceed one-tenth of one percent (0.1 %) of the total contract cost or $2,500, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the Contractor.

To qualify as domestic, all manufacturing processes, including manufacture, fabrication, grinding,

drilling, welding, finishing, and coating of any product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States. Raw materials used in the steel and/or iron materials may be imported. Raw materials are materials such as iron ore, limestone, waste products, etc., which

[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless otherwise specified by OMB.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

are used in the manufacturing process to produce the steel and/or iron materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign source steel or iron billets is not acceptable under Buy America.

2. **Award of Contract**. Award of this contract will be made to the lowest bidder who submits the lowest total bid based upon furnishing domestic steel and/or iron unless such total bid exceeds the lowest total bid based upon furnishing foreign steel and/or iron by more than 25 percent, in which case award will be made to the lowest responsible bidder based upon furnishing foreign steel and/or iron.

3. **Control of Materials.** All items, regardless of origin, shall comply with their individual specification requirements and with the requirements stated elsewhere in this subsection. In the event the contract is awarded based on using only domestic steel and/or iron materials, the Contractor shall supply only domestic steel and/or iron materials and will be paid the domestic bid prices. The Contractor shall ensure the domestic steel and/or iron materials are supplied in conformance with the above referenced laws. The Contractor shall inform all affected Subcontractors and material suppliers of these specific requirements and ascertain that steel and/or iron materials being supplied is in conformance with these requirements.

4. **Buy America Waivers.** Waivers to the Buy America requirement may be requested by the Contractor if it can be demonstrated that the use of domestic steel and/or iron materials would be inconsistent with the public interest, such materials and products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality.

Provided one or more of the above requirements are met, the Contractor may submit a request for a waiver to the Engineer. The request shall include copies of all documentation verifying the unavailability of the material or product, and/or justification of the application for a waiver.

For Federal-Aided contracts, the Department will submit approved waiver requests to the FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier can provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective when it is posted in the Federal Register.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

ATTACHMENT B-3 CAPITAL BASED BUDGET

SUMMARY

PROJECT NAME: Town of Amherst Canalway Trail and Hopkins Road Trail Safety Enhancements - RTP -#173299

CONTRACTOR SFS PAYEE NAME: AMHERST TOWN OF

CONTRACT PERIOD: From: 05/06/2021

To: 05/05/2026

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Scoping and Pre-Development	$0.00	$0.00	0 %	$0.00	$0.00
2. Design	$0.00	$0.00	0 %	$0.00	$0.00
3. Acquisition	$0.00	$0.00	0 %	$0.00	$0.00
4. Construction	$125,000.00	$0.00	0 %	$0.00	$125,000.00
5. Administration	$0.00	$0.00	0 %	$0.00	$0.00
6. Working Capital/Reserves	$0.00	$0.00	0 %	$0.00	$0.00
7. Other	$0.00	$150,000.00	0 %	$0.00	$150,000.00
TOTAL	$125,000.00	$150,000.00	120 %	$0.00	$275,000.00

ATTACHMENT B-3 CAPITAL BASED BUDGET

DETAIL

SCOPING AND PRE DEVELOPMENT - TYPE/DESCRIPTION	ITEM# (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
TOTAL				

ATTACHMENT B-3 CAPITAL BASED BUDGET

DETAIL

DESIGN – TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
TOTAL				

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

ATTACHMENT B-3 CAPITAL BASED BUDGET

DETAIL

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
TOTAL				

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

ATTACHMENT B-3 CAPITAL BASED BUDGET

DETAIL

CONSTRUCTION - TYPE/DESCRIPTION	ITEM# (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
Development and Construction				$125,000.00
TOTAL				$125,000.00

ATTACHMENT B-3 CAPITAL BASED BUDGET

DETAIL

ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
TOTAL				

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

ATTACHMENT B-3 CAPITAL BASED BUDGET

DETAIL

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
Match $31,250 and Non Participating Share $118,750			$150,000.00	$150,000.00
TOTAL				$150,000.00

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Town of Amherst Canalway Trail and Hopkins Road Trail Safety Enhancements - RTP -#173299

CONTRACTOR SFS PAYEE NAME: AMHERST TOWN OF

CONTRACT PERIOD: From: 05/06/2021

To: 05/05/2026

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The Town of Amherst will make safety improvements and trail enhancements recommended in a 2017 study to sections of the Amherst Canalway Trail and the Hopkins Road Boardwalk and Trail.

tract Number: # PRK01-C17007GG-1290000

e

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
1	Town of Amherst Canalway Trail and Hopkins Road Trail Safety Enhancements

Tasks	
1.1	Town of Amherst Canalway Trail and Hopkins Road Trail Safety Enhancements

Performance Measures

1.1.1 Progress Reports - Submission of Quarterly Reports

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

I. **PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ___ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Interim Reimbursement

Number of Days/Claims:

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

[X] Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

[ ] Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

[ ] Expenditure Report

The Contractor will submit, on a quarterly basis, not later than ___ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

[X] Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 90 days after the end of the contract period.

[ ] Consolidated Fiscal Report (CFR)[1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until 90 days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is 08/05/2026. The agency shall complete its audit and notify vendor of the results no later than 09/05/2026. The Contractor shall submit the report not later than 90 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1	05/06/2021	07/30/2021	08/31/2021
2	08/01/2021	10/30/2021	11/30/2021
3	11/01/2021	01/31/2022	02/28/2022
4	02/01/2022	05/31/2022	06/30/2022
5	06/01/2022	08/31/2022	09/30/2022
6	09/01/2022	11/30/2022	12/31/2022
7	12/01/2022	02/28/2023	03/31/2023
8	03/01/2023	05/31/2023	06/30/2023
9	06/01/2023	08/31/2023	09/30/2023
10	09/01/2023	11/30/2023	12/31/2023
11	12/01/2023	02/28/2024	03/31/2024
12	03/01/2024	05/31/2024	06/30/2024

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

1. Grant funds will reimburse up to 80% of total eligible costs, or the total grant amount listed in Attachment B-3.

2. Interim reimbursement requests will be reimbursed up to 90% of the total grant award. The final 10% will be released upon approval of the final report. For each payment submission, an expense summary that details the eligible project costs by type of work/materials/services, contractor/vendor/employee, invoice/bill number and date, check number and date, should be submitted for review and approval to the satisfaction of the STATE.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

ATTACHMENT E

SPECIAL CONDITIONS AND REQUIREMENTS

I. Project Specific Requirements

A. The **CONTRACTOR** has stated that **this project requires permits from either the NYS Department of Environmental Conservation (DEC) and/or the US Army Corp of Engineers (COE). A copy of all required permit(s) or a letter(s) from the appropriate Agency which states that no permit is required must be on file with the STATE prior to commencement of work on the project or submission of an Interim/Performance Expenditure Report.**

B. Public Access: The **CONTRACTOR** agrees to keep the subject property accessible to the public for a minimum of 25 years from the date of the final disbursement of federal funds under this AGREEMENT.

C. At the discretion of the State, an **Agreed Upon Procedure Review** may be required of the grant performed by a representative of the STATE or a certified public accountant procured by the STATE or the CONTRACTOR currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with Government Auditing Standards issued by the Comptroller General of the United States of America to the satisfaction of the STATE.

D. All Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transactions requiring FHWA approval or is estimated to cost $25,000 or more as defined in 2CFR Parts 180 and 1200 **need to ensure that the contractor or subcontractors are not debarred or suspended prior to entering into any contracts using federal money**. This is to protect the public interest; the Federal Government needs to ensure that the integrity of Federal programs by conducting business only with responsible persons.

E. The New York State Department of Transportation (NYSDOT) has established the following goals for this project as follows:

	GOALS
DBE	0%
EEO Women	6.9%
EEO Minority	7.7%

II. Schedule

A. The following Schedule is a recommended timeframe for monitoring major thresholds which will result in completion of the grant by the scheduled ending date as specified on the Face Page. This does NOT describe all the required steps involved in meeting these thresholds, nor is it intended to be a precise calendar. Nevertheless, not only is the schedule to be used as a monitoring tool by the CONTRACTOR and by the STATE, non-adherence to these timeframes without acceptable justification will be used as criteria in determining grant cancellation. The project documentation listed below should be submitted for approval/acceptance by the STATE as follows:

MILESTONE	TIMEFRAME
Progress Reports	Quarterly (January 1, April 1, July 1, October 1) from contract approval to project completion

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

Satisfaction of the Recreational Trails Design Report, National Environmental Policy Act (to include, but not limited to: Section 106, Section 7 Endangered Species, and Wetland Executive Order EO11990)	Upon receipt of Federal Authorization for Preliminary Engineering PE 1-4. Must be satisfied and approved by OPRHP prior to proceeding to Final Design/Right of Way phases.
Final Design Concurrence, Right of Way (ROW) Clearance Certificate, Review of plans and specifications by the Regional Grants Administrator (RGA)	Upon receipt of Federal Authorization for Right of Way/Final Design. Must be satisfied and reviewed by OPRHP prior to starting the bidding process.
Copy of the Permit(s) or a letter(s) from the appropriate Agency which states no permits required	Must be satisfied and reviewed by OPRHP prior to starting the bidding process.
Submit bid documents to State for review by the Regional Grant Administrator (RGA) to include: DBE goals (if applicable), EEO, Buy America, A-2 Requirements, FHWA Form 1273, RTP Construction Contract Requirements Parts 1 & 2	Upon receipt of Federal Authorization. Must be satisfied and approved by OPRHP prior to starting the bidding process.
Construction Bidding Process Commences	Upon notice of Federal Authorization for Construction
Start of Construction	Upon notice by State and Federal Authorization for Construction
Submittal of Equal Employment Opportunity Compliance data detailed in the AAP33LL	To be submitted monthly throughout the duration of construction activities (exceptions – workforce or volunteer labor).
Construction Reimbursements	ONGOING– As expenditures accrue for costs incurred for the project as outlined in the related Attachments, and satisfaction of all program requirements. Reimbursements must be within six (6) months of approval of this master contract and every six (6) months thereafter until project completion Where the grantee has not demonstrated compliance with Buy America, DBE, or EEO, OPRHP may withhold payments to the grantee.
Project Completion	Current Contract End Date
Final Report –Closeout Documentation	90 days after the Current Contract End Date
Final Reimbursement (10% withholding)	Upon approval of Final Report-Closeout documentation and Final Interim/Performance Expenditure Report

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment: RTP Grant (RES-2021-481 : Recreation Trails Program)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23347 **RESOLUTION 2021-482** **ADOPTED**

2021-2026 CIP Program Amendment E-1 - Equipment & Vehicle Bond

We are requesting that the 2021 approved Capital Improvement Program be amended as follows:

Project Description	**Project #**	**Approved 2021 CIP Amount**	**Amended 2021 CIP Amount**
Engineering Department Equipment Bond Town Job No. 2021.001	E-1	$258,000.00 Funding Source $258,000.00 LG	$258,000.00 Funding Source $258,000.00 LG
Budget Change ($18,000.00 Increase)			Add $18,000.00 Funding Source **$18,000.00 X**

LG - Consolidated Sanitary Sewer Bond

The Engineering Department is requesting to amend the 2021 CIP Sanitary Sewer Project E-1 - Equipment & Vehicle Bond based on price increases since the CIP was submitted.

Due to cuts in our yearly operating budget, we cannot absorb these increases and request that the 2021 CIP Project E-1 be increased by $18,000.00 from $258,000.00 to $276,000.00, with the cost differential to be funded by sales of the equipment being replaced.

Would you please approve an amendment to the 2021-2026 CIP to reallocate funding for the above project - Item E-1 of the 2021 CIP project list. Thank you for your consideration of this amendment.

6/07/2021
A motion to adopt was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

Increase of $18,000.00; Project E-1

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: 06/07/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23348 **RESOLUTION 2021-483** **ADOPTED**

2021-2026 CIP Program Amendment - Projects E-8, E-9 & E-45

We are requesting that the 2021 approved Capital Improvement Program be amended as follows:

Project Description	Project #	Approved 2021 CIP Amount	Amended 2021 CIP Amount
Amherstdale-Colonial-Dorchester- Alberta-Emerson-Lennox Sanitary Sewer Lining Town Job No. 2020.038	E-8	$365,000.00 Funding Source $285,000.00 LG $ 80,000.00 X	$340,000.00 Funding Source $230,000.00 LG $110,000.00 X
Eggertsville & Snyder Manhole Rehabilitation & Capen/Windermere/Maple Sanitary Sewer Lining Town Job No. 2020.039	E-9	$365,000.00 Funding Source $275,000.00 LG $ 0.00 F/S $ 90,000.00 X	$517,000.00 Funding Source $202,000.00 LG $200,000.00 F/S $115,000.00 X
Parkwood Drive Sanitary Sewer Relining	E-10	$ 50,000.00 Funding Source $50,000.00 LG	$ 58,000.00 Funding Source $58,000.00 LG
Utility Repair & Const. Supplemental Bond Town Job No. 2021.005	E-45 (New)	$0.00	$120,000.00 LG Funding Source $120,000.00 LG
Budget Change (Bonding Amount Neutral)		$780,000.00 Funding Source **$610,000.00 LG** $ 170,000.00 X $ 0.00 F/S	$1,035,000.00 Funding Source **$610,000.00 LG** $ 225,000.00 X $ 200,000.00 F/S

LG - Consolidated Sanitary Sewer Bond
X - Sanitary Sewer Remediation Trust Fund (T4030-02770)
F/S - Community Development Block Grant Funding (CDBG)

The 2021 Utility Repair and Construction Project account G9000-4110 was cut by $350,000.00 due financial hardships associated with the ongoing pandemic. In order to award Year-2 of this contract, supplemental funding is needed. The Engineering Department has amended the 2021 CIP Sanitary Sewer projects and has added Project E-45 in the amount of $120,000.00 for this funding.

Would you please approve an amendment to the 2021-2026 CIP to reallocate funding for the above projects and add the new Utility Repair and Construction Supplemental Funding - Item E-45 to the 2021 CIP project list. Thank you for your consideration of this amendment.

6/07/2021
A motion to adopt was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

See Amendment Table

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

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23345 **RESOLUTION 2021-484** **ADOPTED**

Towing Services Contract - Dadswell Service, Inc. CRS 2614

The Engineering Department is requesting that the Town Board authorize an agreement to piggyback from the Erie County Bid Contract with Dadswell Service, Inc. for towing service. This contract will be valid from date of execution by the Town of Amherst through January 31, 2022.

Funding for this contract is various and the amount is TBD.

This request has successfully completed the contract review process.

Thank you for considering this request.

6/07/2021
Consent

FINANCIAL IMPACT:

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 Dadswell Service, Inc. and the Town of Amherst permitting the Town of Amherst to participate in Towing Services under the Erie County Contract Bid Contract 221052-004 for the contract term through January 31, 2022.

Agreed to and Accepted by:

DADSWELL SERVICE, INC.

By: Donald K. Dadswell
Signature

Donald K. Dadswell
Printed name

President
Title

Date: 5-12-2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Dadswell Contract Info (RES-2021-484 : Towing Services Contract - Dadswell Service, Inc.)

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

TO: ALL USING DEPARTMENTS

FROM: Tricia Pierce, Buyer

DATE: April 20, 2020 2021

SUBJECT: CONTRACT FOR TOWING SERVICES
BID NO.: 221052-004
TERM: FEBRUARY 1, 2021 – JANUARY 31, 2022

++

This is to advise you that there is a new contract for ***"TOWING SERVICES***
There are now eight vendors on this contract.

The services provided in this contract include Towing (to one of the five county highway garages), Battery Service either jump start or replacement, Tire Changing, Lock Out Service and Fuel Delivery. These services will be available on a 24/7/365 basis. Please use the vendor that services your location with the lowest price for the service you need.

For your convenience I have listed the vendor information on the attached sheets.

Attachment: Dadswell Contract Info (RES-2021-484 : Towing Services Contract - Dadswell Service, Inc.)

VENDOR: DADSWELL SERVICE, INC. – Vendor #110575
8490 Main Street
Williamsville, NY 14221
Telephone #633-7276

VENDOR: Bach's Service & Towing – Vendor #111089
930 Maple Road
Elma NY 14052
Telephone #652-8800

VENDOR: RUSINIAK'S SERVICE, INC. – Vendor #101012
2210 Old Union Road
Cheektowaga, NY 14227
Telephone #656-8479

VENDOR: SMOKEY'S TOWING – Vendor #145253
1760 West Ave.
Marilla, NY 14102
Telephone #359-2457

VENDOR: Marty's Towing – Vendor #110947
1741 Baseline Rd.
Grand Island, NY 14072
Telephone #773-3515

VENDOR: Evans Mechanical – Vendor #160300
8596 Erie. Rd.
Angola, NY 14006
Telephone #549-2121

VENDOR: Triple T Towing – Vendor #117007
971 Ransom Rd.
Lancaster, NY 14086
Telephone #685-3193

VENDOR: Wally's Towing – Vendor #170302
5346 Broadway
Lancaster, NY 14086
Telephone #683-9688

District #1 Northwest includes Grand Island, Kenmore, Tonawanda, Amherst, Williamsville, City of Buffalo, Cheektowaga, Lackawanna and West Seneca

District #2 –Northeast includes Clarence, Newstead, Alden, Lancaster, Depew, Elma, Marilla

District #3 - Southwest includes Blasdell, Hamburg, Orchard Park, Boston, Eden, Evans, Brant and Collins

District #4 - Southeast includes Aurora, East Aurora, Holland, Wales, West Falls, Sardinia and Concord

Attachment: Dadswell Contract Info (RES-2021-484 : Towing Services Contract - Dadswell Service, Inc.)

BID NO: 221052-004 TOWING SERVICES		Dadswell	Marty's	Bach's	Rusniak's	Smokey's	Evans	Triple T	Wally
I. HOOK UP CHARGE:	Light	$85.00/ea	$65.00/ea	$75.00/ea	$85.00/ea	$74.00/ea	$75.00/ea	$125.00/ea	$125.00/ea
	Medium	$175.00/hr	$125.00	$140.00/ea	$175.00/hr	$135.00/ea	$175.00/hr	$150.00/hr	$150.00/hr
	Heavy	$225.00/hr	N/A	$195.00/hr	$235.00/hr	No Bid	$195.00/hr	$250.00/hr	$250.00/hr
Flat Bed:	Light	$85.00/ea	$75.00	$75.00/ea	$85.00/ea	$74.00/ea	$85.00/ea	$125.00/ea	$125.00/ea
	Medium	$150.00/hr	N/A	$140.00/ea	$175.00/hr	$135.00/ea	$175.00/hr	$150.00/hr	$150.00/hr
	Heavy	$195.00/hr	N/A	$195.00/hr	$235.00/hr	No Bid	$195.00/hr	$250.00/hr	$250.00/hr
Price per Mile:	Light	$5.00/ea	$4.00/ea	$2.00/ea	$4.50/ea	$2.00/ea	$3.50/ea	$4.00	$4.00
	Medium	Port to Port	$5.00	$2.00/ea	N/A	$2.00/ea	N/A	$4.00	$4.00
	Heavy	Port to Port	N/A	No Bid	N/A	No Bid	N/A	$5.00	$5.00
Part II. Battery Service: jump start	Light	$95.00/ea	95.00	$75.00/ea	$85.00/ea	$74.00/ea	$75.00/hr	$85.00/ea	$85.00/ea
	Medium	$125.00	N/A	$95.00/ea	$85.00+105p/hr	$90.00/ea	$95.00/hr	$85.00/ea	$85.00/ea
	Heavy	$125.00	N/A	$145.00/ea	$85.00+105p/hr	$140.00/ea	$125.00/hr	$125.00	$125.00
Battery Replacement:	Light	N/A	N/A	$75.00/ea	No Bid	No Bid	$75.00/hr	$95.00/hr	$95.00/hr
	Medium	N/A	N/A	$95.00/ea	No Bid	No Bid	$95.00/hr	$95.00/hr	$95.00/hr
	Heavy	N/A	N/A	$145.00/ea	No Bid	No Bid	$125.00/hr	$95.00/hr	$95.00/hr
Part III: Tire Changing:	Light	$95.00/ea	$95.00	$75.00/ea	$85.00/ea	$74.00/ea	$75.00/hr	$125.00/ea	$125.00/ea
	Medium	N/A	N/A	N/A	$85.00+105p/hr	No Bid	$95.00/hr	N/A	N/A
	Heavy	N/A	N/A	N/A	$85.00+105p/hr	No Bid	$125.00/hr	N/A	N/A
Part IV. Lock Out Service	Light	$95.00/ea	$95..00	$75.00/ea	$85.00/ea	$74.00/ea	$75.00/hr	$125.00/ea	$125.00/ea
	Medium	$95.00/ea	N/A	$75.00/ea	$85.00+105p/hr	$74.00/ea	$75.00/hr	$125.00/ea	$125.00/ea
	Heavy	$125.00/ea	N/A	$75.00/ea	$85.00+105p/hr	$74.00/ea	$75.00/hr	$125.00/ea	$125.00/ea
Part V. Winching Service	Light	$125.00/hr	125.00	$95.00/ea	$125.00	$90.00	$95.00/hr	$125.00/hr	$125.00/hr
	Medium	$175.00/hr	N/A	$115.00/ea	$175.00/hr	$100.00	$175.00/hr	$150.00/hr	$150.00/hr
	Heavy	$225.00/hr	N/A	$175.00/hr	$235.00/hr	No Bid	$195.00/hr	$250.00/hr	$250.00/hr
Fuel Delivery		$125.00+fuel	$65.00+fuel	$75.00/+fuel	$85.00+fuel	$74.00+fuel	$75.00+fuel	$85.00+fuel	$85.00+fuel
District		District #1 District #2	District #1	District #3 District #4	District #1 District #2 District #3	District #3	District #3	District #2	District #2

Attachment: Dadswell Contract Info (RES-2021-484 : Towing Services Contract - Dadswell Service, Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23346 **RESOLUTION 2021-485** **ADOPTED**

Trucks & Heavy Equipment Parts & Repairs Contract - D & W Diesel CRS 2613

The Engineering Department is requesting the Town Board authorize the attached piggyback extension contract from Erie County Bid 219055-004 with D&W Diesel for Trucks & Heavy Equipment Parts & Repairs The contract will be retroactive from April 1, 2021 through March 31, 2022.

This contract will be available for Townwide use and the amount is to be determined.

This request has successfully completed the contract review process.

Thank you for considering this request.

6/07/2021
Consent

FINANCIAL IMPACT:

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 D & W Diesel, Inc. and the Town of Amherst permitting the Town of Amherst to participate in the Trucks & Heavy Equipment Parts and Repair contract under the Erie County Contract Bid Contract 219055-004, for the contract term through March 31, 2022.

Agreed to and Accepted by:

D & W DIESEL, INC.

By: Susan Clickner
Signature

Susan Clickner
Printed name

Bid Coordinator
Title

Date: 5/24/2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: D & W Contract Paperwork (RES-2021-485 : Trucks & Heavy Equipment Parts & Repairs Contract - D & W Diesel)

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR

February 25, 2021

D&W Diesel
3788 Broadway
Buffalo, NY 14227

Re: Bid #219055-004 "Trucks& Heavy Equipment"

The County of Erie wishes to extend this agreement for an additional contract period commencing on April 1, 2021 and ending on March 31, 2022 under the same prices, terms and conditions as the original bid.

Extension is provided for per paragraph 26, Page 5 of 6 of the bid specifications. This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.** After approval and execution by the County, a fully signed copy will be returned to you for your files.

X Yes, I agree to extend ____No, I do not wish to extend

Please complete and submit the following documentation if indicated for any bid extension agreed upon: (only if checked off)

____ Insurance Form X Workers Compensation Form

Company Name: D&W Diesel, Inc.

Representative (Please print): Susan Clickner Title: Bid Coordinator

Signature: Susan Clickner Date: 3/2/2021

Sincerely,

Tricia Pierce
Buyer

Director of Purchase

3/4/2021
Date

Attachment: D & W Contract Paperwork (RES-2021-485 : Trucks & Heavy Equipment Parts & Repairs Contract - D & W Diesel)

COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

TO: ALL USING DEPARTMENTS

FROM: Tricia Pierce, Buyer

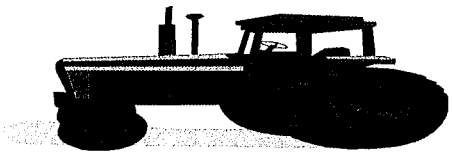
DATE: March 31, 2021

SUBJECT: "Trucks & Heavy Equipment Parts and Repairs"
BID NO.: 219055-004

This is to advise you that the contract for the "Trucks & Heavy Equipment Parts and Repairs" has been extended through March 31, 2022 with the vendors listed below. Departments must use the vendor with the lowest labor rate and percent over cost that is able to work on equipment that needs parts or repair.

When using this contract, the vendor must clearly show the number of hours of labor, labor rate, vendors cost of the parts and cost plus percentage extended to the County as per their bid submission. Quotes that do not show this will not be allowed purchase orders.

Make sure you reference the bid number #219055-004 when using this contract.



Attachment: D & W Contract Paperwork (RES-2021-485 : Trucks & Heavy Equipment Parts & Repairs Contract - D & W Diesel)

"MAINTENANCE, REPAIRS & TUNE UPS FOR HEAVY DUTY EQUIPMENT & TRUCKS"
BID NO.: 219055-004
COMMODITY CODE: #060

1. D & W Diesel – Vendor #102051
   3788 Broadway, Buffalo, NY 14227
   716-681-0252
   Labor Rate Per Hour: $110.00
   Parts- 30% over cost
   Warranty: 6 Months

2. Accent Stripe – Vendor #143862
   3275 N Benzing Road, Orchard Park, NY 14127
   716-823-7704
   Labor Rate Per Hour: $125.00
   Parts- 25% over cost
   Warranty: 6 Months

3. Fleet Maintenance – Vendor #110796
   67 Ransier Drive, West Seneca, NY 14224
   716-675-9220
   Labor Rate Per Hour: $125.00
   Parts- 20% over cost
   Warranty: 12 Months

4. Vantage Equipment – Vendor #113224
   4554 West Saile Dr. Batavia, NY 14020
   585-344-1931
   Labor Rate Per Hour: $140.00
   Parts- 30% over cost
   Warranty: 6 Months

5. Baschmann Services – Vendor #100830
   1101 Maple Rd. Elma, NY 14059
   716-655-1101
   Labor Rate Per Hour: $105.000
   Parts- 30% over cost
   Warranty: 6 Months

6. Kaminski & Sons Truck Equipment, DBA – Vendor #109707
   245 Lewis Street, Buffalo, NY 14206
   716-852-1954
   Labor Rate Per Hour: $95.00
   Parts- 35% over cost
   Warranty: 6-24 Months (Depends On Manufacturer)

Attachment: D & W Contract Paperwork (RES-2021-485 : Trucks & Heavy Equipment Parts & Repairs Contract - D & W Diesel)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23350 **RESOLUTION 2021-486** **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 March 2022. While Resolution 2021-395 originally approved this request, the course filled up and won't be offered again in 2021.

We are expecting the estimated cost to remain the same at $1,397.61 which includes registration, hotel stay, tolls and per diems.

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

Thank you for considering this request.

6/07/2021
Consent

FINANCIAL IMPACT:

$1,397.61; G9916-4040 & G9916-4850

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

(/)

Grade 4 Management

Dates

- Mar 9 - 11, 2022
- Sep 7 - 9, 2022

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 Course Info_ (RES-2021-486 : Travel Request - Grade 4 Management Course)

> *"Thanks to the Environmental Training Center at Morrisville for helping me get my 3A license. I could not ho done it without you!*
>
> *— Dale Lockwood, 3A Wastewater Operator*

12.K.6.a

QUICK LINKS

Apply (http://www.morrisville.edu/admissions/apply.aspx)
Campus Map (http://map.morrisville.edu/)
Parking Map (http://documents.morrisville.edu/public/files/parking.pdf)
Blackboard (http://www.morrisville.edu/blackboard/)
Web for Students (http://www.morrisville.edu/webforstudents/)
Web for Faculty (http://www.morrisville.edu/webforfaculty/)
Webmail (http://webmail.morrisville.edu/)
Cancellations (http://www.morrisville.edu/cancellations/)
Library (http://library.morrisville.edu/)
Career Services (http://www.morrisville.edu/careerplanning/)
Employment Opportunities (http://www.morrisville.edu/hr/employment.aspx)
Emergency Information (http://www.morrisville.edu/up/emergency.aspx)
Reporting Irregularities (http://www.morrisville.edu/business_office/prevent-fraud.aspx)

CONNECT WITH US

Facebook (https://www.facebook.com/MorrisvilleStateCollege) Twitter (https://twitter.com/MorrisvilleSUNY) YouTube (https://www.youtube.com/user/morrisvilleu) Instagram (https://instagram.com/morrisvilleu) LinkedIn (https://www.linkedin.com/company/morrisville-state-college)

CONTACT US

MORRISVILLE STATE COLLEGE (HTTP://WWW.MORRISVILLE.EDU/)

P.O. Box 901

80 Eaton St.
Morrisville, NY 13408
(http://maps.google.com/maps?q=80+Eaton+St,+Morrisville,+NY+13408&hl=en&ll=42.893951,-75.646062&spn=0.010548,0.022724&sll=42.890209,-75.640612&sspn=0.020312,0.045447&c=0
1-315-684-6000 (tel:1-315-684-6000)

© 2021 Morrisville State College (http://www.morrisville.edu/). All Rights Reserved. Privacy Policy (http://morrisville.edu/documents/privacypolicy/privacypolicy.pdf)

Attachment: Grade 4 Course Info_ (RES-2021-486 : Travel Request - Grade 4 Management Course)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23351 **RESOLUTION 2021-487** **ADOPTED**

WPCF Building No. 1 Elevator Modernization - Change Order #2 CRS No. 2615

The Engineering Department requests the Town Board approve the above referenced Change Order, which calls for a no-cost time extension until July 23, 2021 for Sicoli Construction Services, Inc. for the above-referenced project. There are no ancillary costs associated with this request.

This request has successfully completed the contract review process.

Thank you for considering this request.

6/07/2021
Consent

FINANCIAL IMPACT:

N/A

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

TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

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

June 2, 2021

AGENDA – June 7, 2021

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

RE: **Change Order No. 2**
No Cost Time Extension to Sicoli Construction Services, Inc.
WPCF: Building No. 1 Elevator Modernization
Town of Amherst Project No. 2018.002F
CRS No. 2615

Councilmembers:

The Engineering Department requests the Town Board approve the above referenced Change Order, which calls for a no-cost time extension until July 23, 2021 for Sicoli Construction Services, Inc. for the above-referenced project. There are no ancillary costs associated with this request.

This request has successfully completed the contract review process.

Thank you for considering this request.

Very truly yours,

Jeffrey S. Burroughs, P.E.
Town Engineer

Attachments: Change Order No. 2 – Form

cc: Brian J. Kulpa – Supervisor
Councilmembers
Jacqualine Berger - Liaison
Stanley J. Sliwa, Esq. – Town Attorney
Daryl C. Bramer – Town Comptroller
Donald Willert – Superintendent

Attachment: Change Order #2 - Sicoli (#2018.002F) - TBM 6-7-21_ (RES-2021-487 : WPCF Building No. 1 Elevator Modernization - Change Order

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: 06/07/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23353 **RESOLUTION 2021-488** **ADOPTED**

WPCF Influent Worthington Pump 3 Rebuild - Change Order No. 2 CRS No. 2684

We are requesting the Town Board approve the above referenced Change Order No. 2, which calls for a $16,129.00 increase in the contract price as well as an 81-day no cost contract extension. The project's revised contract price will be $121,661.00. This Change Order will cover the costs associated with the Contractor locally machining and installing the lower shaft unit and shaft sleeve. The need for a new lower shaft was determined when the lower pump unit was taken apart to assess all components. The lower shaft was determined to be outside the allowable wear tolerances determined by the manufacturer and must be replaced. Change Order #1 authorized the purchase of an OEM lower shaft unit. The Contract is being extended to August 31, 2021 due to the current delays in availability of new OEM repair parts.

The contractor has informed us that current delays are typical with no guarantees on delivery dates. We have asked for pricing from CPE to move forward with locally machined parts in the event that delays continue. Pump 3 needs to be back in service prior to the fall. If the OEM parts are delivered timely, they will be installed in Pump 3 and the machined parts will be used for a future pump rebuild. If the OEM parts are not timely, the machined parts will be installed and the OEM parts used for a future pump rebuild.

May we have your approval to award to Corrosion Products and Equipment, Inc. the above referenced Change Order? Funding is available from account KP 2030-4972. This request is pending the successful completion of the contract review process. Thank you for considering this request.

6/07/2021
Consent

FINANCIAL IMPACT:

$16,129.00; KP2030-4972

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: **# 2**

DATE: 5-28-21

WPCF: Worthington Pump 3 Rebuild– General Contract

Project No. **2020.002D**

TO CONTRACTOR: *(Name and address)*

Corrosion Products & Equipment, Inc.
110 Elmgrove Park
Rochester, NY 14624

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. The Contract is being extended to August 31, 2021, due to the current delays in availability of new OEM repair parts. The contractor has informed us that current delays are typical with no guarantees on delivery dates. We have asked for pricing to move forward with locally machined parts in the event that delays continue. Pump 3 needs to be back in service prior to the fall. If the OEM parts are delivered timely, they will be installed in Pump 3 and the machined parts will be used for a future pump rebuild. If the OEM parts are not timely, the machined parts will be installed and the OEM parts used for a future pump rebuild.
2. All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was:	$ 90,000.00
The net change by previously authorized Change Orders [new shaft]:	$ 15,532.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was:	$ 105,532.00
The (Contract Sum) will be increased by this Change Order in the amount of [plasma spay-machine existing shaft & machine new shaft sleeve]:	$ 16,129.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be:	$ 121,661.00
The Contract Time will be increased by 81 days.	
The date of Substantial Completion as of the date of this Change Order therefore is:	August 31, 2021

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive).

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
	Corrosion Products & Equip Inc.	Town of Amherst
ADDRESS	110 Elmgrove Park Rochester, NY 14624	5583 Main Street Williamsville, NY 14221
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	Brian J. Kulpa (*Typed name*)
DATE	DATE	DATE

Attachment: Corrosion Products Change Order (RES-2021-488 : WPCF Influent Worthington Pump 3 Rebuild - Change Order No. 2)

SERVICE SYSTEMS SOLUTIONS

May 26, 2021

Amherst WWTP
Richard Rink

CPE reported previously that the shaft from the #3 Influent pump we are currently repairing is damaged. This pump is a Worthington Model 30MC-1. Amherst provided us a change order of $15,532 to include a new shaft as part of the pump rebuild. This is well underway and should allow for a completion date of 8-31-21. The existing shaft was to be returned without repair as part of that change order.

CPE previously quoted the option to bring the existing shaft into tolerance by plasma spraying, then machining. This was quoted as an additional $10,234. This price is still valid. I suggest that CPE also provide a shaft sleeve with this shaft at a cost of $5,895. This is a significant savings as opposed to purchasing the shaft sleeve alone.

Please call with any questions or concerns.

Sincerely,

Robert Metz

315-727-4790

Cc: Pat Occhiuto, Bill Cox

Attachment: Corrosion Products Change Order (RES-2021-488 : WPCF Influent Worthington Pump 3 Rebuild - Change Order No. 2)

ROCHESTER
110 Elmgrove Park
Rochester, NY 14624
P 585.247.3030
F 585.247.7268

ALBANY
35 Maplewood Avenue
Albany, NY 12205
P 518.458.7252
F 518.458.7259

CARIBBEAN
43 Main Street, Mandeville
Manchester, Jamaica W.I.
P 876.962.6592
F 876.963.8144

SERVICE SYSTEMS SOLUTIONS

STANDARD TERMS AND CONDITIONS OF SALE

1. Entire Agreement. These Terms and Conditions of Sale (which include any purchase order or other document(s) attached hereto or referencing these Terms and Conditions of Sale) (the "terms") constitute the entire, complete, and exclusive agreement between the parties with respect to goods and/or services (a "deliverable" or the "deliverables") provided to Buyer by CPE as specified in these terms. If these terms are different from, or contain terms and conditions in addition to, Buyer's purchase order or any other document provided by Buyer (including any modifications thereto), CPE expressly rejects such different or additional terms in Buyer's document, and CPE's provision of the deliverables is expressly conditioned upon Buyer's acceptance of these terms. Notwithstanding any other acts or omissions of the parties, Buyer's acceptance of a deliverable constitutes Buyer's acceptance of all of these terms.

2. Acceptance/Delivery. No order or other request for deliverables will be binding upon CPE unless accepted in writing by CPE. Delivery is F.O.B. shipping point. Buyer assumes full responsibility for deliverables upon CPE's delivery to Buyer's carrier at shipping facility, including proper arrangement and security for transport. Any dates quoted for delivery are approximate only. In the event of CPE's inability for any reason to supply the total demand for deliverables, CPE may allocate its available supply among any or all purchasers, as well as departments and divisions of the CPE, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

3. Services. CPE will provide such services as may be specifically described in these terms, but shall have no obligation to provide any services unless agreed to by CPE in writing. Services are not provided as work-for-hire and CPE retains on an exclusive basis all rights to any intellectual property developed, delivered and/or used in providing services.

4. Price. The price for deliverables is specified in these terms. The price is exclusive of taxes and shipping related costs and is payable only in U.S. currency. Price, delivery terms, availability of deliverables and descriptions and specifications of deliverables is subject to change without notice. Buyer shall reimburse CPE for all taxes, shipping related costs or other charges which CPE may be required to pay upon the sale, transportation or use of the deliverables. The opening and maintenance of a credit account with CPE is subject to Buyer providing satisfactory references and observing all of the terms on which credit is given, including CPE's Credit Policy. CPE reserves the right to refuse to extend credit at any time and for any reason. Any discounts, rebates, warranties, or similar allowances given by CPE for the deliverables are expressly conditioned upon full and timely payment.

5. Payment. At CPE's option, the price and any applicable taxes, shipping related costs or other charges is due and payable on or before delivery, or if invoiced by CPE, due and payable thirty (30) days after the date of invoice. If Buyer fails to make payment when due, in addition to CPE's other rights and remedies, Buyer shall (i) pay CPE a late charge equal to the lesser of 1.5% or the highest lawful amount which may be charged to Buyer, per month and/or part of a month on the remaining unpaid balance due to CPE; and (ii) pay all expenses of collection of amounts due CPE from Buyer, including reasonable attorneys' fees. Buyer shall not be entitled to make any deductions or set off of any amounts (including those for alleged damages) against payments due to CPE hereunder.

6. Security Interest. Buyer grants CPE a purchase money security interest in all deliverables, including the proceeds, products thereof, additions and accessions thereto and replacements and substitutions therefor, with all rights and remedies of a secured party in any jurisdiction. Buyer authorizes CPE to file financing statements, or such other documents, appropriate to protect CPE's security interest, without Buyer's signature. If Buyer has granted a third party a blanket security interest in the type of collateral of which a deliverable would be characterized under the Uniform Commercial Code or applicable law, Buyer shall notify CPE of such fact in writing prior to shipment of deliverables.

7. Inspection. Promptly upon delivery, but no later than five (5) days after delivery, Buyer shall (i) examine and inspect all deliverables; and (ii) notify CPE of any defect in material or workmanship or any other fact that causes the deliverables not to conform to the agreement between Buyer and CPE. Failure to so inspect and inform CPE of a defect within the foregoing time period or the use of a deliverable by Buyer at any time shall be conclusive evidence that CPE has satisfactorily tendered delivery and that Buyer has inspected and accepted the deliverables. Buyer agrees that the foregoing time period provides Buyer with a reasonable time to inspect deliverables. Should Buyer properly notify CPE of any defects in deliverables, in addition to any obligations Buyer may have to CPE, Buyer shall re-pack the deliverable into its original packaging and store that deliverable indoors and in a dry and temperature regulated facility pending instructions from CPE.

8. Force Majeure. CPE is not responsible for any delay or failure to perform its obligations under these terms when such failure is due to any cause beyond its control. If shipments are delayed at Buyer's request, due to Buyer's acts or omissions, or due to circumstances that are not within CPE's control, payment shall be made by Buyer within ten (10) days after Buyer has been notified by CPE that a deliverable is ready for shipment. If shipment is delayed, in addition to any other remedy available to CPE, the deliverable may be stored by CPE at Buyer's risk and expense.

9. Returns/Cancellation. No deliverable may be returned unless CPE agrees in writing and such deliverable is (i) in new condition, suitable for resale in its undamaged original packaging and with all its original parts and (ii) has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. If CPE agrees to accept a return, Buyer must pay all costs and bear all risk of returning the deliverable to CPE's facility and pay a re-stocking charge starting at 30% of the price. Orders accepted by CPE can only be cancelled with the written consent of CPE, such consent to be in the CPE's absolute discretion and then only upon payment of a reasonable cancellation charge.

10. Buyer Responsibilities. Buyer is responsible for obtaining any and all permits, licenses or other documents necessary for shipment, receipt or use of the deliverables and providing CPE written evidence thereof in advance of shipment. Buyer, its employees and agents will take all necessary steps to ensure that the deliverables will be set-up, assembled, installed and used (whether by Buyer or a third party) in accordance with CPE's instructions, any instruction manual, package insert or other materials provided with the deliverables, and all requirements of all applicable governmental authorities pertaining to the installation and operation of the deliverables. Buyer shall indemnify and hold CPE and CPE's directors, officers, employees and agents harmless against any and all damages, losses, costs, claims and expenses (including, without limitation, reasonable attorneys' fees and costs whether incurred in a third party action or in an action to enforce these terms) incurred by CPE or such persons that arise out of or relate to the failure of Buyer to comply with CPE's instructions, any instruction manual, package insert or other materials provided with the deliverables, and all requirements of applicable law or regulation pertaining to the installation and operation of the deliverables. CPE shall have no obligation to perform should Buyer be in breach of its obligations to CPE under these terms or any other contract with CPE.

11. Technical Advice. Upon request, CPE may furnish such technical advice or assistance as it has available in reference to the use of deliverables. It is expressly understood, however, that all such technical advice or assistance is given AS-IS and the CPE assumes no obligation or liability for the advice or assistance given or results obtained, and all such advice or assistance is given and accepted at Buyer's risk.

12. Limited Warranty. CPE warrants to Buyer that deliverables will be free from defects in material and workmanship. This warranty is not transferable or assignable and any such transfer or assignment is void.

This limited warranty does not cover service trips, service calls and labor charges, shipment of replacement parts, or damages due to: (i) failure to install, operate or maintain the deliverables in accordance with CPE's instructions, any instruction manual, package insert or other materials provided with the deliverables, and all requirements of applicable law or regulation; (ii) misuse, abuse, neglect or modification of a deliverable in any way; (iii) improper service or use of replacement parts or accessories that are not specified by CPE; (iv) improper installation by Buyer or a third party or any relocation of a deliverable after initial installation; (v) incorrect supply, accident, fire, flood, acts of God or other casualty; (vi) use of a deliverable other than for its intended purpose; (vii) shipment of a deliverable (all claims must be filed with the carrier); (viii) use of a deliverable in the vicinity of combustible or explosive materials; (ix) any defect in a

Attachment: Corrosion Products Change Order (RES-2021-488 : WPCF Influent Worthington Pump 3 Rebuild - Change Order No. 2)

SERVICE SYSTEMS SOLUTIONS

deliverable arising from a drawing, design, or specification supplied by or on behalf of Buyer; (x) failure of parts not manufactured by CPE; (xi) Buyer cannot prove original purchase date and required annual maintenance history, if any; (xii) the serial number or any similar or other identifying information on any deliverable is removed, defaced, modified or altered in any way; or (xiii) CPE is not permitted to inspect the damaged deliverable.

CPE makes no warranty regarding any deliverables produced or supplied by parties other than CPE. Those deliverables are subject to any terms and conditions imposed by such third parties.

No person other than an executive officer of CPE has authority to change or extend the terms of the above limited warranty and Buyer confirms that no other warranty terms have been extended by CPE or are applicable to the deliverables. Changes or extensions to the terms of the above limited warranty are binding only if confirmed in writing by CPE's duly authorized executive officer.

13. Limitation on Warranties/Damages. Any claim under the limited warranty set forth in Section 12 must be made within a period of twelve (12) months from the date of shipment by CPE or such claim is waived. Except as set forth in these terms, CPE makes no representation or warranty of any type, express or implied, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of non-infringement or warranty arising from any course of dealing, course of performance or usage of trade.

CPE will not under any circumstances be liable for any special, indirect, punitive or consequential damages (even if CPE has been notified of the possibility of such damages) resulting from or related to a deliverable including, without limitation, any loss of profits or loss of opportunity.

Some jurisdictions do not allow limitations on warranties or damages, so this limitation or exclusion may not apply to Buyer.

14. Remedy. CPE's sole obligation and Buyer's exclusive remedy with respect to any deliverable, whether arising in contract, tort (including negligence), strict liability, breach of warranty or otherwise, is limited to CPE, at its discretion, replacing or repairing the defective deliverable, providing replacement parts or issuing Buyer a credit equal to the price paid to CPE for such defective deliverable, and in no event will CPE's liability exceed the amounts actually received by CPE for any deliverable.

This exclusive remedy shall not be deemed to have failed its essential purpose so long as CPE is willing and able to: (i) repair or replace a defective deliverable or parts thereof or (ii) at CPE's option, refund the price received by CPE for the defective deliverable, within a reasonable time after Buyer demonstrates that a defect exists.

15. Limitation of Actions. Any action against CPE arising out of this transaction shall be commenced within one (1) year from the date such cause of action has accrued; otherwise the same shall be barred.

16. Intellectual Property. CPE is not transferring to Buyer any patent, copyright, trademark or other intellectual property rights in or related to any deliverable, other than the limited license to use the deliverable for Buyer's internal business purposes. The deliverables provided hereunder may be subject to patent, trade secret and other intellectual property rights and Buyer agrees that should the deliverables or certain information relevant thereto be made available to others it would cause irreparable harm to CPE. Therefore, Buyer agrees not to, and not to permit others to, use, disclose, copy or replicate (through, for example, reverse engineering or other similar process) any deliverable and/or any documentation or information regarding any deliverable.

Buyer shall indemnify and hold CPE and CPE's directors, officers, employees and agents harmless from and against any and all damages, losses, costs, claims and expenses (including, without limitation, reasonable attorneys' fees and costs whether incurred in a third party action or in an action to enforce these terms) incurred by CPE or such persons that may arise out of or relate to any or all claims of any nature alleging infringement of a third-party's intellectual property rights as a result of CPE's compliance with Buyer's written specifications or instructions for the manufacture of the deliverables (the "Specifications"). The foregoing shall not apply, however, to the extent (i) such infringement arises from any deviation, embellishment, interpretation, modification or creative work performed on the part of CPE that deviates from, or is in addition to, the specific requirements of the Specifications, or (ii) Buyer can demonstrate that CPE knew or should have known in the exercise of reasonable prudence that CPE's compliance with the Specifications would infringe such third-party's intellectual property rights.

17. Governing Law. These terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws, and shall not be governed by the provisions of the United Nations Convention on Contracts for International Sales of Goods. The parties agree that all actions or proceedings between them shall be tried and litigated only in the state and federal courts located in the County of Monroe, New York.

18. Termination. CPE may terminate these terms, and have no obligation to supply deliverables, immediately upon the bankruptcy or insolvency of CPE or CPE's breach of these terms. Buyer will pay the price for any deliverables delivered on or before the date of termination. CPE is not liable for any other costs, expenses, losses, damages or liabilities arising out of such termination. Termination or cancellation will not alter or terminate any of the parties' obligations under these terms that by their nature extend beyond termination or cancellation.

19. Assignment/Subcontract. Buyer may not delegate or assign any duties or rights under these terms without CPE's prior written consent, which consent may be withheld by CPE for any or no reason. Any such delegation or assignment in violation of this section is void.

20. Severability/Revision. Should any provision of these terms be held by a court of law, or other body having proper jurisdiction, to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of these terms shall not be affected or impaired thereby and the parties agree that partial enforcement of these terms or revisions of the illegal, invalid or unenforceable provision is appropriate.

21. Notices. To be effective, all notices and other communications under these terms shall be in writing and sent to the intended recipient by personal delivery, by registered or certified mail, return receipt requested, or recognized overnight courier, at the party's address as set forth in the purchase order or other documents attached to these terms. Each party may change its address for receipt of notice by giving notice of such change pursuant to this section. Notice is given immediately upon personal delivery, or three business days following the date on which such notice is mailed in accordance with this section, or the next day following the date on which such notice is sent by overnight courier.

22. Entire Agreement, Amendment and Waiver. These terms (a) constitute the entire agreement between the parties as to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, and (b) may be modified or amended only by a written document signed by CPE and Buyer. No supplement, modification or waiver of these terms will be binding unless executed in writing by the party to be bound thereby and specifically references these terms and the section(s) so modified. No waiver of any of these terms shall be deemed or shall constitute a waiver of any other term hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Attachment: Corrosion Products Change Order (RES-2021-488 : WPCF Influent Worthington Pump 3 Rebuild - Change Order No. 2)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23352 **RESOLUTION 2021-489** **ADOPTED**

Purchase of FL1500 Series Flow Logger & Rain Gauges

The Engineering Department-Sewer Maintenance Division and Wastewater Treatment Facility are seeking to purchase one (1) Hach FL1500 Series Flow Controller to be used at the Wastewater Treatment Facility and two (2) Rain Gauges. This equipment is compatible with our existing flow monitoring system.

The following needed equipment is currently on the NYSOGS Contract with pricing per the attached quote from Temp-Press, Inc. authorized dealer in the Western New York area.

We are requesting Town Board approval for the above purchase at a total cost of $4,888.80 with free shipping and a waiver of insurance, as the equipment will be sent directly to our office via a third party shipper. Funds are available for the above purchase within account G9000-2600 in the amount of $853.60 and G9916-2600 in the amount of $4,035.20.

Thank you for considering our request.

6/07/2021
Consent

FINANCIAL IMPACT:

G9000-2600; $853.60

G9916-2600; $4,035.20

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

HACH
Be Right™

Quotation

Hach Company-Flow Products & Services
PO Box 608
Loveland, CO 80539
Phone: (800) 368-2723
Website: www.hachflow.com

Quote Number: 100660733v5
Use quote number at time of order to ensure that you receive prices quoted

Quote Date: 24-May-2021

Quote Expiration: 26-Jul-2021

TOWN OF AMHERST
455 TONAWANDA CREEK RD
AMHERST, NY 14228-1297

Name: Gregory Struzik
Phone: 716-691-9771, x8025
Email: gstruzik@amherst.ny.us

TOWN OF AMHERST
AMHERST ENVIRONMENTAL CONTROL DIVI
455 TONAWANDA CREEK RD
AMHERST, NY 14228-1230

Customer Account Number : 016617

Sales Contact: Samuel Serra Email: sserra@temppress.com Phone: 585-235-6160

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	%Disc	Net Unit Price	Extended Price
1	LFV001.99.U2NXH	FL1500 Series Flow Controller Basic, US Power Cord, Basic User Manual	1	3,977.00	20%	3,181.60	3,181.(
2	8307800	Rain Gauge with 100 ft. cable	2	1,067.00	20%	853.60	1,707.2
						Grand Total:	$ 4,888.(

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgmer and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with tl Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hac pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitab for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statemer of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:
Terms are Subject to Credit Review
In order for Hach to process the order as quickly as possible, please provide the following information.
- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over $25,000 Hach will also require the following additional information.
- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status

Attachment: Hach Quote (RES-2021-489 : Purchase of FL1500 Series Flow Logger & Rain Gauges)

- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
Standard lead time is 30 days.
This Quote is good for a one time purchase

Sales Contact:

Name:	Samuel Serra
Title:	Sr. Sales Engineer
Phone:	585-235-6160
Email:	sserra@temppress.com

Attachment: Hach Quote (RES-2021-489 : Purchase of FL1500 Series Flow Logger & Rain Gauges)

May 18th, 2021

To Whom It May Concern:

Please be advised that Temp Press, is the sales representative for the Hach Sigma and Marsh-McBirney Flow product line of open channel flow meters and DDS service in the state of New York. Temp-Press is also factory trained to install, service and maintain the Hach Flow Product line.

Temp Press - Samuel Serra

30 Hytec Circle

Rochester, NY 14606 phone 585-236-6160

Hach Company acquired Sigma and Marsh-McBirney and manufactures both lines. As our New York state Flow Rep, Temp Press, is responsible for new product sales and DDS Service for both lines in the New York state area.

Hach Company is the sole manufacturer for the Sigma and Marsh-McBirney open channel flow meters. Including the FH950 Hand Held meter, FL900 Logger FL1500 transmitter, DDS Service and FloDar.

Hach newest meter, the FL1500, is a direct replacement for the Flo-Station, 950, 980 and 970.

Best Regards

Randy Draper

Divisional Sales Manager- Hach Flow Group

Attachment: Hach Quote (RES-2021-489 : Purchase of FL1500 Series Flow Logger & Rain Gauges)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23354 **RESOLUTION 2021-490** **ADOPTED**

Purchase of 900-ECO-9 Yard Truck Mounted Combination Sewer Cleaner CRS 2620

The Town of Amherst Engineering - Sewer Maintenance Division is seeking approval to purchase a 900-ECO 9 Yard Truck Mounted Combination Sewer Cleaner through Cyncon Equipment in the amount of $206,405.64 (quote attached). This purchase will be utilizing a current Sourcewell Contract with Sewer Equipment Company of America.

Funding for this purchase is available from the 2021 Sewer Equipment Bond.

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

Thank you for considering our request.

6/07/2021
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Sewer Equipment Bond; $206,405.64

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

AGREEMENT

Let this document stand as an Agreement between Cyncon Equipment and the Town of Amherst permitting the Town of Amherst to participate in the purchase of a 900-ECO 9 Yard Truck Mounted Combination Sewer Cleaner utilizing the Sourcewell Contract #122017-SCA.

Agreed to and Accepted by:

CYNCON EQUIPMENT

By: _____
Signature

RICHARD WILCOX
Printed name

GENERAL MANAGER
Title

Date: MAY 14, 2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Sewer Cleaner Quote (RES-2021-490 : Purchase of 900-ECO-9 Yard Truck Mounted Combination Sewer Cleaner)

Sourcewell
Awarded Contract
Contract #122017-SCA

CYNCON EQUIPMENT

May 6, 2021	**PO#**
End User:	**Amherst Engineering**
Address:	**100 N Forest Rd**
City, State, Zip:	**Williamsville NY 14221**
Sourcewell Member #:	**82881**
Contact:	**Frank Fanara**

SEWER EQUIPMENT CO. of AMERICA

900-ECO 9 Yard Truck Mounted Combination Sewer Cleaner

Vacuum System:
- 4400 CFM Blower
- 8" Vacuum Hose system
- 18" Hg vacuum rating
- Dual Cyclone Separator
- Dual Element 10 Micron Final Filter
- Remote Vacuum Relief
- Analog Vacuum Display
- (6) Tube / Tube Rack

Boom:
- Telescoping Boom System
- Telescoping Reach 17' 2" to 27' 2"
- Hydraulic Powered Boom
- 180° Working Radius
- Boom Joystick Control

Debris Tank:
- 9 Cubic Yard Capacity
- Hydraulic Dump, 50° Dump Angle
- Dual Ported Rear Door w/ Knife Valve
- Dump Height 60"
- Hydraulic Open/Close/Lock Door

Water System:
- 1000 Gallon Capacity Water Tank
- Giant plunger style triplex
  - 65 gpm @ 2000 psi w/ 30 min run dry
- Black Duraprolene™ Water Tank Construction
  - w/ 10 Year Warranty
- Cold Weather Recirculation System
- 2.5" Hydrant Fill system
- Air Purge Valve
- Variable Volume Delivery
- Low Water Warning Light
- Analog Pressure Display
- Front and Mid Ship Hand Gun Ports

Electrical:
- NEMA 4 Control Panel
- Hour Meter (Blower & Water Pump)
- Military Spec. Sealed Switches

Truck:
- Mounting to Approved Chassis
- (1) Alum Toolbox 24"x42"x100" - Behind Cab
- LED D.O.T. Approved Lighting
- Tow Hooks

Hose Reel & Hose:
- Front Mounted Telescoping & Rotating
- 800' X 1" Hose Capacity
- 10' Leader Hose
- Single Side Controls

Accessories:
- (3) 8" x 6' Extension Tube
- (1) 8" X 4' Extension Tube
- (1) 8" x 6' Crowned Suction Nozzle
- (1) 6" x 10' Flat Discharge Hose
- BB Hose Guide
- Tri-Star (chisel point) nozzle
- DD (high flow) nozzle
- Finned Nozzle extension
- Nozzle Rack (Mounted midship toolbox)
- 25' Fill Hose
- Upstream Pulley Guide
- Washdown gun
- Cleaner, Tip,Torch,Small
- (1) Hydrant Wrench
- (1) Paper Owner's Manual

BASE UNIT AS OUTLINED ABOVE	$247,107.00	1	$247,107.00
		LIST PRICE OF SELECTED OPTIONS:	($36,895.00)
		LESS PERCENTAGE SOURCEWELL DISCOUNT (3 % →) 3.0% $	(6,306.36)
		NET PRICE OF UNIT:	$203,905.64
CUSTOMER SUPPLIED CHASSIS	INTERNATIONAL (Single Axle)		
		FREIGHT:	$2,500.00
		TOTAL: $	206,405.64

DEBRIS BOX & BOOM:			
DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)	$1,205.00	1	$1,205.00
DECANT SCREEN ON REAR DOOR PORT (swing out perforated shield)	$1,421.00	1	$1,421.00
ELECTRICAL & LIGHTING:			
WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract and module kill switch)	$4,590.00	1	$4,590.00
WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck is taken out of neutral with remote not in docking station)	$250.00	1	$250.00
ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted camera heads with monitor in cab)	$1,549.00	1	$1,549.00
(6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2) REAR FACING (factory standard)	$1,500.00	1	$1,500.00
LED ARROW BOARD (factory standard)	$1,289.00	1	$1,289.00
LED CURBSIDE BODY MOUNTED WORK LIGHT	$458.00	1	$458.00
LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)	$945.00	1	$945.00
CHASSIS:			
(DEDUCT) FOR REMOVAL OF "BEHIND THE CAB TOOLBOX" (Not available with Single Piston Pumps) (Decreases Boom Reach 15' 2" to 23' 2")	($1,910.00)	1	($1,910.00)
NON-STOCK CHASSIS MOUNTING ALTERATIONS	$3,605.00	1	$3,605.00
CENTRAL LUBRICATION SYSTEM	$2,853.00	1	$2,853.00

FREIGHT AND/OR APPLICABLE TAXES NOT INCLUDED

2021

Attachment: Sewer Cleaner Quote (RES-2021-490 : Purchase of 900-ECO-9 Yard Truck Mounted Combination Sewer Cleaner)

PAINT:			
DEBRIS BOOM: STERLING WHITE (FDG91327)	STANDARD		
DEBRIS TANK: • STERLING WHITE (FDG91327)	STANDARD		
HOSE REEL - UPRIGHT STANDARD • SEWER BLUE (PAN 287)	STANDARD		
FRAME: • STANDARD BLACK (FDG9000)	STANDARD		
SLIDE FRAME: • STANDARD BLACK (FDG9000)	STANDARD		
SPECIAL ITEMS:			
Deduct Hose Reel	($18,000.00)	1	($18,000.00)
Deduct Water Tanks	($15,500.00)	1	($15,500.00)
Deduct Water Pump System	($21,150.00)	1	($21,150.00)

Quote Valid for 30 Days

Thank you for the opportunity to supply your equipment needs. As always, please contact me with any questions.

Best regards,

Dave Hull

Dave Hull
Sales Representative

SIGNATURE DATE

Cyncon Equipment Inc. 7494 W. Henrietta Rd. Rush NY 14543 PH: 585-533-2500 www.cyncon.com

FREIGHT AND/OR APPLICABLE TAXES NOT INCLUDED

Attachment: Sewer Cleaner Quote (RES-2021-490 : Purchase of 900-ECO-9 Yard Truck Mounted Combination Sewer Cleaner)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23356 **RESOLUTION 2021-491** **ADOPTED**

Award of Bid - Local Pedestrian Safety Action Plan

On May 13, 2021 bids were received for the above referenced project. After Town and NYSDOT regional review of the three (3) bids received (attached) and using NYSDOT bid analysis requirements, we recommend the contract for the Town of Amherst Pedestrian Safety Action Plan to be awarded to North Spur Construction, 156 Garrison Road, Buffalo, New York 14221 to include only their base bid in the amount of $398,613.00.

The majority of this project is federally funded and reimbursed through PSAP Grant and in accordance with Resolution# 2020-549. The remaining local share is funded through a combination of a Pedestrian Safety Improvement CIP project and an ADA Improvement Project, at a total amount of $161,613.00.

Funding is available from accounts KP-1740-4972 ($319,899.00 - 74% Federal PSAP & 26% Local Ped Safety) and KP-2023-4972 ($78,714.00 Local ADA). May I please have your approval to award this low contract?

6/07/2021
Consent

FINANCIAL IMPACT:

KP1740-4972; $319,899.00

KP2023-4972; $78,714.00

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

TOWN OF AMHERST, NEW YORK

LOCAL PEDESTRIAN SAFETY ACTION PLAN (PSAP)

VARIOUS LOCATIONS

P.I.N. 5762.68

TOWN JOB NO. 2017.034

Bid Date: May 13, 2021

Time: 12:00 PM

	Contractor	Bid Bond?	Base Bid	Alt Bid #1	Alt Bid #2	Total
1	North Spur Construction	Y	$ 398,613.00	$ 58,471.00	$ 29,454.00	$ 486,538.00
2	Concrete Applied Technologies Corp dba. Catco	Y	$ 446,510.00	$ 53,674.00	$ 23,265.00	$ 523,449.00
3	Millennium Construction, Inc.	Y	$ 454,264.00	$ 46,430.00	$ 30,362.50	$ 531,056.50

Attachment: Bid Tabulation - PSAP-May2021 (RES-2021-491 : Award of Bid - Local Pedestrian Safety

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23361 **RESOLUTION 2021-492** **ADOPTED**

Authorize Amherst Market at Bassett Park Contracts and Vendors CRS #2628, 2631-2656, 2658, 2659, 2678-2680, and 2683

WHEREAS, the Town has organized several parks programming events over the course of several months in 2021; and

WHEREAS, one such series of events is the Amherst Market at Bassett Park, to be held on the second Sunday of the month, June through September, from 10:00am-2:00pm at Bassett Park; and

WHEREAS, vendors are not being paid to participate, nor are they required to submit a fee to participate, and no monies have been exchanged between the vendors and the Town, or preferences given; and

WHEREAS, the attached contract documents have been reviewed and approved by the Town Attorney for form and content;

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby approves the attached contract documents; and

BE IT FURTHER RESOLVED, the Town Board hereby approves contracts with the following vendors, subject to successful completion of the Contract Routing System:

CRS #2628 CBD MED Center
CRS #2631 Cuccidati Inc.
CRS #2632 Baby Bird Home Décor
CRS #2633 Dragonfly Jams and Jellies
CRS #2634 Buffalo Pepper Products
CRS #2635 Dee's Delicious Sweets
CRS #2636 Donnas Pepper Jelly and Jams
CRS #2637 Georges Produce Market Inc
CRS #2638 Kari Blueberry Creative
CRS #2639 Lauryn's Plants
CRS #2640 Mrowka Family Farms
CRS #2641 My Buffalo Candle Company
CRS #2642 Najah Inc
CRS #2643 Nick's Spider Venom Inc
CRS #2644 Pacific Cloud Seafood
CRS #2645 Public Coffee Hub
CRS #2646 Smita's Cookery
CRS #2647 Utter Brothers Ice Cream
CRS #2648 Vinegars Etc
CRS #2649 Kissed by the Sun Spices and Buffalo Artisan Traders

CRS #2650 Buffalo Airbrush Tanning
CRS #2651 M&M Pickles
CRS #2652 Lilly-Belle Meads
CRS #2653 Maple Glen Sugar House
CRS #2654 Erikas Bead Creative
CRS #2655 Simones Natural Creations
CRS #2656 Life Itself Inc
CRS #2658 Ellicottville Greens
CRS #2659 Bank on Buffalo
CRS #2678 JM West Designs
CRS #2679 Spoonfuls Gourmet Nut Butters
CRS #2680 Wellness Genie
CRS #2683 Moneybags Dumplings

6/07/2021
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: SeasonalMarketsContract-VENDORFINAL (RES-2021-492 : Authorize Amherst Market at Bassett Park - CRS #2628, 2631-2656,

Town of Amherst
Market at Bassett Park

RETAIL VENDOR REGISTRATION AND CONTRACT:

The Town of Amherst's Market at Bassett Park will be held EVERY SECOND SUNDAY, JUNE THROUGH SEPTEMBER, from 10am-2pm at the Town of Amherst's BASSETT Park, located at 359 Klein Road, or another Town owned property selected by the Town. Please complete this registration form and contract and submit to the Town of Amherst, Resource Coordinator, by **May 14, 2021.**

Set Up Times and Requirements:

- The market will be held ***every second Sunday, June – September, from 10am-2pm.***
- All vendors are expected to be open for the duration of the event, no late arrivals, or early departures.
- **Set-up times: Setup begins at 7:30am** and spaces for vendors are available on a first come, first served basis. Spaces will not be assigned. Vendor spaces will be assigned as vendors arrive. Vendors may park behind their tent space, or in the parking lot provided. VENDORS MUST ADHERE TO ALL FIRE SAFETY RULES, INCLUDING BUT NOT LIMITED TO APPROPRIATE PARKING AND KEEPING ALL SIDEWALKS AND RIGHT OF WAYS CLEAR.
- Please fill out the following application and general release and acceptance agreement on page five, and **return it to the Resource Coordinator via email by May 14, 2021**

Town of Amherst – Market at Bassett Park
Attn: Elizabeth Dagostino, Resource Coordinator
edagostino@amherst.ny.us

Company Name: _____

Contact: _____

Address: _____

Email Address: _____ Phone: _____

Do you intend to use a portable, vendor supplied generator? _____

Please give a Description of Services and/or Items to be sold:

_____

_____

_____

_____

Attachment: SeasonalMarketsContract-VENDORFINAL (RES-2021-492 : Authorize Amherst Market at Bassett Park - CRS #2628, 2631-2656,

Attachment: SeasonalMarketsContract-VENDORFINAL (RES-2021-492 : Authorize Amherst Market at Bassett Park - CRS #2628, 2631-2656,

Town of Amherst Market at Bassett Park
GENERAL VENDOR RULES AND REGULATIONS

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall feeling of the market and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **MARKET STAFF** determines booth placement.
2. Market is held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor registration is due no later than May 14, 2021.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for a family friendly event, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH**.
    a. It is the responsibility of the vendor to provide their own tent for the market.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Booths must be ready to open by 10:00AM and remain open until 2:00PM. **You may not vacate early**.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleaned up 4:00PM on the date of the market.
    d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
    e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
    f. NO SMOKING anywhere throughout the market grounds.
8. **Sales tax** for items sold at event must be paid by vendors in compliance with local and state tax law.
9. **Vendor set-up begins at 7:30am on the date of the market**.

a. Set-up hours are **7:30AM-9:30AM.**
b. **Late arrivals (arriving after 9:30AM) will forfeit their space for the market.**

9. **Parking – All Vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in the adjacent lot by 9:45am, no exceptions. Market vendors must be prepared to open for guests by 10:00AM.**

10. **ELECTRICITY, heat, and the use of gas or propane generators is allowed at the Market at Bassett Park. Please review and sign fire safety memo, if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection.**

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed prior to the event, and reduced-fee payment for the tent permit submitted to Town Clerk.** Vendors must remain at their spaces assigned at setup, for the duration of the market. All booths will have a 10 foot perimeter, and follow all fire safety requirements at all times. Use of generator power is allowed, please review and sign fire safety agreement if you intend to use vendor supplied generator power.

General Release and Acceptance Agreement: This Applicant has read the rules of the event and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event. If you have not supplied a valid COI to the Town within the last 12 months, you will be required to provide this documentation May 14, 2021. If you have submitted a COI within the last 12 months, please provide an updated copy of your insurance policy, indicating effective date.**

By signing and submitting this registration, I acknowledge that I have read and agree to follow the Town of Amherst's General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Attachment: SeasonalMarketsContract-VENDORFINAL (RES-2021-492 : Authorize Amherst Market at Bassett Park - CRS #2628, 2631-2656,

Signature of Applicant _____ Date _____

Signature of Town Supervisor _____ Date _____

Attachment: SeasonalMarketsContract-VENDORFINAL (RES-2021-492 : Authorize Amherst Market at Bassett Park - CRS #2628, 2631-2656,

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23300 **RESOLUTION 2021-493** **ADOPTED**

Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower CRS# 2605

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of two (2) John Deere z950r Ztrak commercial mowers.

The Purchase is from LANDPRO EQUIPMENT LLC., 7615 LEWISON ROAD, OAKFIELD, NY 14125 FOR $11,849.53 TIMES 2 UNITS EQUALS $23,699.06 UNDER NYS-OGS CONTRACT UNDER GROUP #40625, AWARD #PGB22792 and CONTRACT #PC68131.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this purchase. This purchase is subject to the Contract Routing System (CRS#2605) and the approval of the Town Attorney.

6/07/2021
Consent

FINANCIAL IMPACT:

A7110 - 2150	$11,849.53
H4068 - 2550	$11,849.53
TOTAL $23,699.06	

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

JOHN DEERE

YOUR CONTRACT.
YOUR QUOTE.
YOUR HELP REQUESTED.

Ensure your equipment arrives with no delay
Issue your Purchase Order or Letter of Intent

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

- ☐ Shipping address
- ☐ Billing address

Vendor: John Deere Company
☐ 2000 John Deere Run Cary, NC 27513

- ☐ Contract name and/or number
- ☐ Signature
- ☐ Tax exempt certificate, if applicable

For any questions, please contact:

Scott Pietron

LandPro Equipment LLC
7615 Lewiston Road
Oakfield, NY 14125

Tel: 585-948-5261
Fax: 585-948-8139
Email: spietron@landproequip.com

The John Deere Government Sales Team

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

JOHN DEERE

JOHN DEERE | LANDPRO EQUIPMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
LandPro Equipment LLC
7615 Lewiston Road
Oakfield, NY 14125
585-948-5261
mailoakfield@landproequip.com

Quote Summary

Prepared For:
TOWN OF AMHERST
1042 N FOREST RD
WILLIAMSVILLE, NY 14221
Business: 716-631-7117

Delivering Dealer:
LandPro Equipment LLC
Scott Pietron
7615 Lewiston Road
Oakfield, NY 14125
Phone: 585-948-5261
spietron@landproequip.com

Quote ID:	24260724
Created On:	26 April 2021
Last Modified On:	07 May 2021
Expiration Date:	26 May 2021

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE Z950R ZTrak	$ 15,389.00	$ 11,849.53	X	2	=	$ 23,699.06

Contract: NY State Landscaping Grounds PC68131 (PG XN CG 22)
Price Effective Date: April 23, 2021

Equipment Total **$ 23,699.06**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 23,699.06
Trade In	
SubTotal	**$ 23,699.06**
Est. Service Agreement Tax	$ 0.00
Total	$ 23,699.06
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 23,699.06**

Salesperson : X _____

Accepted By : X _____

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

JOHN DEERE

JOHN DEERE | LANDPRO EQUIPMENT

Selling Equipment

Quote Id: 24260724 **Customer Name:** TOWN OF AMHERST

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
LandPro Equipment LLC
7615 Lewiston Road
Oakfield, NY 14125
585-948-5261
mailoakfield@landproequip.com

JOHN DEERE Z950R ZTrak

Hours:
Stock Number:
Contract: NY State Landscaping Grounds PC68131 (PG XN CG 22)
Price Effective Date: April 23, 2021

Suggested List *
$ 15,389.00
Selling Price *
$ 11,849.53

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2194TC	Z950R ZTrak	2	$ 14,759.00	23.00	$ 3,394.57	$ 11,364.43	$ 22,728.86
	Standard Options - Per Unit						
001A	United States/Canada	2	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	2	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1524	60 In. Rear Discharge Mower Deck	2	$ 630.00	23.00	$ 144.90	$ 485.10	$ 970.20
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	2	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 630.00**		**$ 144.90**	**$ 485.10**	**$ 970.20**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 15,389.00**		**$ 3,539.47**	**$ 11,849.53**	**$ 23,699.06**

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

John Deere Z950R

ZTrak Z900 R Series Z950R

OVERVIEW:

- 7-Iron™ PRO Mowing Deck
- Mulch On Demand™ Available
- Propane Option Available
- Cross-porting hydraulic transmission

Share This Product:

Features

- Powerful 27-hp (20.1-kW) commercial-grade engine delivers class-leading performance and efficiency
- Extra durability and mowing performance from 7-Iron™ PRO Side-Discharge decks pressed from a single piece of steel
- Available Mulch On Demand™ deck
- Great productivity and lawn appearance with a Fastback™ PRO rear-discharge mower deck
- Two seat choices with ComfortGlide™ fore/aft suspension offer exceptional operator comfort

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

- Standard comfort and convenience allows for easy deck height adjustment and power take-off (PTO) shutoff
- Three-year, bumper-to-bumper warranty
- Heavy-duty frame provides strength and durability
- Durable, hydrostatic drivetrain including cross porting delivers better cooling and provides easy access
- Michelin® X® Tweel® Turf airless radial tire technology for ZTrak™ Mowers eliminates downtime and reduces cost of operation
- Mower is easy to service with many accessible components
- Extra reliability and long life with cast-iron blade spindle housings
- Protective zone around the operator is provided by the rollover protective structure (ROPS)
- Field-installed propane conversion kits for Commercial Walk-Behind Mowers, QuikTrak™ Mowers, and Commercial ZTrak™ Mowers

Specifications

Key Specs

Engine Manufacturer/model	FX850V
Engine Power	Gross at 3,600 rpm: 27 hp 20.1 kW
Fuel tank capacity	11.5 U.S. gal. 43.5 L
Mower deck Size	60, 72 in. 152, 183 cm
Blade tip speed	Approximately 18,000 fpm 5,486 m/min
Transmission	Hydrostatic
Speed range	0-12 mph 0-19.3 km/h
Drive wheels	24x12-12
Caster wheels	13x6.5-6
Warranty	36 months or 1500 hours, whichever comes first First 24 months, no hour limitation

Engine

Manufacturer/Model	FX850V
Power	Gross at 3,600 rpm, 27 hp 20.1 kW
Displacement	52 cu in. 852 cc
Cylinders	Two

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

Crankcase capacity	With filter, 2 U.S. qt 1.9 L
Oil filter	Full flow, replaceable
Lubrication	Full pressure
Cooling	Air
Air cleaner	Pre-cleaner Yes Heavy-duty canister type with safety element

Fuel system

Fuel type	Gasoline
Fuel consumption	Under normal conditions, load, operation, and dependent on loads and operating conditions 1.1-1.9 U.S. gal./hr 4.2-7.2 L/hr
Fuel tank capacity	11.5 U.S. gal. 43.5 L
Fuel tank switch/shut-off valve	Yes

Electrical system

Charge system	20 amp
Battery voltage	12 V
Cold cranking amp	300 amp
Hour meter	Standard, digital
Operator presence starting system	Brake-N-Go (foot)

Drivetrain

Transmission	Hydrostatic
Hydraulic pumps	
Wheel motors	Tuff Torq heavy-duty integrated piston wheel motor
Travel speed	Speed range 0-12 mph 19.3 km/h Forward 0-12 mph 19.3 km/h Reverse 0-4.5 mph 0-7.2 km/h

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

Speed and direction control	Twin levers
Hydraulic capacity	5.9 U.S. qt 5.6 L
Hydraulic oil cooler	
Filter	Internal, replaceable

Buyer's note

Warranty	36 months or 1500 hours, whichever comes first First 24 months, no hour limitation

Tires

Drive wheels	24x12-12
Rear tires	
Load rating	4 PR

Brakes

Dynamic braking	Twin levers
Park brake	Internal wet disk integrated in the transmission
Park brake actuation	Foot brake

PTO

Type	Electro-magnetic, 225 lb-ft 305 Nm
Drive	V-belt

Mower decks

Size	60, 72 in. 152, 183
Deck construction	7-Iron PRO, one-piece stamped steel with reinforcements
Deck thickness	7 gauge 0.18 in. 4.6 mm
Discharge	Side, Mulch On Demand™ system
Height-of-cut range	Increments 0.25 in. 0.64 cm 1-5.5 in. 2.54-14 cm

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

Cutting width	60, 72 in. 152, 183 cm

Blades

Length	Varies by deck size
Thickness	0.25 in. 0.64 cm
Blade tip speed	Approximately 18,000 fpm 5,486 m/min
Number	Three

Wheels

Caster wheel type	Flat free
Caster wheels	13x6.5-6
Front anti-scalp rollers	RH, center, LH
Rear anti-scalp rollers	Optional

Dimensions

Length	84 in. 213 cm
Width	With chute down, 74, 86 in. 188, 218 cm
Height	With ROPS up, 73 in. 185 cm With ROPS down, 47 in. 119 cm
Weight	1,292 to 1,340 lb 586 to 608 kg

Buy Online

Apply Online

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

Addendum to Contract VENDOR NOT ON 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.

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

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:

LANDPRO EQUIPMENT
Print Name of Company

By: _____
Signature

Thomas Klapper
Printed name

Date: 5/7/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/1

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 257-850-8 LANDPRO EQUIPMENT LLC 1756 LINDQUIST DR FALCONER, NY 14733-9710	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED SERVICE INSURANCE COMPANY — 28304 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 237 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	6121003	01/30/2021	01/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	6121003	01/30/2021	01/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION	N	N	6121006	01/30/2021	01/30/2022	EACH OCCURRENCE AGGREGATE	$20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

257-850-8 237 0
TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY 14221-5488

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

Michael G Kerr

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

AGENCY CUSTOMER ID: 257-850-8
LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY	LANDPRO EQUIPMENT LLC 1756 LINDQUIST DR FALCONER, NY 14733-9710
POLICY NUMBER SEE CERTIFICATE # 237.0	
CARRIER: SEE CERTIFICATE # 237.0 — NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 237.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

ACORD 101 (2008/01)
© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New Yo provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). T list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility unde Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seek to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must cer at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibi entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informati 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 t investment which is in violation of the Act within 90 days after the determination of such violation, th the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeki 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 ent that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue responsibility review with respect to any entity that is awarded a Contract/Lease and appears on t prohibited entities list after Contract/Lease award.

Company Name: LandPro Equipment

Signature: Thomas Klapper

Print Name: Thomas Klapper

Title: Manager

Date: 5/7/21

Sworn To Before Me This

7th Day of May, 2021

Elaine M Klapper

Notary Public

ELAINE M. KLAPPER
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires May 31, 2023

Revised 4.2017

Attachment: LANDPRO (RES-2021-493 : Authorize the Purchase of Two (2) John Deere Z950r Ztrak Mower)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23305 **RESOLUTION 2021-494** **ADOPTED**

Authorization to Purchase One (1) Mack Granite HD Truck 2022 with Snow Plow CRS # 2623

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of one (1) Mack Granite HD truck, model 64FR, 2022 with snow plow and accessories for the Highway Department for a cost of $222,236.70 from Beam Mack Sales Service Inc., 6260 E. Molloy Road, E Syracuse, NY 13057.

The pricing is based upon Onondaga County Pricing Agreement, Bid Reference #8996 for the period June 24, 2018 through June 23, 2023.

Funding is available to pay for this purchase order under 2021 Equipment CIP Bond H-3 Project KP 2118-2600 for $222,236.70.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to sign the contract above. This purchase is subject to the Contract Routing System (CRS#2623) and the approval of the Town Attorney.

6/07/2021
Consent

FINANCIAL IMPACT:

KP 2118 - 2600

$222,236.70

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

Beam Mack Sales Service, Inc.

6260 E Molloy Rd.

E Syracuse, NY 13057

ONONDAGA COUNTY HEAVY TRUCK CLASS 8 STATEWIDE CONTRACT

8996

GRANITE 64 FR PRICE SHEET ONONDAGA

CUSTOMER: TOWN OF AMHERST

CHASSIS QUOTED: Granite 64FR

	CHASSIS BASE PRICE	CHASSIS OPTIONS	TOTAL
MACK GRANITE. 2022 Model Year	$168,110.00		
DISCOUNT FROM LIST	$47,070.80		
CHASSIS PRICE less DISCOUNT	**$121,039.20**		
OPTIONS LIST PRICE TSP		$30,992.00	
OPTIONS DISCOUNT FROM LIST PRICE		$9,297.60	
OPTION PRICE less DISCOUNT		**$21,694.40**	
CHASSIS PRICE WITH CONTRACT OPTIONS AND DISCOUNT =			**$142,733.60**
Net Contract items: Carwell 10 Year Rustproofing			$1,750.00
TOTAL WITH NON CONTRACT OPTIONS =			**$144,483.60**
DELIVERY CHARGE FROM CHART			$160.00
TOTAL PRICE FOR CHASSIS WITH ALL OPTIONS DELIVERED			**$144,643.60**
LIST PRICE FOR BODY & Equipment			$130,105.00
CONTRACT DISCOUNT 30%			$39,031.50
TOTAL PRICE FOR BODY & Equipment :			$91,073.50
Municipal Discount			-13480.4

TOTAL PRICE FOR COMPLETE TRUCK: **$222,236.70**

Sincerely; Guy Klass

Attachment: DOC052621-052621081741 (RES-2021-494 : Authorization to Purchase One (1) Mack Granite Hd Truck 2022 with Snow Plow Crs

Cives Corporation, dba
Viking Cives (USA)
14331 Mill Street
Harrisville, NY 13648
Phone: (716) 622-7071
Fax: (716) 568-8426
www.vikingcives.com

QUOTATION

Quote ID: 604

Onondaga Co
Contract 2

BEAM MACK, Buffalo

Customer: TOWN OF AMHERST HIGHWAY
Contact:
Address: 1042 NORTH FOREST RD
WILLIAMSVILLE NY 14221

Phone: 716-631-5990 EXT. 2
Fax:
Attn:

Quote Number: 604Rev#2
Quote Date: 2/05/2020
Quote valid until: 6/30/2020
For: Town of Amherst Tandem Plow Truc
Terms: Net 30 days
Salesperson: RICH WAINWRIGHT
FOB: Destination

QUANTITY	DESCRIPTION	UNIT PRICE	AM(T
1	HITCH FOR FACTORY MOUNTS Hitches with mtg. bolts & nuts, pins (P10)		
1	S10500F - Custom Hitch Plow & Wing Mount-Power Tilt (incl. yoke)		
1	S12000 - No Pump Bracket		
1	S13010 - Push Center, 30-1/2"		
1	S14001 - LIFT GROUP - THREE GRAB		
1	S15002F - Hose Connecting Bracket w/stainless steel fittings and disconnects (no restrictor) (std.)		
1	S15101F - Quick Disconnects for Lift Cylinder, stainless steel		
1	HYDRAULICS FOR FACTORY MOUNTS		
1	S20124F - Parker P20 Tandum Pump w/Chelsea Transmission PTO - hot shift (28 gpm)		
1	S22000F - 35 Gallon Frame Mount Valve Enclosure / Oil Reservoir Combo		
1	S22110 - Hydraulic Oil Line Shut Off (1-1/4" Standard) (each)		
1	S22120 - Return Line Manifold		
1	S23160 - Seven Spool Valve		
1	S24210F - Cab Control, Two Handle Floor Mount- air operated		
1	S24250F - Cab Control, Five Handle Pedestal Mount-air operated		
1	S24280F - For units with Two Air Cab Controls		
1	S26430SF - Hose Kit - Full Mount with SS tubing under truck		
1	SPREADER CONTROL SYSTEM		
1	Custom Behind Cab Mounted Liquid Tank – Veriteck, electric pump and plumbing		
1	S25017F - Controller Plumbed to Rear of Truck Chassis with stainless steel lines		
1	SFORCEF - 5100EX, Pre Wet Controller		
1	FRONT MAST FOR FACTORY MOUNTS		
1	S30700F - FH33 Hydraulic Assembly w/mtg. brk't (3 x 33 cyl.)		
1	S33300F - Full Trip Hinge (not to be used with trip edge wing)		
1	S34001F - Quick Disconnects for Front Wing Cylinder, stainless steel (1 per front mast)		
1	REAR MAST FOR FACTORY MOUNTS		

Attachment: DOC052621-052621081741 (RES-2021-494 : Authorization to Purchase One (1) Mack Granite Hd Truck 2022 with Snow Plow Crs

Cives Corporation, dba
Viking Cives (USA)
14331 Mill Street
Harrisville, NY 13648
Phone: (716) 622-7071
Fax: (716) 568-8426
www.vikingcives.com

QUOTATION

Quote ID: 604

Onondaga Co
Contract 2

QUANTITY	DESCRIPTION	UNIT PRICE	AM T
1	HC109650 (RH) Rear Mast Assembly		
1	S40380 - Polymer Cylinder Box Cover		
1	S40390 - Polymer Valve Box Cover		
1	REVERSIBLE PLOW, HEAVY DUTY FULL TRIP 25 DEGREE		
1	S52010 - R1136FE Moldboard		
1	S52340 - Worm Gear Power Reverse Pushframe (PRWG)		
1	S52370 - Trip Spring Arm for Straight Reversibles and OW2852FE (except 1248FE) (pair)		
1	S52410 - 30-1/2" pushlug swivel		
1	S52530 - Two Chain Lift		
1	S52710 - Rubber Deflector Option 12" wide - for 11' Moldboard		
1	S52785 - Plow Markers for reversible moldboards, flexible fluorescent orange, 28" high		
1	WING		
1	S60040 - 144WHD RH WING WELDMENT		
1	S60241 - Suburban/Rural Area Wing Modification (shorten top of moldboard) for 144 WHD		
1	S61071 - Full Trip HD Arms (cushion spring lower)		
1	ACCESSORIES		
1	S70100F - Wing or Auxiliary Light (Truck Lite)		
1	S70110F - Sander Light (Truck Lite)		
1	S70122F - Stop/Tail/Turn Lights - back of body (pair)		
1	S70123F - Back Up Lights - back of body (pair)		
1	S70124F - Standard LED Amber Flashing Lights - back of body (pair)		
1	S70002F - Plow Lights LED (Truck Lite) (for use with reversible plows)		
1	S70135F - Pintle Hook (25 ton) and Plate		
1	S70360F - 7 Way Trailer Plug – on chassis		
1	S70304F - Mud Flaps, rear rubber (std. with dump body)		
1	S70338F - Shovel Holder for Dump Body		
1	S70376F - Mud Flaps, front rubber (std. with dump body)		
1	Viking SS Side Dump 86" Inside Width, 98" Outside STAINLESS Steel Construction 1/4" Hardox 450 Tipper Floor 25:1 Wormgear Gearbox Double Acting Tailgate Solid Curb Sidewall Ladder Front Left Bar Flights Every 2nd Link SS Tipper Hinge & Pin Remote Grease		

Attachment: DOC052621-052620210817741 (RES-2021-494 : Authorization to Purchase One (1) Mack Granite Hd Truck 2022 with Snow Plow Crs

Cives Corporation, dba
Viking Cives (USA)
14331 Mill Street
Harrisville, NY 13648
Phone: (716) 622-7071
Fax: (716) 568-8426
www.vikingcives.com

QUOTATION

Quote ID: 604

Onondaga Cou
Contract 2(

QUANTITY	DESCRIPTION	UNIT PRICE	AMO T
1	ON10003 - PL1415SD(12.4/15.5) 40" Side Height with 55" Tailgate height		
1	ON10007 - Asphalt Apron		
1	TARP SYSTEM		
1	ON71308F - Dual Arm Electric Tarp System		
1	GS71312 - Asphalt Tarps (7 ft. wide) 18 ft. long		
1	CAMERA		
1	Camera SYS-323-1-4		
1	Heavy Duty Mount		
1	FACTORY INTALLATION		
1	S79010F - Factory Install - Full Mount		
1	S79100F - Factory Install - Plow Lights		
1	S79110F - Factory Install - Wing Lights or Driving Lights or TT Light Stanchion		
1	S79115F - Factory Install - Sander Light or SpotLight		
1	S79190F - Factory Install - Electric Spreader Control (piped to rear of truck frame)		
1	S79220F - Factory Install - Dump Body - Combination Style (Bi-directional)		
1	S79221F - Factory Install - Liquid Spray System or Prewet		
1	S79310F - Factory Install - Tarp System, semi-automatic or electric		

Quote Total:	**$130,1(**
30% **Discount:**	**($39,03**
Total Cost For Equipment:	**$91,07**
Charges	
Total Due	**$91,07**

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOU

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all

Attachment: DOC052621-052621081741 (RES-2021-494 : Authorization to Purchase One (1) Mack Granite Hd Truck 2022 with Snow Plow Crs

Cives Corporation, dba
Viking Cives (USA)
14331 Mill Street
Harrisville, NY 13648
Phone: (716) 622-7071
Fax: (716) 568-8426
www.vikingcives.com

QUOTATION

Quote ID: 604

Onondaga Co
Contract 2

other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by Seller before final acceptance.

- Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in exces ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are mode to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.
- Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those state herein which may appear on Purchaser's formal order will not be binding on the Seller.
- Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.

Attachment: DOC052621-052621081741 (RES-2021-494 : Authorization to Purchase One (1) Mack Granite Hd Truck 2022 with Snow Plow Crs

Notice

[Closed Bid]

Solicitation Number	rfb-8996
Title	Furnish Class 8 Cab-Chassis Type W/Dump Bodies, Snow Plows, and Various Body

Basic Information

Reference Number	0000192073
Issuing Organization	Onondaga County
Owner Organization	Various
Solicitation Type	RFB - Request for Bid (Formal)
Solicitation Number	rfb-8996
Title	Furnish Class 8 Cab-Chassis Type W/Dump Bodies, Snow Plows, and Various Body
Source ID	PU.AG.USA.1055.C3882151
Piggyback Solicitation	No

Details

Location	Onondaga County, New York
Delivery Point	As Specified
Purchase Type	Term: 06/24/2018 12:00 AM EDT - 06/23/2023 12:00 AM EDT

Dates

Publication	05/24/2018 10:32 AM EDT
Questions are submitted online	No
Closing Date	06/07/2018 02:00 PM EDT

Contact Information

Cory Larrabee
315-435-5063
corylarrabee@ongov.net

Description	Furnish Class 8 Cab-Chassis Type W/Dump Bodies, Snow Plows, and Various Body

Bid Submission Process

Bid Submission Type	Physical Bid Submission

Attachment: DOC052621-052620210817 41 (RES-2021-494 : Authorization to Purchase One (1) Mack Granite Hd Truck 2022 with Snow Plow Crs

Categories

Selected Categories

NIGP Category (1)

065 **AUTOMOTIVE AND TRAILER BODIES, BODY ACCESSORIES, AND PARTS**

06530 **Dump Bodies, Hoist Subframes, etc.**
Dump Bodies, Hoist Subframes, etc.

This copy of the NIGP Code is the property of the National Institute of Governmental Purchasing, Inc. (NIGP), is displayed and used by BidNet under license from Periscope Holdings, Inc. (the authorized sub-licensor of NIGP), and is protected under the copyright laws of the United States. It may not b copied or used (in whole or part) by any party unless such party is authorized to do so under the terms of a written license agreement entered into with NIGP or its authorized sub-licensors expressly authorizing such party to use the NIGP Code. Unauthorized copying or use is prohibited. Dated: Januar 2016

Attachment: DOC052621-05262021081741 (RES-2021-494 : Authorization to Purchase One (1) Mack Granite Hd Truck 2022 with Snow Plow Crs

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
Tracey Road Equipment, Inc	JIM EBER	11/04/2020 02:12 PM EST	EAST SYRACUSE	New York
Orange County DPW	John Lambertson	11/15/2019 09:29 AM EST	Goshen	New York
City of Auburn	Theresa Adams	10/09/2019 10:35 AM EDT	Auburn	New York
Town of Brighton Highway Dept	Tim Anderson	08/07/2019 03:35 PM EDT	Rochester	New York
Cayuga County	Christopher Palermo	04/29/2019 11:58 AM EDT	Auburn	New York
Broome County	Amanda Suer	04/16/2019 10:35 AM EDT	Binghamton	New York
Emergency Vehicle Response	Tom Shand	01/15/2019 03:13 PM EST	Otisville	New York
Suffolk County	Jeanette Hickey	01/09/2019 08:38 AM EST	Yaphank	New York
Albany Truck Sales	Grady Byrnes	06/04/2018 03:22 PM EDT	Albany	New York
Burr Truck & Trailer Sales, Inc.	Charles Burr	06/01/2018 11:27 AM EDT	Vestal	New York
Cives Corp. dba Viking Cives USA	Cory Bearor	06/01/2018 08:32 AM EDT	Harrisville	New York
Campbell Supply Co. LLC.	JoAnn Pryslak	05/31/2018 09:24 AM EDT	Monroe	New Jersey
Fleet Maintenance Inc.	Deborah Gawron	05/31/2018 09:00 AM EDT	West Seneca	New York
Whittaker Brothers	Roland Whittaker	05/29/2018 10:04 AM EDT	New York	New York
M-B Companies, Inc.	Bill Hecker	05/25/2018 08:19 AM EDT	Chilton	Wisconsin
DIEHL & SONS INC.	Douglas Austin	05/24/2018 02:22 PM EDT	RICHMOND HILL	New York
DELUXE INTERNATIONAL TRUCKS INC.	ROBERT PEPE	05/24/2018 12:55 PM EDT	HACKENSACK	New Jersey
Better Decals Enterprises	John Bravotech	05/24/2018 11:23 AM EDT	Miami	Florida
Tenco usa	peter matzke	05/24/2018 11:21 AM EDT	fairport	New York
Air-Flo Mfg. Co, Inc	Tammi Northrop	05/24/2018 10:47 AM EDT	Elmira Heights	New York
Trius, Inc.	Gary Cervelli	05/24/2018 10:38 AM EDT	Bohemia	New York

Attachment: DOC052621-052620210817 41 (RES-2021-494 : Authorization to Purchase One (1) Mack Granite Hd Truck 2022 with Snow Plow Crs

Please note that solicitations issued prior to October 29, 2016 can be found here: http://legacy.empirestatebidsystem.com

Attachment: DOC052621-052620210817 41 (RES-2021-494 : Authorization to Purchase One (1) Mack Granite Hd Truck 2022 with Snow Plow Crs

COUNTY OF ONONDAGA
DIVISION OF PURCHASE
COMPUTATION OF BIDS

Opened: 6/7/2018
Reference No.: 8996
Department: VARIOUS

ITEM No.	QTY	DESCRIPTION	BID SECURITY	No:	TRACEY ROAD 1	MOHAWK VALLEY 2	NAVISTAR 3	UTICA GENERAL TRUCK 4	HUNTER BUFFALO PETERBILT 5	KENWORTH 6
		FURNISH TRUCKS (HEAVY DUTY CLASS 8) CAB-CHASSIS TYPE W DUMP BODIES, SNOW PLOWS AND ASSOCIATED OPTIONS/ACCESSORIES:								
1		TOTAL PRICE FOR NAVISTAR INTERNATIONAL VEHICLES:			NB	NB	$ 181,327.00	NB	NB	NB
2		TOTAL PRICE FOR WESTERN STAR VEHICLES:			$ 511,111.00	NB	NB	NB	NB	NB
3		TOTAL PRICE FOR FREIGHTLINER VEHCILES:			$ 454,663.00	$ 491,395.15	NB	NB	NB	NB
4		TOTAL PRICE FOR MACK VEHICLES:			NB	NB	NB	NB	NB	NB
5		TOTAL PRICE FOR VOLVO VEHICLES:			NB	NB	NB	NB	NB	NB
6		TOTAL PRICE FOR KENWORTH VEHICLES:			NB	NB	NB	NB	NB	$ 769,743.90 SEE NOTE
7		TOTAL PRICE FOR PETERBILT VEHICLES:			NB	NB	NB	$ 843,473.00	$ 880,090.14	NB

Attachment: DOC052621-05262021081741 (RES-2021-494 : Authorization to Purchase One (1) Mack Granite Hd Truck 2022 with Snow Plow Crs

COUNTY OF ONONDAGA
DIVISION OF PURCHASE
COMPUTATION OF BIDS

Opened: 6/7/2018
Reference No.: 8996
Department: VARIOUS

ITEM No.	QTY	DESCRIPTION	BID SECURITY	BEAM MACK	LONG ISLAND FREIGHTLINER	FLEET MAINTENANCE			
			No:	7	8	9			
		FURNISH TRUCKS (HEAVY DUTY CLASS 8) CAB-CHASSIS TYPE W DUMP BODIES, SNOW PLOWS AND ASSOCIATED OPTIONS/ACCESSORIES:							
1		TOTAL PRICE FOR NAVISTAR INTERNATIONAL VEHICLES:		NB	NB	NB			
2		TOTAL PRICE FOR WESTERN STAR VEHICLES:		NB	NB	$ 538,628.84			
3		TOTAL PRICE FOR FREIGHTLINER VEHCILES:		NB	$ 480,662.00	$ 489,789.00			
4		TOTAL PRICE FOR MACK VEHICLES:		$ 1,645,554.20	NB	NB			
5		TOTAL PRICE FOR VOLVO VEHICLES:		$ 411,531.72	NB	NB			
6		TOTAL PRICE FOR KENWORTH VEHICLES:		NB	NB	NB			
7		TOTAL PRICE FOR PETERBILT VEHICLES:		NB	NB	NB			

Attachment: DOC052621-05262021081741 (RES-2021-494 : Authorization to Purchase One (1) Mack Granite Hd Truck 2022 with Snow Plow Crs

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 23316 **RESOLUTION 2021-495** **ADOPTED**

Contract - Infoquest Computer Solutions, Inc., CRS#2677

Please authorize the Town Supervisor to sign the contract between the Town of Amherst Highway Department and Infoquest Computer Solutions, Inc. The contract is for forty (40) hours of Access Software support and customization for the database for the Highway Resource Information System, Highway Trak.

The total is 40 hours times $105.00 per hour for a total of $4,200.00 with no expiration date.

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#2677) and the approval of the Town Attorney.

Thank you for your consideration.

6/07/2021
Consent

FINANCIAL IMPACT:

A5010-4090 $1600.00

B8560-4090 $600.00

C3621-4090 $500.00

D5112-4090 $500.00

H8000-4090 $1000.00

TOTAL= $4,200.00

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

INFOQUEST COMPUTER SOLUTIONS, INC.
PROPOSAL PREPARED FOR
MR. PATRICK LUCEY JR.
TOWN OF AMHERST HIGHWAY DEPARTMENT
MAY 25, 2021

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	MS ACCESS Software Development Contract	$4,200	$4,200

- Forty (40) hours of custom database development
- Development activities include ongoing updates to Highway Information System
- Town of Amherst continues to maintain ownership of all custom developed software
- Highway department will receive priority response to any and all database issues
- Software services include comprehensive development activities related to entire Highway database interface

DEVELOPMENT SUMMARY:

*	Custom updates to all Highway database modules	*	Continued best practices for all development activities
*	Address any and all enhancements/updates to Highway interface	*	Comprehensive verification of all application updates
*	Maintain entire MySQL infrastructure related to all Highway data	*	Implement Microsoft compliant database conventions
*	Address any structural changes for proper handling with MySQL	*	On-site staff training
*	Apply necessary front-end VBA changes for data handling with MySQL	*	Project Meetings
*	Continue to extend Highway Track functionality where applicable	*	Develop selected application assist procedures
*	Expand feature set within Parts Room module	*	Direct on-line support for quick updates if required
*	Provide ad-hoc and year-end data transfer/archive services	*	Technical software overview

6633 Main Street - Suite 7 - Williamsville, New York 14221
Phone: 716-308-4760
infoquestcomputer@msn.com

Town of Amherst Representative: _____

Date: _____

Infoquest Representative: Steve Fisher

Steve Fisher

Date: 05/25/21

Attachment: DOC060121-06012021074201 (RES-2021-495 : Contract - Infoquest Computer Solutions, Inc., CRS#2677)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under th Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Thi list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will no utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seekin to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certif at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibite entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informatio that a person is in violation of the above-referenced certification, the Town will offer the person a 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, ther the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seekin 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: Infoquest Computer Solutions, Inc

Signature: Steve Fisher

Print Name: Steve Fisher

Title: President

Date: 05/25/21

ELENA L. KUEKER
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01KU6384529
My Commission Expires 12/10/2022

Sworn To Before Me This
25th Day of May, 2021
Elena L. Kueker
Notary Public

Revised 4.2017

Attachment: DOC060121-06012021074201 (RES-2021-495 : Contract - Infoquest Computer Solutions, Inc., CRS#2677)

Addendum to Contract VENDOR NOT ON 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.

Attachment: DOC060121-06012021074201 (RES-2021-495 : Contract - Infoquest Computer Solutions, Inc., CRS#2677)

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:

Infoquest Computer Solutions, Inc.
Print Name of Company

By: Steve Fisher
Signature

Steve Fisher
Printed name

Date: 05/25/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC060121-06012021074201 (RES-2021-495 : Contract - Infoquest Computer Solutions, Inc., CRS#2677)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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
USI INSURANCE SERVICES LLC/PHS
01215796
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730
FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURED
INFOQUEST COMPUTER SOLUTIONS INC.
6633 MAIN ST STE 7
WILLIAMSVILLE NY 14221-5965

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A :	Hartford Fire Insurance Company	19682
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		01 SBA AI9071	07/08/2020	07/08/2021	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
A	AUTOMOBILE LIABILITY ANY AUTO [X] ALL OWNED AUTOS [X] HIRED AUTOS [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS			01 SBA AI9071	07/08/2020	07/08/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER
Town of Amherst
5583 Main Street
Williamsville, NY 14221-5488
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
Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: DOC060121-06012021074201 (RES-2021-495 : Contract - Infoquest Computer Solutions, Inc., CRS#2677)

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or Disability and Paid Family Leave Benefits Insurance Coverage

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address):	Business Applying For: Contract with Government Agency
Infoquest Computer Solutions, Inc. **6633 Main St Ste 7** **Williamsville, NY 14221-5965** **PHONE: 716-308-4760 FEIN: XXXXX5142**	**From: Town of Amherst**

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is a one person owned corporation, with that individual owning all of the stock and holding all offices of the corporation. Other than the corporate owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, other stockholders, unpaid volunteers (including family members) or subcontractors.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business MUST be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and ow at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law

I, Steven Fisher, am the President with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, th have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm th I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approv by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature:	Date:

Exemption Certificate Number
2020-060006

Received
October 29, 2020
NYS Workers' Compensation Board

Attachment: DOC060121-06012021074201 (RES-2021-495 : Contract - Infoquest Computer Solutions, Inc., CRS#2677)

INFOQUEST
COMPUTER SOLUTIONS

To whom it may concern:

I am the sole owner of Infoquest Computer Solutions, Inc. and the only employee

Infoquest is located at 6633 Main Street, Suite 7, Williamsville, NY 14221.

Steven Fisher

Steven Fisher, Owner

05/25/21

Date

Attachment: DOC060121-06012021074201 (RES-2021-495 : Contract - Infoquest Computer Solutions, Inc., CRS#2677)

6633 Main Street · Suite 7, Williamsville, New York 14221
716 · 633 · 9898 · e-mail: infoquestcomputer@msn.com

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23328 **RESOLUTION 2021-496** **ADOPTED**

Police Captain/Police Department

Please appoint a Police Captain to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 8, 2021 at an annual salary of $109,093 for Tracy Martin.

This is a promotion for a Police Lieutenant.
Replacing an employee who retired.

6/07/2021
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: 06/07/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23318 **RESOLUTION 2021-497** **ADOPTED**

Network Manager/Office of Information Technology

Please create and appoint a Network Manager to the Office of Information Technology Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 8, 2021, at an annual salary of $ 72,514, Grade 18, Step E for Michael Peller.

This is a promotion for an employee currently serving as an Information Systems Analyst.

6/07/2021
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: 06/07/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23335 **RESOLUTION 2021-498** **ADOPTED**

Emergency Services & Safety Coordinator/Emergency Services

Please appoint an Emergency Services and Safety Coordinator to the Emergency Services Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 21, 2021, at an annual salary of $60,490, Grade 14, Step E for Brandon Peters.

Contingent upon completing all pre-employment requirements.

Replacing an employee who transferred to another department.

6/07/2021
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: 06/07/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23319 **RESOLUTION 2021-499** **WITHDRAWN**

Senior Fire Inspector/Building Department

Please appoint a Senior Fire Inspector to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 8, 2021 at an annual salary of $72,514, Grade 17, Step F.

This is a promotion for an employee who is currently serving as a Fire Inspector.

RESULT:	**WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23342 **RESOLUTION 2021-500** **ADOPTED**

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective June 8, 2021, at an hourly rate of $16.68 ph, Step A for Sean Whitehead.

Contingent upon completing all pre-employment requirements.

This appointment is a promotion for an employee currently serving as a Laborer - PT.

6/07/2021
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: 06/07/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23336 **RESOLUTION 2021-501** **ADOPTED**

Hourly Pay Rate Adjustment for Part Time Police Public Safety Dispatchers

BE IT RESOLVED that the hourly pay rates for part time Police Public Safety Dispatchers be adjusted as follows effective June 12, 2021:

Complaint Writer:
$17.50 (no emergency dispatch experience)

Public Safety Dispatcher:
Step 1 - $19.50 (prior dispatch experience or one full year as a Complaint Writer)
Step 2 - $21.50 (when fully trained in dispatch)

6/07/2021
Consent

FINANCIAL IMPACT:

TBD

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: 06/07/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 23340 **RESOLUTION 2021-502** **ADOPTED**

Sidewalk Waiver Request – SWW-2021-02; Property Located at 39 Wayne Avenue (SBL# 40.06-7-25.112). Erin Thomas, Petitioner

The subject request has been reviewed by the Planning and Engineering Departments and will be placed on the June 7, 2021 Town Board agenda under the Planning Director's report for decision by the Board. Attached find the reviews from both departments which give their recommendations.

6/07/2021
Consent

FINANCIAL IMPACT:

none

RESULT:	**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

Agenda of June 7, 2021

MEMORANDUM June 2, 2021

TO: Francina J. Spoth, Town Clerk
Honorable Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: Sidewalk Waiver Request – **SWW-2021-02**; property located at **39 Wayne Avenue** (SBL# 40.06-7-25.112). Erin Thomas, Petitioner.

The subject request has been reviewed by the Planning and Engineering Departments and **will be placed on the June 7, 2021 Town Board agenda under the Planning Director's report** for decision by the Board. Attached find the reviews from both departments which give their recommendations.

Should you have any questions please contact Roberta Rappoccio, Associate Planner, at 631-7051.

Thank you.

DH/RR/ac
Att. Engineering & Planning Department Reviews
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2021\SWW-2021-02\SWW-2021-0_Req. for TB Agenda_060721.doc
cc: Ellen M. Kost, Assistant Planning Director
Stanley Sliwa, Town Attorney
Building Department
Chris Schregel, Engineering Department
Erin Thomas, 39 Wayne Ave., Amherst, NY 14228

Attachment: SWW-2021-02, 39 Wayne Ave. (RES-2021-502 : Sww-2021-02)

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 **May 11, 2021**

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, Roberta Rappoccio, Associate Planner

SUBJECT: Sidewalk Waiver Request; property located at **39 Wayne Avenue (SBL # 40.06-7-25.112).** Erin Thomas, Petitioner.
SWW-2021-02

The subject property is located on the east side of Wayne Avenue, approximately 150± feet north to Irwin Drive and another 610± linear feet west to Niagara Falls Boulevard. Wayne Avenue is classified as a local roadway as designated in the Town of Amherst Bicentennial Comprehensive Plan.

The area is a mix of single family homes and general industrial and commercial services uses which is consistent with the Town of Amherst Comprehensive Plan. The subject lot is an independent parcel of land, not part of a subdivision, with approximately 130± feet of frontage.

There are currently no sidewalks along the entire north and south sides of Wayne Avenue. The roadway has no upright curbs, minimal shoulder areas, open drainage and has rural characteristics. There are currently no plans for improvement to the roadway by the Town.

Based upon the above, it is this Department's recommendation that the subject request be granted with the stipulation that sidewalks be installed at the owner's expense at such future time they may be deemed necessary by the Town Board.

RR/
Att:
X:\Current_Planning\Files\Sidewalk Waivers\Forms\PD Review.doc

Attachment: SWW-2021-02, 39 Wayne Ave. (RES-2021-502 : Sww-2021-02)

TOWN OF AMHERST
ENGINEERING DEPARTMENT
ERIE COUNTY – NEW YORK
JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

RECEIVED
MAY 06 2021
TOWN OF AMHERST
PLANNING DEPT.

May 4, 2021

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Principal Engineer Assistant

SUBJECT: Sidewalk Waiver Request, SWW-2021-02

LOCATION: 39 Wayne Avenue

PETITIONER: Erin Thomas

Recommendation:
The Engineering Department recommends that this sidewalk waiver request be **Denied.**

Reason:
There are no physical obstructions that prevent the installation of a 4 foot wide sidewalk and there is sufficient right-of-way.

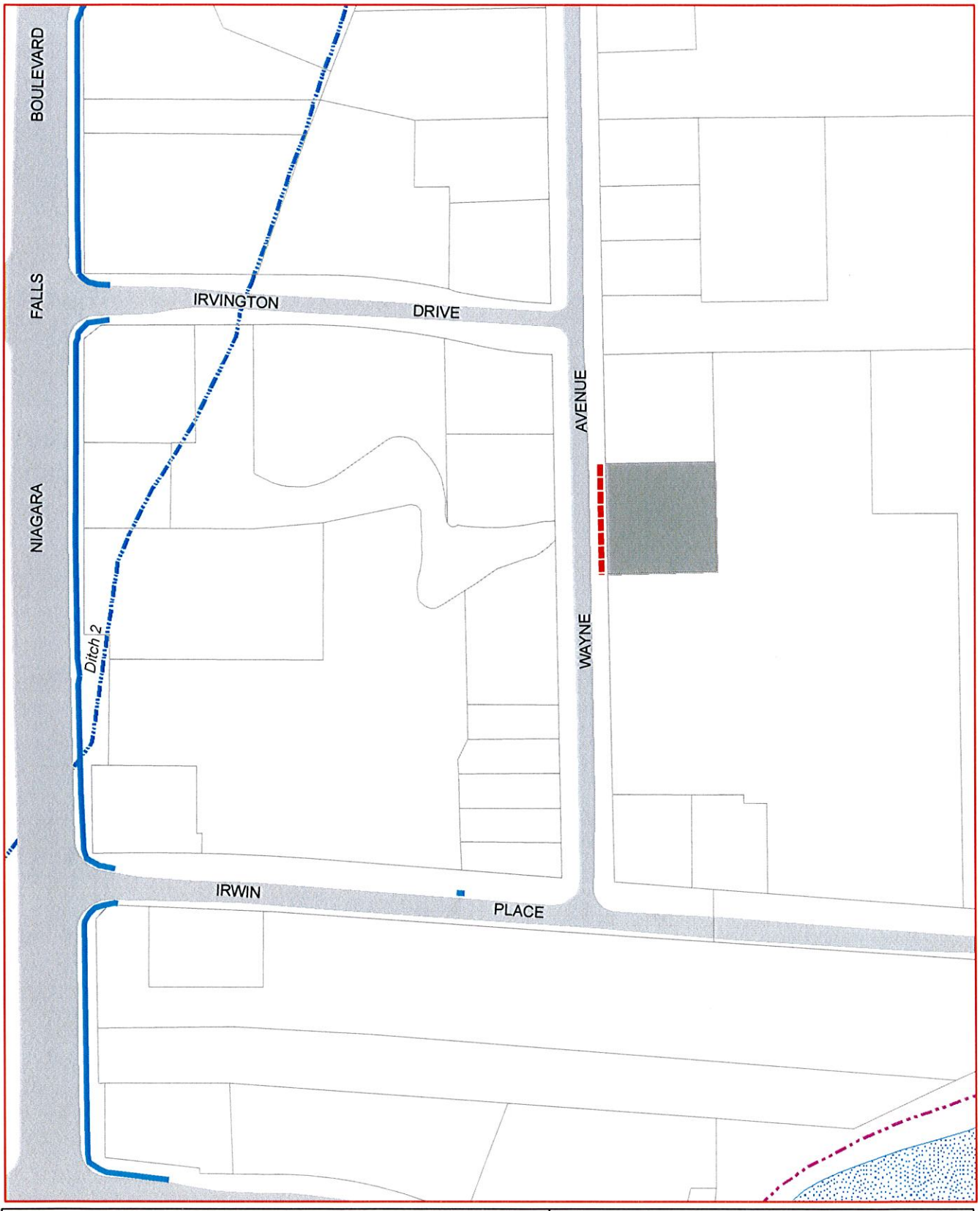
Note: Engineering Department review is solely based on constructability. Sidewalk network connectivity and usefulness to pedestrian travel is not considered as part of this specific review.

CPS/ch
Cc: Mark S. Berke, Commissioner of Buildings
Fran Spoth, Town Clerk
Stanley J. Sliwa, Town Attorney
Erin Thomas, 39 Wayne Avenue, Amherst, NY 14228

Attachment: SWW-2021-02, 39 Wayne Ave. (RES-2021-502 : Sww-2021-02)

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



SWW-2021-02

Sidewalk Waiver Request
Property Located at 39 Wayne Avenue

Erin Thomas, Petitioner

April 30, 2021

39 Wayne Avenue

Existing Public Sidewalk

Requested Sidewalk Waiver Location

Prepared by the Town of Amherst Planning Department

Attachment: SWW-2021-02, 39 Wayne Ave. (RES-2021-502 : Sww-2021-02)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 23341 **RESOLUTION 2021-503** **ADOPTED**

To Authorize the Supervisor to Sign a Change Order with Beau Enterprises, Inc. to Plant an Additional Nine Conifer Trees Along Youngs Road Between Maple Road and Sheridan Drive. CRS#2490

WHEREAS, on June 17, 2019 the Town Board authorized funding to remove dead ash trees along Youngs Road as part of the Town Ash Tree Remediation project, and

WHEREAS, adjacent residents have expressed concerns over the condition of the site after the tree removal has taken place, and

WHEREAS, the Town provided a tree restoration plan and in Resolution 2021-258 awarded a bid to a contractor to plant vegetation within the project site along Youngs Road between Maple Road and Sheridan Drive, and

WHEREAS, the Town Board authorizes the Contract Compliance and Administration Department to award this change order to Beau Enterprises, Inc.; now

THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign change order #1 with Beau Enterprises, Inc.

6/07/2021
Consent

FINANCIAL IMPACT:

Funds for the tree restoration construction are available from KP Account #1925-4972 ($61,432.96) and from KP Account #2112-4972 ($19,102.59). The expenditure of these funds is part of CIP Project H-11 (Town-wide Tree Planting), which is KP account #2112-4972.

RESULT:	**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

May 14, 2021

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

SUBJECT: Change Order #1 – Increase of $3,474.00 to Beau Enterprises, Inc.

Councilmembers:

We are requesting the Town Board approve the above referenced change order for the Youngs Road Tree Restoration. The increase will be $3,474.00 bringing the total project to $79,707.55. After reviewing the site plan with the Town's consultant; adjacent residents requested (9) more conifer trees west of Youngs Road. These items were not included in the original bid scope of $76,233.55.

Funding is available in KP Account #2112-4972. Pending successful completion of the contract approval procedure; can we have your approval to award the above referenced Change Order to Beau Enterprises, Inc. Thank you for considering this request.

Very truly yours,

Jeffrey Szatkowski
Landscape Architect

JS/bf
Attachment (Change Order #1 Request, Cost Estimate)

X:\Special_Projects\Forestry\Ash Tree Removal - Youngs Rd\Contract-CRS\Tree Restoration\Contract\Beau Enterprises\2021-05-14 Youngs Road Tree Restoration.doc
cc: Kurt Stanley, Town Forester
Steve Bryan, Purchasing

Attachment: change order 1 (RES-2021-503 : Crs#2490)

Youngs Road Tree Restoration Planting Change Order 1 Sheet

Change Order #1

ZONE 2

Nursery Stock

Bid Item #	Qty.	Code	Scientific Name	Common Name	Size	Spec	Remarks	Notes	Unit Price	Installed Price
9	3	PS	Pinus strobus	White Pine	6-7' Ht.	B&B	full to ground	Mechanical Equipment	$386.00	$1,158.00
	3									

ZONE 2 TOTAL COST $1,158.00

ZONE 3

Nursery Stock

Bid Item #	Qty.	Code	Scientific Name	Common Name	Size	Spec	Remarks	Notes	Unit Price	Installed Price
9	6	PS	Pinus strobus	White Pine	6-7' Ht.	B&B	full to ground	Mechanical Equipment	$386.00	$2,316.00
	6									

ZONE 3 TOTAL COST $2,316.00

TOTAL CHANGE ORDER 1 COST **$3,474.00**

Attachment: change order 1 (RES-2021-503 : Crs#2490)

		AMOUNT
CHANGE ORDER NO:	1	
	INCREASE/(DECREASE), THIS CHANGE ORDER:	$3,474.00
	INCREASE/(DECREASE), PREVIOUS CHANGE ORDERS:	$0.00
	INCREASE/(DECREASE), ALL CHANGE ORDERS:	$3,474.00

TOWN JOB NO:
BID: 2021003A

CONTRACT AWARD AMOUNT: $76,233.55
AMENDED CONTRACT TOTAL: $79,707.55

Job Designation: Youngs Road Tree Restoration

Contractor: Beau Enterprises Inc. 4250 Williams Road, Ransomville, NY 14131

DESCRIPTION OF WORK:

1. The additional work will be completed before November 15, 2021 at an additional $3,474 cost to the Town. The funds will be taken out of the KP # 2112-4972 (H-11 Town-wide Tree Planting).

REASONS FOR THE WORK:

1. The adjacent residents requested 9 more conifer trees along the existing berm after reviewing the site plan in 2021. There is additional funding remaining in KP# 2112-4972.

COST OF THE WORK:

	Unit	Unit Cost	Amount	Cost
Additional (9) Conifer Trees	-	-	-	$ 3,474.00
			TOTAL, CHANGE ORDER NO. 1:	$ 3,474.00

ACCEPTED BY CONTRACTOR, Beau Enterprises Inc. 4250 Williams Road , Ransomville, NY 14131

Signature DATE: 5/20/21

Ken Lilly
Vice President

APPROVED BY TOWN OF AMHERST:

Signature DATE: _____

Brian Kulpa
Town Supervisor

Attachment: change order 1 (RES-2021-503 : Crs#2490)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 23315 **RESOLUTION 2021-504** **ADOPTED**

Travel Request Network Intrusion Response Program Training Course

TOWN BOARD AGENDA ITEM : JUNE 7, 2021

TO: **Town Board**

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

RE: **Travel Request**
Network Intrusion Response Program Training Course

Kindly adopt a resolution authorizing One (1) Police Officer to attend a Network Intrusion Response Program Training Course in Hoover, Alabama. This course is being held from June 21, 2021 to July 9, 2021. The cost for travel associated with this course is $640.09. This travel request was originally approved by the Town Board on February 24, 2020 (Resolution #2020-275) but was later cancelled due to the COVID-19 pandemic.

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: June 7, 2021)**

6/07/2021
Consent

FINANCIAL IMPACT:

A 3121 .4050: $640.09

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 *REVISED 02/21/2021*

☑ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
6/21/21	7/9/21	Hoover, AL	The Police Department's Technical Services Officer will be attending a Network Intrusion Response Program Training Course in order to learn effective methods in the identification and collection of volatile data in response to network-based crime.

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.56			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	581.90	A3121.4050	
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee			
Other			
Subtotal	581.90		N/A
Contingency - 10% of subtotal or $200	58.19		N/A
TOTAL	640.09		

Request Approved By:

Department Head Signature

5/13/21

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

X:\Forms\Travel Expense Reimbursement Form 4.7.17

Attachment: TravelRequestPoliceIntrusionTBAgenda6.7.21 (RES-2021-504 : Travel/Training Request)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 23320 **RESOLUTION 2021-505** **ADOPTED**

Equipment Lease Agreement: Volta Energy Products, Inc. (CRS#2598) Automated Traffic Management System (ATMS): Maple Rd. & Flint Rd.

TOWN BOARD AGENDA ITEM: JUNE 7, 2021

TO: **Town Board**

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

RE: **Equipment Lease Agreement: Volta Energy Products, Inc. (CRS#2598)**
Automated Traffic Management System (ATMS): Maple Rd. & Flint Rd.

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst and Volta Energy Products, Inc., 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: June 7, 2021)**

6/07/2021
Consent

FINANCIAL IMPACT:

A3120 .4430: $10.00

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

Equipment Lease Agreement

This Lease ("**Agreement**"), dated as of May __, 2021, is by and between Volta Energy Products, Inc., a Delaware Corporation having its principal place of business at 1001 E. Delavan Ave., Buffalo, NY 14215 ("**Lessor**"), and the Town of Amherst (NY), a New York Municipal Corporation having its principal place of business at 5583 Main Street, Williamsville, NY 14221 ("**Lessee,**" and together with Lessor, the "**Parties,**" and each, a "**Party**").

WHEREAS, Lessor is in the business of developing and manufacturing green energy storage systems for mobile and stationary use;

WHEREAS, Lessor has developed a distributed energy storage system that provides an automatic backup power supply for traffic lights and signals at intersections, called an "Automated Traffic Management System" containing a 5kWh lithium ion battery ("**ATMS-5 Pack**"); and

WHEREAS, Lessee is responsible for maintaining the intersection located at Maple Road and Flint Road ("**Intersection**").

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, the ATMS-5 Pack more specifically described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment described more fully in attached Schedule A (the "**Equipment**"). Lessor shall, at its own expense, deliver the Equipment to the Intersection on a date and time agreed upon in writing by Lessor and Lessee.

2. Use. Lessee shall, at its own expense, install the Equipment by a licensed and insured electrical contractor at the Intersection. Lessee shall not remove the Equipment from the Intersection without prior written approval of Lessor. Lessee shall allow Lessor access to the Equipment at all reasonable times to inspect the state and condition of the Equipment. Lessee shall, at its expense, keep and maintain the Equipment in a good state of repair, normal wear and tear excepted, and shall use the Equipment only for its intended purpose and follow Lessor's instructions regarding the use and maintenance of the Equipment.

3. Rent. In consideration of Lessee's right to possess and use the Equipment during the Term (as defined in Section 10), Lessee shall pay a flat rate of TEN DOLLARS ($10.00).

4. Limited Warranty. LESSOR MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INTERFERENCE; OR (d) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Attachment: Equipment Lease Agreement Full (RES-2021-505 : Volta Energy Products, Inc: (CRS# 2598))

5. Title and Risk of Loss. Title to the Equipment remains with Lessor throughout the Term, and Lessee shall acquire no right, title, or interest in the Equipment. Lessee shall not pledge or encumber the Equipment in any way. Lessee shall bear all risk of loss, damage, destruction, theft, and condemnation to or of the Equipment from any cause whatsoever ("**Loss**") until the Equipment has been returned to Lessor to the destination specified in Section 6. Lessee shall notify Lessor in writing immediately of any such Loss.

6. Return of Equipment. Lessee shall, at its risk and expense, no later than the expiration of the Term (a) de-install the Equipment by a licensed and insured electrical contractor; and (b) notify Lessor in writing of a reasonable date and time for Lessor to pick up the Equipment.

6.1 Condition of Equipment Upon Return. Lessee shall cause the Equipment returned for any reason under this Agreement to (a) be free and clear of all liens (other than liens of Lessor) and rights of third parties; (b) be in the same condition as when delivered to Lessee, ordinary wear and tear excepted; and (c) be in compliance with applicable law.

7. Compliance with Law. Lessee shall (a) comply with all applicable laws, regulations, and ordinances and (b) maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

8. Indemnification. Each Party hereto (collectively "**Indemnifying Party**") shall indemnify, defend, and hold harmless each other and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party or awarded against Indemnified Party relating to, arising out of, or resulting from any claim of a third-party arising out of or occurring in connection with the Indemnifying Party's negligence, willful misconduct, or breach of this Agreement.

9. Insurance. During the term of this Agreement, Lessor shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability insurance and property insurance policies to cover the Equipment in a sum no less than $1,000,000.00 per occurrence (per policy) and $2,000,000.00 in the aggregate (per policy) with financially sound and reputable insurers. Lessor shall provide Lessee with a certificate of insurance from Lessor's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Lessee as an additional insured. Lessor shall provide Lessee with ten (10) days' advance written notice in the event of a cancellation or material change in Lessor's insurance policy. In lieu of insurance from a third-party, Lessee states that it is self-insured and has the means and capability to comply with all indemnification obligations herein. Lessee shall indemnify Lessor in accordance with the obligations of Section 8 herein through its self-insurance procedure.

10. Term and Termination. The term of this Agreement commences on the date of this Agreement and continues for a period of ninety (90) days, unless and until earlier terminated as provided under this Agreement (the "**Term**"). In addition to any remedies that may be provided

Attachment: Equipment Lease Agreement Full (RES-2021-505 : Volta Energy Products, Inc: (CRS# 2598))

in this Agreement, either Party may terminate this Agreement with immediate effect upon five (5) day's written notice to the other Party.

11. Confidential Information. All non-public, confidential, or proprietary information of Lessor, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Lessor to Lessee, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Lessor in writing. Upon Lessor's request, Lessee shall promptly return all documents and other materials received from Lessor. Lessor shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Lessee at the time of disclosure; or (c) rightfully obtained by Lessee on a non-confidential basis from a third party.

12. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

13. Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement.

14. Notices. All notices, requests, consents, claims, demands, waivers, summons, and other legal process, and other similar types of communications hereunder must be in writing and addressed to the relevant Party at the address set forth on the first page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section 14). All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the notice has complied with the requirements of this Section 14.

15. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Amendments. No amendment to or modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each Party.

17. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a

Attachment: Equipment Lease Agreement Full (RES-2021-505 : Volta Energy Products, Inc: (CRS# 2598))

waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the previous sentence, the Parties intend that Lessee's rights under Section 4 are Lessee's exclusive remedies for the events specified therein.

19. Assignment; Successors and Assigns. Lessee shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Lessor. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Lessee of any of its obligations hereunder. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

20. No Third-Party Beneficiaries. Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law and Choice of Forum. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of New York, in each case located in the City of Buffalo and County of Erie, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

22. Limitation of Liability. **IN NO EVENT SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT LESSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

24. Headings. Headings in this Agreement are for convenience of reference only, and are not to be used in any interpretation of the agreement between the parties.

Attachment: Equipment Lease Agreement Full (RES-2021-505 : Volta Energy Products, Inc: (CRS# 2598))

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Volta Energy Products, Inc.

By: _____

Name:

Title:

Date:

Town of Amherst (NY)

By: _____

Name: Brian J. Kulpa

Title: Town Supervisor

Date:

Attachment: Equipment Lease Agreement Full (RES-2021-505 : Volta Energy Products, Inc: (CRS# 2598))

SCHEDULE A

Description of Equipment

Volta Traffic Backup System S/N:GMATM5-01G03210001

Volta Battery SN: GMRPS5C-0101210001-BATT

Attachment: Equipment Lease Agreement Full (RES-2021-505 : Volta Energy Products, Inc: (CRS# 2598))

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 06/01/2021

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 Stahlka Agency, Inc 6724 Main St Williamsville NY 14221	**CONTACT NAME:** Jenny Loretz **PHONE (A/C, No, Ext):** (716) 634-7070 **FAX (A/C, No):** (716) 634-6411 **E-MAIL ADDRESS:** jloretz@emsinsurance.com
INSURED Volta Energy Products Inc 1001 Delavan St Buffalo NY 14215	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great Divide Insurance Co **INSURER B :** Cincinnati Insurance Company **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21-22 L A E W **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		GSP2030888-11	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Policy Aggregate	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP2030891-11	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FFX2030892-11	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC0563155	01/01/2021	01/01/2022	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst if required by written contract is an additional insured on the General Liability policy.

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

Mark E. Stahlka

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Equipment Lease Agreement Full (RES-2021-505 : Volta Energy Products, Inc: (CRS# 2598))

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 23321 **RESOLUTION 2021-506** **ADOPTED**

Third Amendment of Targeted Tactical Team Grant FY2018 (CRS #2630) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS #1792

TOWN BOARD AGENDA ITEM: JUNE 7, 2021

To: **Town Board**

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

Re: **Third Amendment of Targeted Tactical Team Grant FY2018 (CRS #2630)**
NYS Division of Homeland Security and Emergency Services
Original Approved Grant Agreement: CRS #1792

Kindly adopt a resolution authorizing the Supervisor to adopt and electronically execute (if required) the attached amendment with regard to the above matter. This request is for a budget amendment to reallocate the use of funds within the grant. The original grant agreement was approved by the Town Board on December 16, 2019 by Resolution #2019-1379, amended on June 22, 2020 by Resolution #2020-559, and further amended on March 22, 2021 by Resolution #2021-278. This amendment has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk *(w/attachment, Agenda Item: June 7, 2021)*

6/07/2021
Consent

FINANCIAL IMPACT:

A3133 .04389: $0

Reallocation of funds within the grant

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

Melissa Lynch <mlynch@apdny.org>

Fwd: Amherst FY2018 Tactical Grant

1 message

Charles Persons <CPersons@apdny.org> Fri, May 21, 2021 at 1:52 PM
To: Pamela Thurston <pthurston@apdny.org>, Melissa Lynch <mlynch@apdny.org>

This is the forwarded message from the grant representative about the budget amendment.

---------- Forwarded message ---------
From: **Lamothe, Ryan (DHSES)** <Ryan.Lamothe@dhses.ny.gov>
Date: Thu, May 20, 2021 at 5:18 PM
Subject: Re: Amherst FY2018 Tactical Grant
To: Charles Persons <CPersons@apdny.org>

Good afternoon Captain,
This budget revision is approved as documented below. Please move forward with all projects and purchases and reach out with any questions.

Thank you!

Ryan

From: Charles Persons <CPersons@apdny.org>
Sent: Thursday, May 20, 2021, 5:16 PM
To: Lamothe, Ryan (DHSES)
Subject: Amherst FY2018 Tactical Grant

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

Ryan,

As we discussed, I would like to move the funds from the purchase of a drone (formerly a throw robot purchase) into the purchase of two new tactical vests. The throw robot that we wanted to purchase is no longer available and we will be unable to purchase a drone using the Federal Guidelines. We have already purchased two vests through this grant, so the justification was already approved on our original application. The funds allocated to the robot / drone is $4,758. In addition I would like to move $238.42 from the purchase of gloves (in the uniform budget) to purchase the vests. Our department will pay the remaining balance. I have attached a new proposed budget. Please let me know if I am clear to move forward with this new budget. Thanks,

Chuck

--
Captain Charles Persons
Amherst Police Department
500 John James Audubon Pkwy.
Amherst, NY 14228
(716) 689-1362
cpersons@apdny.org

--

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Town of Amherst 2018 Targeted Tactical Team Grant Budget

Item	Original Budget	Budget 3/22/21	New Budget	Difference from 3/22/21
Mechanical and Thermal Breaching Tools	$9,200.00	$6,550.08	$6,550.08	$0.00
Explosive Storage Magazine	$2,400.00	$1,848.65	$1,848.65	$0.00
Power Driven Breacing Tools	$2,800.00	$2,377.71	$2,377.71	$0.00
Air Purifying Respirator Fit Testing Apparatus	$9,341.00	$9,630.00	$9,630.00	$0.00
Night Vision equipment to attach to spotting scope	$9,000.00	$8,906.01	$8,906.01	$0.00
Tactical Throw Robot / Drone	$9,000.00	$4,758.00	$0.00	-$4,758.00
Night Vision Goggles	$21,459.00	$25,925.64	$25,925.64	$0.00
Individual Operator APR's	$7,800.00	$15,375.00	$15,375.00	$0.00
Tactical Ballistic Vest	$6,000.00	$6,060.40	$11,056.82	$4,996.42
APR Canisters	$1,000.00	$0.00	$0.00	$0.00
Spotting Scope for Observer Element	$1,000.00	$647.99	$647.99	$0.00
Uniforms	$21,000.00	$17,920.52	$17,682.10	-$238.42
Total	**$100,000.00**	**$100,000.00**	**$100,000.00**	**$0.00**

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Police
Initiated by: **John Askey**
Co-Sponsored by:

DOC ID: 23007 **RESOLUTION 2021-278** **ADOPTED**

Second Amendment of Targeted Tactical Team Grant FY2018 (CRS #2428) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS# 1792

TOWN BOARD AGENDA ITEM: MARCH 22, 2021

To: **Town Board**

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

Re: **Second Amendment of Targeted Tactical Team Grant FY2018 (CRS #2428) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS# 1792**

Kindly adopt a resolution authorizing the Supervisor to adopt and electronically execute (if required) the attached amendment with regard to the above matter. This request is for a budget amendment to reallocate the use of funds within the grant. The original grant agreement was approved by the Town Board on December 16, 2019 by Resolution #2019-1379. This amendment has successfully completed the Contract Routing System.

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk *(w/attachment, Agenda Item: March 22, 2021)*

3/22/2021
Consent

FINANCIAL IMPACT:
Financial Impact: A3133 .04389 Grant : ($100,000.00)

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

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

---------- Forwarded message ---------
From: **Lamothe, Ryan (DHSES)** <Ryan.Lamothe@dhses.ny.gov>
Date: Thu, Feb 25, 2021 at 1:02 PM
Subject: RE: Request Contract Amendment
To: Charles Persons <CPersons@apdny.org>

Chuck,

Good to hear form you and apologies for the delayed response (took longer than expected to get a response). This request is approved. Please send this original vs. revised budget worksheet along with the next fiscal package (no need to mail anything anymore – you can just email me your FCR's moving forward). Hope all is well – and as always – please reach out with any questions.

Ryan

From: Charles Persons <CPersons@apdny.org>
Sent: Tuesday, February 23, 2021 3:28 PM
To: Lamothe, Ryan (DHSES) <Ryan.Lamothe@dhses.ny.gov>
Subject: Request Contract Amendment

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

Ryan,

I would like to request another contract amendment for the Town of Amherst PD FY2018 Tactical Team Grant (contract # C163689). The cost of the night vision goggles has increased and I was able to save some money in other categories. Please see the attached document for a breakdown of funds to be reallocated. The Town Account # column is for internal accounting (you can ignore that information). Thanks,

Chuck

--

2018 Grant Budget Amendment Request (2/23/21)

Lieutenant Charles Persons

Accident Investigation Unit
Amherst Police Department
500 John James Audubon Pkwy.
Amherst, NY 14228
(716) 689-1358
cpersons@apdny.org

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Town of Amherst 2018 Targeted Tactical Team Grant Budget

Item	Town Account #	Original Budget	Revised Budget (6/9/20)	Revised Buget (2/25/21)	Amount Changed from Previous Budget
Mechanical and Thermal Breaching Tools	A3133-2550	$9,200.00	$6,549.46	$6,550.08	$0.62
Explosive Storage Magazine	A3133-2550	$2,400.00	$1,848.65	$1,848.65	$0.00
Power Driven Breacing Tools	A3133-2550	$2,800.00	$2,377.71	$2,377.71	$0.00
Air Purifying Respirator Fit Testing Apparatus	A3133-2550	$9,341.00	$9,630.00	$9,630.00	$0.00
Night Vision equipment to attach to spotting scope	A3133-2450	$9,000.00	$8,906.01	$8,906.01	$0.00
Drone (formerly Tactical Throw Robot)	A3133-2550	$9,000.00	$5,400.00	$4,758.00	-$642.00
Night Vision Goggles	A3133-2450	$21,459.00	$25,437.00	$25,925.64	$488.64
Individual Operator APR's	A3133-2550	$7,800.00	$15,375.00	$15,375.00	$0.00
Tactical Ballistic Vest	A3133-4420	$6,000.00	$6,060.40	$6,060.40	$0.00
APR Canisters	A3133-2550	$1,000.00	$0.00	$0.00	$0.00
Spotting Scope for Observer Element	A3133-2550	$1,000.00	$1,000.00	$647.99	-$352.01
Uniforms	A3133-4420	$21,000.00	$17,415.77	$17,920.52	$504.75
Total		**$100,000.00**	**$100,000.00**	**$100,000.00**	**$0.00**

Total Spent per catergory	
A3133-2450	$34,831.65
A3133-2550	$41,187.43
A3133-4420	$23,980.92

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted

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

Francina J. Spoth
Town Clerk

Meeting: 06/22/20 04:30 PM
Department: Police
Initiated by: **John Askey**
Co-Sponsored by:

DOC ID: 22060 **RESOLUTION 2020-559** **ADOPTED**

Amendment of Targeted Tactical Team Grant FY2018 (CRS #2082) NYS Division of Homeland Security and Emergency Services Original Approved Grant Contract: CRS #1792

TOWN BOARD AGENDA ITEM: JUNE 22, 2020

To: **Town Board**

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

Re: **Amendment of Targeted Tactical Team Grant FY2018 (CRS #2082)**
NYS Division of Homeland Security and Emergency Services
Original Approved Grant Agreement: CRS #1792

Kindly adopt a resolution authorizing the Supervisor to adopt and electronically execute (if required) the attached amendment with regard to the above matter. This request is for a budget amendment to reallocate the use of funds within the grant. The original grant agreement was approved by the Town Board on December 16, 2019 by Resolution #2019-1379. Approval of this amendment is contingent upon the successful completion of the Contract Routing System.

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk *(w/attachment, Agenda Item : June 22, 2020)*

6/22/2020
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution

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

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Charles Persons <CPersons@apdny.org> Jun 1, 2020, 3:01 PM (10 days ago)

to Ryan

Ryan,

I would like to request a budget amendment for the FY2018 grant. I have attached a new projected budget. It would entail moving more money around than I originally thought. It should be noted that the APR canister requested at $0. This is because the individual operator APR's that I would like to purchase each come with a canister.

The main issue that I am dealing with is the throw robot. The company no longer manufactures the robot that we were interested in purchasing. The new alternative is substantially more expensive and I will not be able within budget. As an alternative I would like to request that we be allowed to purchase small interior / exterior drones. They will serve the same purpose as the robot and I believe hold true to the original intent of our applic They will be utilized to gain advanced intelligence and be sent into areas without exposing officers to the risk. They are easily portable and deployable in a similar manner to the throw robot. Please let me know what you th all of this. Thanks,

Chuck

•••

--

Lieutenant Charles Persons
Accident Investigation Unit
Amherst Police Department
500 John James Audubon Pkwy.
Amherst, NY 14228
(716) 689-1358
cpersons@apdny.org

Lamothe, Ryan (DHSES) Jun 9, 2020, 10:19 AM (2 days ago)

to Charles

I apologize Chuck,

Thought I responded to this earlier. You are all set. This revision is approved. Please move forward with all projects as documented and let me know if you have any further questions.

•••

Ryan

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Town of Amherst 2019 Targeted Tactical Team Grant Budget				
Item	**Town Account #**	**Original Budget**	**Amended Budget**	**Difference**
Mechanical and Thermal Breaching Tools	A3133-2550	$9,200.00	$6,549.46	$2,650.54
Explosive Storage Magazine	A3133-2550	$2,400.00	$1,848.65	$551.35
Power Driven Breacing Tools	A3133-2550	$2,800.00	$2,377.71	$422.29
Air Purifying Respirator Fit Testing Apparatus	A3133-2550	$9,341.00	$9,630.00	-$289.00
Night Vision equipment to attach to spotting scope	A3133-2450	$9,000.00	$8,906.01	$93.99
Tactical Throw Robot/Drone	A3133-2550	$9,000.00	$5,400.00	$3,600.00
Night Vision Goggles	A3133-2450	$21,459.00	$25,437.00	-$3,978.00
Individual Operator APR's	A3133-2550	$7,800.00	$15,375.00	-$7,575.00
Tactical Ballistic Vest	A3133-4420	$6,000.00	$6,060.40	-$60.40
APR Canisters	A3133-2550	$1,000.00	$0.00	$1,000.00
Spotting Scope for Observer Element	A3133-2550	$1,000.00	$1,000.00	$0.00
Uniforms	A3133-4420	$21,000.00	$17,415.77	$3,584.23
Total		**$100,000.00**	**$100,000.00**	**$0.00**

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted

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

Jeffery C. Zeplowitz
Town Clerk

Meeting: 12/16/19 07:00 PM
Department: Police
Initiated by: **John Askey**
Co-Sponsored by:

DOC ID: 21331 **RESOLUTION 2019-1379** **ADOPTED**

Targeted Tactical Team Grant FY2018 (CRS #1792) Grant Agreement: NYS Division of Homeland Security And Emergency Services

Town Board Agenda Item: December 16, 2019

TO: **Town Board**

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

RE: **Targeted Tactical Team Grant FY2018 (CRS #1792) Grant Agreement: NYS Division of Homeland Security and Emergency Services**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and NYS Division of Homeland Security and Emergency Services with regard to the above-entitled matter.

Thank you.

JCA:CP:msl
Attachment
C: Kathy Cooper, Town Clerk (Agenda Item: December 16, 2019)

12/16/2019
Consent

FINANCIAL IMPACT:

A 3133 .04389 Grant : $100,000.00

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

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	**NYS COMPTROLLER'S NUMBER:** C163689 (Contract Number) **ORIGINATING AGENCY CODE:** 01077
GRANTEE/CONTRACTOR:(Name & Address) Amherst, Town of 5583 Main St Williamsville NY 14221	**TYPE OF PROGRAMS:** WM2018 SHSP **CFDA NUMBER:** 97.067 **DHSES NUMBERS:** WM18163689
FEDERAL TAX IDENTIFICATION NO: 16-6002157 **MUNICIPALITY NO:** (if applicable) **SFS VENDER NO:** 1000003949 **DUN & BRADSTREET NO:** 030212336	**INITIAL CONTRACT PERIOD:** FROM 10/01/2019 TO 08/31/2021 **FUNDING AMOUNT FOR INITIAL PERIOD:** $100,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	**MULTI-YEAR TERM:** (if applicable)
CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) if Exempt is entered above, reason for exemption. Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	**APPENDIX ATTACHED AND PART OF THIS AGREEMENT** __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts x APPENDIX A1 Agency-specific Clauses x APPENDIX B Budget x APPENDIX C Payment and Reporting Schedule x APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: Michele Wahrlich , Director of Grants Program Administration Date: 10/01/2019

State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

GRANTEE:

BY: Mr. Brian A. Kulpa Supervisor Date: 09/26/2019

ATTORNEY GENERAL'S SIGNATURE NYS ATTORNEY GENERAL Title: OCT 16 2019 Date: LORRAINE I. REMO SECTION CHIEF	**COMPTROLLER'S SIGNATURE** APPROVED DEPT. OF AUDIT & CONTROL NOV 15 2019 FOR THE STATE COMPTROLLER Title: Date:

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C163689 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR:(Name & Address) Amherst, Town of 5583 Main St Williamsville NY 14221	TYPE OF PROGRAMS: WM2018 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM18163689
FEDERAL TAX IDENTIFICATION NO: 16-6002157 MUNICIPALITY NO: (if applicable) SFS VENDER NO: 1000003949 DUN & BRADSTREET NO: 030212336	INITIAL CONTRACT PERIOD: FROM 10/01/2019 TO 08/31/2021 FUNDING AMOUNT FOR INITIAL PERIOD: $100,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: [ ] (Enter number or Exempt) if Exempt is entered above, reason for exemption. Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts x APPENDIX A1 Agency-specific Clauses x APPENDIX B Budget x APPENDIX C Payment and Reporting Schedule x APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____. _____.

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: Michele Wahrlich , Director of Grants Program Administration Date: 10/01/2019

State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

GRANTEE:

BY: Mr. Brian J Kulpa Supervisor Date: 09/26/2019

ATTORNEY GENERAL'S SIGNATURE	COMPTROLLER'S SIGNATURE
_____.	_____.
Title: _____.	Title: _____.
Date: _____.	Date: _____.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Award Contract | SHSP

Project No. | Grantee Name

TT18-1008-E00 | Amherst, Town of | 10/01/2019

Appendix B - Project Budget

Budget Summary by Participant

Amherst, Town ofTown of Amherst Police Department - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mechanical and Thermal Breaching Tools	03SR-02 -TLHN	8	$1,150.00	$9,200.00	$9,200.00	$0.00
2	Explosive Storage Magazine	02EX-00 -EXMP	1	$2,400.00	$2,400.00	$2,400.00	$0.00
3	Power Driven Breaching Tools	03SR-02 -TPEL -	4	$700.00	$2,800.00	$2,800.00	$0.00
4	Air Purifying Respirator Fit Testing Apparatus	01AR-07 -FTST	1	$9,341.00	$9,341.00	$9,341.00	$0.00
5	Night Vision equipment to attach to spotting scope and utilize as handheld - dual purpose	03OE-02 -TILA -	1	$9,000.00	$9,000.00	$9,000.00	$0.00
6	Tactical Throw Robot	03OE-07 -ROBT	1	$9,000.00	$9,000.00	$9,000.00	$0.00
7	Night Vision Goggles	03OE-02 -TILA	3	$7,153.00	$21,459.00	$21,459.00	$0.00
8	Individual Operator A.P.R.	01AR-02 -APR	20	$390.00	$7,800.00	$7,800.00	$0.00
9	Tactical Ballistic Vest	01LE-01 -ARMR	2	$3,000.00	$6,000.00	$6,000.00	$0.00
10	A.P.R. Canisters	01AR-02 -APRC	20	$50.00	$1,000.00	$1,000.00	$0.00
11	Spotting Scope for Observer Element	03OE-02 -SCOP	2	$500.00	$1,000.00	$1,000.00	$0.00
12	Individual Operator Uniforms	01LE-02 -BDUS	20	$1,050.00	$21,000.00	$21,000.00	$0.00
				Total	$100,000.00	$100,000.00	$0.00

Town of Amherst Police Department Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$100,000.00	$100,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$100,000.00	$100,000.00	$0.00

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Project No. TT18-1008-E00 | Grantee Name Amherst, Town of | 10/01/2019

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

Signed Voucher and Fiscal Cost Report

Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested

Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Award Contract SHSP

Project No. Grantee Name

TT18-1008-E00 Amherst, Town of 10/01/2019

Appendix D - Program Workplan and Special Conditions

Work Plan

Goal

To develop and enhance tactical team response capabilities.

Objective #1

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Counter Terrorism and Law Enforcement

NYS Critical Capabilities

Primary - Law Enforcement Counter-Terrorism Operations

To establish/enhance the capabilities of tactical response teams in New York State.

Task #1 for Objective #1

Purchase allowable tactical team equipment (breaching tools, night vision and a variety of other tactical related items). Train appropriate personnel in the proper use of the equipment and place the equipment in service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced tactical team response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Project No. TT18-1008-E00 | Grantee Name Amherst, Town of | 10/01/2019

NEW YORK STATE

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1¹

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contracto

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United St

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

M. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

N. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of DHSES and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

S. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.²

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor 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 or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the appli

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a. Service of notice: Written notice of termination shall be sent by:

i. personal messenger service; or

ii. certified mail, return receipt requested and first class mail.

b. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a. Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Proje

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:³ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:⁴ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:⁵ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:⁶ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submit

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the C

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Res

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

5. If requested by the State, when a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work sched

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal la

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employ

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Developments Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

a. The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c. The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d. The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be mad

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a. to require updates or clarifications to the Questionnaire upon written request;

b. to inquire about information included in or required information omitted from the Questionnaire;

c. to require the Contractor to provide such information to the State within a reasonable timeframe; and

d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:⁸ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, hea

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:
1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b)This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a. The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/agencies/travel/travel.htm.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open compe

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

ii. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

iv. DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the M

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6 .

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend $500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Contract;

Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;

Applicable federal and/or State cost principles to be used in determining allowable costs; and

Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-a

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities

VER 08/2019

Certified by - Brian Kulpa on 09/20/2019

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

Award Contract SHSP

Project No. Grantee Name

TT18-1008-E00 Amherst, Town of 10/01/2019

Special Conditions

I. ALL GRANT FUNDS:

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at https://www.fema.gov/grants

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2017 2020 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at http://www.dhses.ny.gov/planning/#strat.

3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (https://www.fema.gov/authorized-equipment-list).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section using NY Responds 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.

3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of cont

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: http://www.dhses.ny.gov/grants/eph.cfm.

G. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

H. New York State Emergency Management Certification and Training Program

1. Participation in and successful completion of the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Capabilities Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient ; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

Attachment: CRSFullContractwithAllAmendments5.27.2021 (RES-2021-506 : 3Rd Amendment: Targeted Tactical Team Grant (CRS#2630))

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23298 **RESOLUTION 2021-507** **ADOPTED**

Partnership Agreement MOU CRS #2599

Authorize the Supervisor to sign a Memorandum of Understanding between the Town of Amherst (Youth & Recreation Department) and the Cantalician Center for Learning, Inc. Please note that the Town already has a valid contract with the Cantalician Center and that nothing in this MOU contradicts or supersedes that contract, but that the Cantalician Center wanted this doucment signed as well.

6/07/2021
Consent

FINANCIAL IMPACT:

n/a, n/a; n/a

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

Partnership Agreement Memorandum of Understanding

CANTALICIAN CENTER FOR LEARNING, INC.

AND

HARLEM ROAD COMMUNITY CENTER

This agreement, entered into as of the 1st day of March 2021 until the 13th day of March 2022 is by and between the Cantalician Center for Learning, Inc. and the Harlem Road Community Center.

This agreement, entered into as of the 1st day of March 2021 is by and between the Cantalician Center for Learning, Inc. and the Harlem Road Community Center. This agreement will be revaluated by the 1st day of March 2022.

Whereas the Cantalician Center for Learning, Inc. is seeking to provide individuals with opportunities to utilize and enhance their skills and abilities through a variety of activities designed to provide support in becoming a participating member in the community and,

Whereas the Harlem Road Community Center provides individuals and staff of the Cantalician Center with a space in which to have an opportunity to explore and enhance their social and recreational interests within the community and to promote community integration and life enrichment, which is aligned with the mission of the Cantalician Center for Learning, Inc., thereof.

Integration Site:	**Harlem Road Community Center**
Address:	**4255 Harlem Road**
	Amherst, NY 14226
Phone:	**716-631-7200**

Under this agreement, The Cantalician Center for Learning, Inc. agree to:

- Designate a staff member to serve as a Liaison with the Harlem Road Community Center ensuring the program activities are in compliance with requirements of their respective funding regulations

  Primary Contact:
  Name: Misty Duncan
  Title: Community Integration Manager
  Cell: 716-830-6565
  -Email: mduncan@cantalician.org

  Secondary Contact:
  Name: Allison Siwirski
  Title: Team Leader of Community Services
  Phone: 716-901-8919
  Cell: 716-425-0168
  Email: asiwirski@cantalician.org

Attachment: Partnership Agreement MOU Cantalician Center (RES-2021-507 : Partnership Agreement MOU CRS#2599)

Tertiary Contact:
Name: Alicia Miller
Title: Director of Community Services
Phone: 716-901-8946
Cell: 716-984-9052
Email: amiller@cantalician.org

- Provide staff presence for required supervision at all times.
- Provide regular updates on staff responsibilities and Cantalician policies and procedures as it pertains to staff while on duty (e.g. cell phone usage, individual emergencies, etc.)
- Cantalician staff are fully responsible for assuring safety and supervision of any individual who cannot independently self-direct.
- Cantalician staff and individuals will abide by the policies and procedures given to them by- the Harlem Road Community Center.
- Pay $1350 quarterly to Harlem Road Community Center to cover costs of the use of the space.
- Provide insurance and liability information to Harlem Road Community Center initially and anytime it is updated.
- Provide Harlem Road Community Center 90 days' notice of plans to end this agreement and no longer use the space.
- Provide Harlem Road Community Center with a holiday schedule each year to inform them of days they are not operating.
- Maintain a high level of cleanliness in areas used in the facility.
- Report anything that is broken, malfunctioning, or otherwise in disrepair immediately to Harlem Road Community Center staff.
- Securely lock the building as instructed upon leaving the premises.

Under this Agreement, the Harlem Road Community Center agrees to:

Designate a staff member to serve as a Liaison with the Cantalician Center ensuring the program activities are in compliance with requirements of their respective funding regulations

Primary Contact:
Name: Robin Erwin
Phone: 716-631-7200
2nd office phone: 716-631-7217
Email: rerwin@amherst.ny.us

Secondary Contact:
Name: Gregg Bennett
Phone: 716-631-7202
Cell phone: 716-435-0043

Attachment: Partnership Agreement MOU Cantalician Center (RES-2021-507 : Partnership Agreement MOU CRS#2599)

- The Harlem Road Community Center will not discriminate against an individual in the operation of its program on the basis of race; color; national origin; including limited English language proficiency; sex; political affiliation; religion; or on the basis of disability.
- Provide security access (i.e. keys, security codes, etc.) to the space to Cantalician staff in order to allow the staff and individuals to enter the premises.
- Provide Cantalician Center 90 days' notice of plans to end this agreement and no longer provide use of space.
- Provide 3 parking spaces for Cantalician Center vans as needed. In the event that parking spaces are not available for an event at Harlem Road Community Center, please contact the primary Cantalician Center contact so arrangements can be made to have the vehicles moved.
- Unless otherwise specified or agreed upon, Harlem Road Community Center is responsible for maintaining the facility or property and addressing health or safety matters or potential issues.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the day and date first written above.

THE CANTALICIAN CENTER FOR LEARNING, INC.

By: _____

Date: _____

Title: Anne Spisiak, Executive Director

Harlem Road Community Center

By: _____

Date: _____

Title: Brian Kulpa, Supervisor, Town of Amherst

Attachment: Partnership Agreement MOU Cantalician Center (RES-2021-507 : Partnership Agreement MOU CRS#2599)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23311 **RESOLUTION 2021-508** **ADOPTED**

User Agreement - WNY PRISM CRS #2617

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and The Research Foundation for SUNY/Buffalo State to offer the free WNY PRISM Boat Stewarding Program at Veterans Canal Park from May 27 through September 5, 2021.

6/07/2021
Consent

FINANCIAL IMPACT:

None

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

USER AGREEMENT

This Agreement, by and between the Town of Amherst (TOWN), located at 5583 Main Street, Williamsville, NY 14221 and the Research Foundation for SUNY / Buffalo State on behalf of WNY PRISM (WNY PRISM), located at Great Lakes Center SAM 319, 1300 Elmwood Avenue, Buffalo, NY 14222 is as follows:

The TOWN hereby grants permission for WNY PRISM to offer its free Boat Stewarding Program at Veterans Canal Park:

Dates: Thursdays thru Sundays and Holidays, May 27 - September 5, 2021
Time: 7:00am-5:30pm

WNY PRISM hereby agrees to indemnify and hold the TOWN harmless from any and all bodily injury or property damage claims or incidents that are a direct result of WNY PRISM's use of the TOWN property.

WNY PRISM is required to sign and adhere to the terms and conditions of the addendum to contract attached hereto and made a part hereof.

Town of Amherst

By: _____
Brian J. Kulpa
Supervisor

Date: _____

WNY PRISM

By: Jessica M. Berg
Jessica M. Berg
Interim Director, PreAward & Contracts

Date: 5/12/2021

Attachment: WNY Prism (RES-2021-508 : User Agreement - WNY PRISM CRS #2617)

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. Both parties agree, to the fullest extent permitted by law, to indemnify, hold harmless and defend the indemnified parties and its directors, officers, employees, consultants, agents and representatives against all claims, including claims of third parties, causes of action, damages, losses or expenses, including without limitation attorneys' fees, arising out of or resulting from this Agreement or any action arising hereunder; provided, the indemnified party's actions are not based upon negligence or willful misconduct.

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: WNY Prism (RES-2021-508 : User Agreement - WNY PRISM CRS #2617)

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. 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.

8. 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 county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

Attachment: WNY Prism (RES-2021-508 : User Agreement - WNY PRISM CRS #2617)

9. 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:

Research Foundation for SUNY / Buffalo State

By: Jessica Berg
Signature

Jessica Berg
Printed name

Date: 5/12/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: WNY Prism (RES-2021-508 : User Agreement - WNY PRISM CRS #2617)

Client#: 19172 RESEAFOU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/05/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amsure - Albany 12 Computer Drive West PO Box 15044 Albany, NY 12212-5044	CONTACT NAME: PHONE (A/C, No, Ext): 518 458-1800 FAX (A/C, No): 518 458-8390 E-MAIL ADDRESS:
INSURED The Research Foundation for The State University of New York 35 State Street, PO Box 9 Albany, NY 12201	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Federal Insurance Company — 20281 INSURER B : Chubb Indemnity Insurance Company — 12777 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			35021737	07/01/2019	07/01/2020	EACH OCCURRENCE	$5,000,000
	X CLAIMS-MADE ☐ OCCUR			93639165	07/01/2019	07/01/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$5,000,000
				74993048	07/01/2019	07/01/2020	MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73507405	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			71644923	07/01/2019	07/01/2020	☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COI #3029 (19/20) RF #160-1149162-1-82453 S/C #C010338 Administering WNY Prism Project 2019-2023

The Town of Amherst is named as an additional insured on a primary basis as their interest may appear

PI: Dr. Christopher Pennuto

CERTIFICATE HOLDER

Town of Amherst
Att: Mary-Diana Pouli
5583 Main Street
Buffalo, 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

Greg Monge (m)

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: WNY Prism (RES-2021-508 : User Agreement - WNY PRISM CRS #2617)

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) The Research Foundation for the State University of New York 35 State Street Albany, NY 12207 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 518-434-7132 1c. Federal Employer Identification Number of Insured or Social Security Number 141368361
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Attn: Mary-Diana Pouli 5583 Main Street Williamsville, NY 14221 Blanket COI#3030	3a. Name of Insurance Carrier First Reliance Standard Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL252038 3c. Policy effective period 01/01/2016 to 1/1/2021

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 01/07/2020 By Patti Gerlach Digitally signed by Patti Gerlach DN: cn=Patti Gerlach, o, ou, email=patti.gerlach@rsli.com, c=US Date: 2017.12.04 10:44:05 -05'00'

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 267-256-3625 Name and Title Patti Gerlach, Senior Compliance Consultant

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: WNY Prism (RES-2021-508 : User Agreement - WNY PRISM CRS #2617)

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: WNY Prism (RES-2021-508 : User Agreement - WNY PRISM CRS #2617)

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
The Research Foundation for the State University of New York 35 State Street, PO Box 9 Albany, NY 12201 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	(518)434-7045 1c. NYS Unemployment Insurance Employer Registration Number of Insured 04-54705 1d. Federal Employer Identification Number of Insured or Social Security Number 14-1368361
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Attn: Mary-Diana Pouli 5583 Main Street Williamsville, NY 14221 Blanket COI #3030	3a. Name of Insurance Carrier Chubb Indemnity Insurance Co. 3b. Policy Number of Entity Listed in Box "1a" 71644923 3c. Policy effective period 7/1/2019 to 7/1/2020 3d. The Proprietor, Partners or Executive Officers are ☑ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☑ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Guy Alonge, III
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 7/01/2019
(Signature) (Date)

Title: President, Amsure - Albany Division

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-458-1800

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Attachment: WNY Prism (RES-2021-508 : User Agreement - WNY PRISM CRS #2617)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: WNY Prism (RES-2021-508 : User Agreement - WNY PRISM CRS #2617)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23331 **RESOLUTION 2021-509** **ADOPTED**

Field Lighting Piggyback Contract - CRS #2682

Authorize the Supervisor to sign a piggyback contract between the Town of Amherst (Youth & Recreation Department) and Musco Sports Lighting, LLC, pending successful completion of the contract routing process.

6/07/2021
Consent

FINANCIAL IMPACT:

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 Musco Sports Lighting, LLC. and the Town of Amherst, permitting the Town of Amherst to participate in the purchase of sports lighting with related supplies and services under Sourcewell cooperative purchasing contract #071619-MSL. The term of this contract will be from the date of execution by the Town of Amherst through August 27, 2023.

During the term of this agreement, Musco Sports Lighting, LLC agrees to invoice the Town of Amherst for all parts, materials and labor at the rates specified in the Sourcewell contract or at further discounted rates when such rates are part of a special being offered on certain parts or a special service package offered to Musco Sports Lighting, LLC customers. It further being agreed that the prices set forth on Musco Sports Lighting, LLC invoices shall be the price charged and that no further attempts will be made to change or seek payment at a different price.

Agreed to and Accepted by:

MUSCO SPORTS LIGHTING, LLC

By: _____
Signature

James M. Hansen
Printed Name

Secretary
Title

Date: 5/25/2021

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: MUSCO (RES-2021-509 : Field Lighting Piggyback Contract - CRS #2682)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: MUSCO (RES-2021-509 : Field Lighting Piggyback Contract - CRS #2682)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: MUSCO (RES-2021-509 : Field Lighting Piggyback Contract - CRS #2682)

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:

Musco Sports Lighting, LLC
Print Name of Company

By: _____
Signature

James M. Hansen
Printed name

Date: 5/25/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: MUSCO (RES-2021-509 : Field Lighting Piggyback Contract - CRS #2682)

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: Musco Sports Lighting, LLC

Signature: _____

Print Name: James M. Hansen

Title: Secretary

Date: 5/25/2021

MELINDA K. WALTER
Notarial Seal - Iowa
Commission # 746588
My Commission Expires 4/24/23

Sworn To Before Me This

25 Day of May, 2021

Melinda K. Walter

Notary Public

Revised 4.2017

Attachment: MUSCO (RES-2021-509 : Field Lighting Piggyback Contract - CRS #2682)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23301 **RESOLUTION 2021-510** **ADOPTED**

Skatepark Fencing CRS #2604

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Capital Fence for safety fencing at the Alix Rice Peacepark.

6/07/2021
Consent

FINANCIAL IMPACT:

KP2004.4972; $9,945.00

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

PROPOSAL

CAPITAL FENCE CO., INC.
42 North Ellicott Creek Road
Amherst, NY 14228
(716) 691-7438
Fax (716) 691-0688

Proposal Submitted To: Town of Amherst Engineering Dept.	Phone: 631-7154 Fax: 631-7222	Date: 4/21/20
Street: 1100 N. Forest Rd.	Job Name: Alix Rice Skate Park	
City, State & Zip Code: Wmsvl. NY 14221	Job Location:	

We hereby submit specifications and estimates for:

SCOPE OF WORK: Contact – Erik Guzdek 207-2227

Furnish and install 257 lf of 6' high black chain link fence and (2) 5'w x 6'h walk gates.

Total $ 9,945.00

Specifications

- **2" x 8ga x 72" black chain link fabric**
- **1 5/8" 40wt black top rail & braces**
- **2" 40wt black line posts**
- **2 1/2" 40wt black terminal & gate posts**
- **7ga black bottom tension wire**
- **Posts set in concrete**

- **Tax exempt**
- **Prevailing wages**

* *FULLY LICENSED AND INSURED*

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Payment to be made as follows:
In full upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications & conditions are satisfactory & are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: Signature:

Signature:

Attachment: Capital Fence (RES-2021-510 : Skatepark Fencing CRS #2604)

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: Capital Fence Co. Inc.

Signature: [signature]

Print Name: Mark Schiferle

Title: President

Date: 4/29/2021

Sworn To Before Me This

29 Day of April, 2021

[signature]

Notary Public

GINA M GABRYSZAK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GA6369335
Qualified in Erie County
Commission Expires January 8, 2022

Revised 4.2017

Attachment: Capital Fence (RES-2021-510 : Skatepark Fencing CRS #2604)

Addendum to Contract Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Capital Fence (RES-2021-510 : Skatepark Fencing CRS #2604)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: Capital Fence (RES-2021-510 : Skatepark Fencing CRS #2604)

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:

Capital Fence Co Inc
Print Name of Company

By: _____
Signature

Mark Schifele
Printed name

Date: 5/24/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Capital Fence (RES-2021-510 : Skatepark Fencing CRS #2604)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

KATHLEEN MCCOLLUM INSURANCE AGENCY INC.
8865 SHERIDAN DR
CLARENCE, NY 14031

CONTACT NAME:
PHONE (A/C, No, Ext): 716-204-9093 FAX (A/C, No): 716-204-9705
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FARM FAMILY CASUALTY INS. CO.	13803
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CAPITAL FENCE CO., INC
& XTREME VINYL CO
42 N ELLICOTT CREEK ROAD
AMHERST, NY 14228

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	X	X	3101X0730	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X CONTRACTUAL						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 4,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			3115C1669	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	3101E1216	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	INLAND MARINE			3101I0203	01/01/2021	01/01/2022	RENTED EQUIPMENT - $20,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TOWN OF AMHERST IS INCLUDED AS AN ADDITIOANL 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Capital Fence (RES-2021-510 : Skatepark Fencing CRS #2604)

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)
CAPITAL FENCE COMPANY, INC.

42 N. ELLICOTT CREEK ROAD
AMHERST, NY 14228

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
716-691-7438

1c. Federal Employer Identification Number of Insured or Social Security Number
166482906

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Youth & Recreation Department
Attn: Donna Cicero
1615 Amherst Manor Drive
Williamsville NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL514174

3c. Policy effective period
09/25/2020 to 09/24/2022

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 5/5/2021 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: Capital Fence (RES-2021-510 : Skatepark Fencing CRS #2604)

NYSIF
New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 166482906
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038

POLICYHOLDER	CERTIFICATE HOLDER
CAPITAL FENCE CO INC T/A XTREME VINYL 42 N ELLICOTT CREEK ROAD AMHERST NY 14228	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z2051 461-8	368934	04/01/2021 TO 04/01/2022	4/29/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2051 461-8, 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 POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
MARK T SCHIFERLE
SOL E/O CAPITAL FENCE CO INC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUN

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 136365149

Attachment: Capital Fence (RES-2021-510 : Skatepark Fencing CRS #2604)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23314 **RESOLUTION 2021-511** **ADOPTED**

Summer Staff Bonuses

Authorize the creation of a 2021 bonus program for part-time and seasonal Youth & Recreation Department staff to assist in recruitment and retention of qualified employees in response to the Covid-19 staffing shortage.

6/07/2021
Consent

FINANCIAL IMPACT:

Approximately $55,000.00 to come from HUD pandemic relief funds

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

2021 Covid-Related Summer Bonuses

A bonus will be issued to summer 2021 employees (at the end of the season) who meet all of the following criteria:

1. The employee must have worked the entire length of the season (opening date – closing date). (Summer Camp, June 28-August 20; Sports Clinics/Tennis/Archery/Playground Programs, June 28-August 13, Pools June 19-August 15)
2. The employee must have attended all mandatory orientations, trainings, in-services, meetings, etc. during the regular season and pre/post season.
3. Program staff employees must show up for all their shifts (entire length of shift). Lifeguards must show up for all their shifts (entire length of shift) or find shift coverage for the shifts they are unable to attend. This is for all request off types, and may not exceed two days in a row. If the department must find the coverage, the employee does not qualify for the bonus.
4. The employee must have had no disciplinary action for the entire season. This includes but is not limited to verbal, written, final or an investigation.

If the Town is forced to shut down the summer program after it has already started, the employee will receive (a) the bonus at a pro-rated amount based on how many weeks the program has already run for or (b) 50% of the bonus for the program they were hired for. The employee will be issued the lesser amount.

The bonus will be submitted to the finance department on or around September 1, 2021 to issue to Summer 2021 employees. The attached "End of Season Qualification Form" would be used. Employees would be required to sign the "On-boarding Employee Acknowledgement of Summer Bonus Requirements" during the on-boarding process.

There is no guarantee that by offering a reimbursement or bonus that the Town will find enough applicants to run our summer programs. Further, if we do hire enough staff, this does not guarantee that there won't be a staffing shortage caused by COVID-19 and/or a closure/shut down or for any reason related or not related to COVID-19. If an employee is placed in quarantine by the Erie County Health Department, they must follow the Town of Amherst COVID-19 Quarantine Policy. This will not affect their bonus.

Bonus Amounts:

Camp Directors (who are not full-time Town of Amherst, CSEA-represented employees) $500
Head Lifeguards $500
Assistant Camp Directors (2nds) $400
Lifeguards (through August 20) $300
Lifeguards (through August 15) $250
Camp Counselors $250
All other program staff $200
Lifeguard subs who work 10 or more shifts $100

Attachment: 2021 Covid Summer Bonuses (RES-2021-511 : Summer Staff Bonuses)

On boarding Employee Acknowledgement of Summer Bonus Requirements

I understand that I will qualify for the Summer 2021 Bonus if and only if:

I understand that I must work the entire length of the season (opening date - closing date).

I understand that I must attend all mandatory orientations, trainings, in-services, meetings, etc. during the regular season and pre/post season.

I attend all my shifts that I am scheduled for (program staff) OR I find shift coverage for the shifts I am unable to attend (lifeguards). This is for all request off types and may not exceed two consecutive days. If the department must find my coverage then I do not qualify for the bonus.

I must have no disciplinary action for the entire season. This includes but is not limited to verbal, written, final or an investigation.

I understand that if the program shuts down for any reason including but not limited to COVID-19 my bonus amount may be affected and could be issued at a lesser amount and/or not issued at all.

The bonus amount is based upon my position and meeting all requirements above #1-#6.

Town of Amherst Youth & Recreation will submit the bonus requests for payment on or around September 1, 2021 to issue the bonus to qualifying summer 2021 employees.

Print Name (First, Last)

Signature

Date

Attachment: 2021 Covid Summer Bonuses (RES-2021-511 : Summer Staff Bonuses)

End of Season Qualification Form

Employee Name

Position

Season

Did the employee work the entire season (opening date – closing date)? If the employee's employment ended early mark NO.
Circle: YES NO
Notes:

Did the employee attend all mandatory orientations, trainings, in-services, meetings, etc. during the regular season and pre/post season?
Circle: YES NO
Notes:

Did the employee show up for all their shifts and/or find shift coverage for those they could not/did not attend?
Circle: YES NO
Notes:

Did the employee have any disciplinary action (verbal, written, final, other) this season and/or were they a member of an investigation?
Circle: YES NO
Notes:

If the answers are as follows Q1 YES, Q2 YES, Q3 Yes and Q4 NO the employee qualifies for the Summer Bonus. If yes, this form will be submitted to the Finance Department for issuance on or around September 1, 2021.

Supervisor Name:

Signature:

Date:

Attachment: 2021 Covid Summer Bonuses (RES-2021-511 : Summer Staff Bonuses)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 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: 6/21/2021 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.

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**

Attachment: ProposedLocalLaw2021 (RES-2021-78 : Local Law Amending Chapter 19, Ethics)

~~Strikethrough~~ = Deleted language; Underline = Added language

(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.

§19-21~~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: 06/07/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22856 **RESOLUTION 2021-153** **TABLED (NO VOTE)**

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

DRAFT RESOLUTION
(2/22/21)

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

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

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

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

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

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

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

Sean Hopkins, Esq. presented.

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

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

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

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

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

Sean Hopkins, Esq. presented updated plans.

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

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

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

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

Sean Hopkins, Esq. presented updated plans.

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

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

1/18/2022

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

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

RESULT:	**TABLED (NO VOTE)**	**Next: 6/21/2021 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:
Virginia Hancock	2180 North Forest Rd
Rosemary Blando	2180 North Forest Rd

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

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

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

Memorandum

March 4, 2021

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

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

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

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

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

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

Cheryl E. Walfrand
Senior Real Property Appraiser

cc: David C. Marrano
Assessor

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

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

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Project**: Z-2020-06
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:

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

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

Title of Action:	Rezoning Request.
SEQR Status:	Type I
Description of Action:	Rezoning of 2.35± acres of land from NCD-SA to NCD-ND to allow a proposed 2-story, 8-unit apartment building.
Location:	2160 & 2170 North Forest Road (NCD), Town of Amherst, Erie County, New York
Petitioner:	Coromandel Estates Amherst, LLC

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

Reasons Supporting This Determination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

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

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

LOCAL LAW NO. _____-201_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

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

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

Section 1. Title.

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

Section 2. Legislative Findings and Intent.

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

Section 3. Amherst Zoning Map.

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

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

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

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

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

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

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

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

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

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

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

Section 4. Validity.

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

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

Section 5. Effective Date.

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

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

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Ellen M. Kost, AICP
Assistant Planning Dir

Town Board Agenda of February 22, 2021

February 9, 2021

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

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

Honorable Members:

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

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

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

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

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

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

continued . .

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

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

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

Objectives

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

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

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

The Building Department has approved the rezoning as submitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Permit Requirements:

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

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

Traffic Concerns:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-2-5 Permitted Uses

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

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

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

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

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

5-2-6 Dimensional Standards

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

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

5-2-6C Minimum Area. Not applicable

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

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

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

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

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

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

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

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

SEQR

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

RECOMMENDATION

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

Very truly yours,

DANIEL C. HOWARD, AICP
Planning Director

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

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

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

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

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

PROPERTY LOCATION
2160 & 2170 North Forest Road (NCD)

JAN29'21 AM 8:32 RCVD

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

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

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

WHEREAS the Planning Board finds that:

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

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

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

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

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

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

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

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

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

PETITIONER
Coromandel Estates Amherst LLC

PROPERTY LOCATION
2160 & 2170 North Forest Road (NCD)

JAN29'21 AM 8:33 RCVD

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

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

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

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

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

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

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

Original

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

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

Address Verified by Assessor's Office _____ VERIFIED BY DATE

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

Materials Checked by Building Dept. _____ RECEIVED BY DATE

Materials Received by Planning Dept. _____ RECEIVED BY DATE

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

REVISED
DEC 18 2020
TOWN OF AMHERST
PLANNING DEPT.

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

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

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

TO BE COMPLETED BY APPLICANT

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

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

Phone: 510-4338 Fax:

E Mail shopkins@hsr-legal.com

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

From: NCD-SA District

To: NCD-ND District

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

2160 and 2170 North Forest Road

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

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

5. **Owner of Land:**

Name: Allen and Kristen Guerin

Address: 270 Rosedale Boulevard, Amherst, NY 14226

Telephone:

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

Name: Sean W. Hopkins, Esq.

Address: 5500 Main Street, Suite 343

Williamsville, New York 14221

Tel: 716.510-4338 - E-mail: shopkins@hsr-legal.com

City State Zip Code

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

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

_____Option to purchase

_____Owner

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

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

Not Applicable.

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

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

Liber _____ Page _____

11. **Information on proposed project:**

A. Description of the character of the proposed development:

See Exhibit 5.

B. Rationale for rezoning request:

1. Why was this site chosen?

See Exhibit 5.

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

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

See Exhibit 5.

3. How will this rezoning impact surrounding properties?

See Exhibit 5.

4. How will this rezoning impact the school system?

See Exhibit 5.

12. Quantitative Data:

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

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

C. Gross Residential Density per acre 3.40 units per acre

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

E. Proposed Non-Residential Floor Area Not Applicable

13. Development Schedule:

Start Spring/Summer 2021

Finish 2022

Stages (# of) 1

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

The attached residential units will be leased to residential tenants.

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

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

Greenspace and landscaping will be privately owned and maintained.

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

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

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

See Exhibit 6.

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

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

See Exhibit 6.

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

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

See Exhibit 6.

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

1. Sanitary Sewer

Yes.

2. Storm Sewer/Drainage

Yes.

3. Water

Yes.

4. Other Yes.

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

See Exhibit 6.

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

See Exhibit 6.

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

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

See Exhibit 6.

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

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

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

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

Counsel for Petitioner
Signature of Petitioner

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

Notary Public, Erie County, New York

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AUTHORIZATION

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

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

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

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

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

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

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

Full Environmental Assessment Form Part 1 - Project and Setting

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

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

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

REVISED
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

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

- 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)

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

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

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

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

ii. During Operations:

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

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

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

If yes:

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

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

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

Describe:

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

If yes:

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

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

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

Describe:

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

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

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

- Construction: 3 tons per week (unit of time)
- Operation : 2 tons per month (unit of time)

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

- Construction: at the discretion of the contractor
- Operation: Project will follow town of Amherst recycling program

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

- Construction: NYSDEC approved landfill
- Operation: NYSDEC approved landfill

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

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No
If Yes:
i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
ii. Anticipated rate of disposal/processing:
- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No
If Yes:
i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

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

iii. Specify amount to be handled or generated _____ tons/month
iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No
If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.
i. Check all uses that occur on, adjoining and near the project site.
☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Asbury Pointe Retirement Community
ii. If mix of uses, generally describe:
There are a mixture of land uses in the vicinity of the Project Site including single-family homes, the Asbury Pointe Retirement Community and the Audubon Women's Health Medical Office.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0.9	+0.9
• Forested	.5	.5	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	1.8	.4	-1.4
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: lawn/landscaping		0.3	+1.4

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

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):

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

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☐No

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >5 feet

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

c. Predominant soil type(s) present on project site:
Cosad loamy fine sand 100 %
_____ %
_____ %

d. What is the average depth to the water table on the project site? Average: >5 feet

e. Drainage status of project site soils:
☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☑ Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

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

h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

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

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

- Streams: Name 837-25 Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☑Yes ☐No
If yes, name of impaired water body/bodies and basis for listing as impaired:
Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life

i. Is the project site in a designated Floodway? [There will not be any development in the Floodway associated with Ellicott Creek.] ☑Yes ☐No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Yes:

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

ii. Name: _____

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

_____

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

[Note: A copy of the No Impact determination letter issued by the NYS Office of Parks, Recreation and Historic Preservation dated October 30, 2020 is provided at Attachment "B" of this Amended Part 1 of the Full EAF.]

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Coromandel Estates Amherst LLC Date December 17, 2020

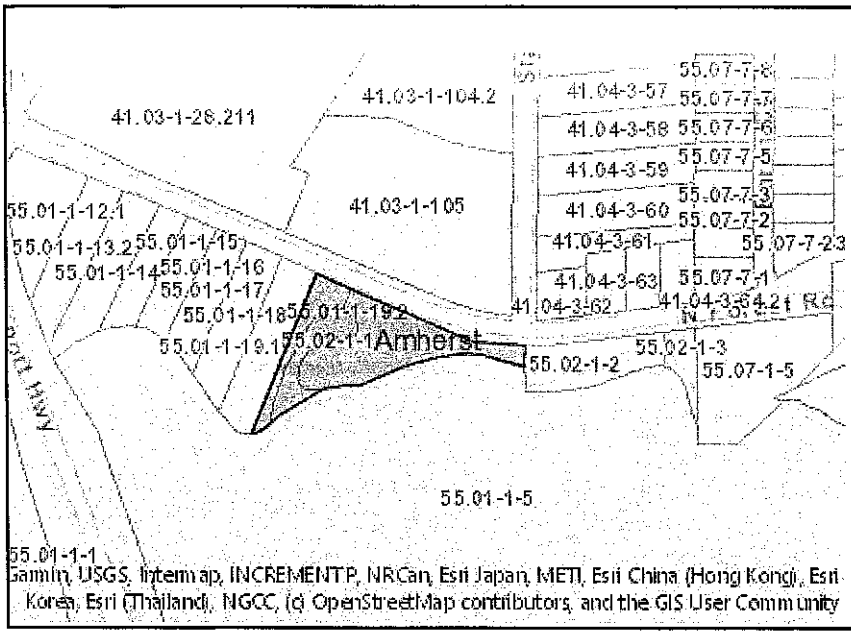
Signature _____ Title Counsel for Project Sponsor

PRINT FORM

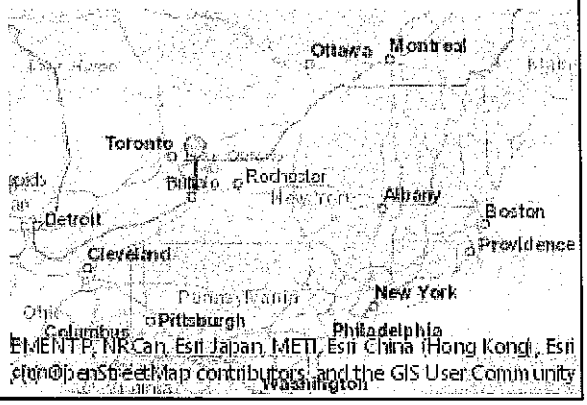
Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)

EAF Mapper Summary Report

Monday, August 17, 2020 7:45 AM



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	837-25
E.2.h.iv [Surface Water Features - Stream Classification]	B
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs – Nutrients;Silt/Sediment – Aquatic Life

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

E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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

Attachment "A" of Amended Part 1 of Full Environmental Assessment Form – Wetland Investigation Letter of Scott J. Livingstone of Earth Dimensions, Inc. dated July 7, 2020

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

EARTH DIMENSIONS, INC.
* Soil & Hydrogeologic Investigations * Wetland Delineations
1091 Jamison Road, Elma NY 14059
(716) 655-1717 * Fax (716) 655-2915 www.earthdimensions.com

July 7, 2020 W4E87a

Thiru Vikram
4515 Chestnut Ridge Road
Amherst, New York 14228

Re: Preliminary Wetland Investigation – 1.9± acres
2160-2170 North Forest Road
Town of Amherst
Erie County, New York

Dear Mr. Vikram:

Earth Dimensions, Inc. (EDI) has completed a preliminary wetland investigation at the above referenced site for the purpose of identifying potential regulated wetlands and waterways. The site investigation was conducted on July 7, 2020. The attached map depicts the limits of our investigation. EDI did not identify any federally regulated wetlands as defined by the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manuals within the limits of investigation. However, Ellicott Creek abuts the site on the south boundary and would be regulated by USACE under Section 404 of the Clean Water Act.

The New York State Department of Environmental Conservation (NYSDEC) On-line Resource Mapper does not depict any Freshwater Wetlands within or adjacent to the subject parcel. NYSDEC, thus, has no jurisdiction over any wetlands within the site. However, Ellicott Creek is a Class B stream and is regulated under Article 15 of New York Conservation Law.

Based on this investigation, it is our professional opinion that as long as no disturbance is proposed to the bed and banks of Ellicott Creek, your project may move forward without the need for a Section 404 permit from USACE or Article 15 permit from NYSDEC. Should your project propose impacts to the bed or banks of Ellicott Creek, we recommend that a Joint Application for permit be submitted to USACE and/or NYSDEC with a request for a Section 404 and/or an Article 15 permit, respectively.

If you have any questions, please contact our office at (716) 655-1717 or email slivingstone@earthdimensions.com.

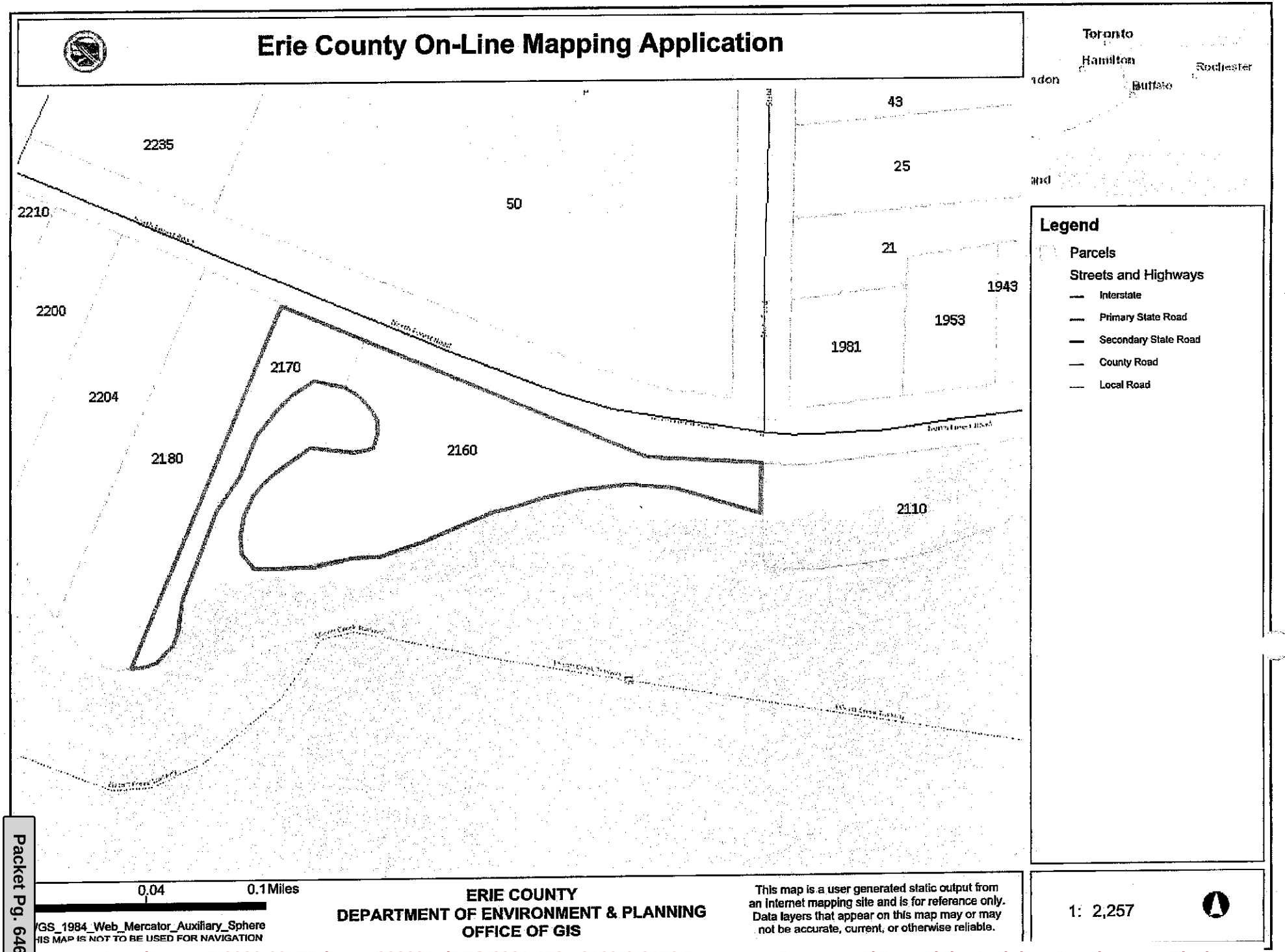
Very truly yours,
Earth Dimensions, Inc.

Scott J. Livingstone
Wetlands Operations Manager

Encl.

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

Erie County On-Line Mapping Application



ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

GS_1984_Web_Mercator_Auxiliary_Sphere
HIS MAP IS NOT TO BE USED FOR NAVIGATION

Attachment "B" of Amended Part 1 of Full Environmental Assessment Form – No Impact Determination Letter of Josalyn Ferguson of the New York State Office of Parks, Recreation and Historic Preservation dated October 30, 2020

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

NEW YORK STATE OF OPPORTUNITY | Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ERIK KULLESEID
Commissioner

October 30, 2020

Roberta Rappoccio
Associate Planner
Town of Amherst, NY Planning Department
5583 Main Street
Amherst, NY 14221

Re: DEC
Rezoning for 18-Unit 3-story New Construction Project
2160 North Forest Rd, Amherst, Erie County, NY
20PR05460
Z-2020-06

Dear Roberta Rappoccio:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the Phase I Archaeological Reconnaissance Survey report prepared by the University at Buffalo's Archaeological Survey (Whalen & Angelini, October 2020; 20SR00539) in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation, and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources.

Based on this review, it is OPRHP's understanding that no archaeological sites were identified during the above-noted investigation, and we concur with the report's conclusion that no further archaeological investigations are warranted. It is, therefore, OPRHP's opinion that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project. Should the project design be changed OPRHP recommends further consultation with this office.

If you have any questions, I can be reached via e-mail at Josalyn.Ferguson@parks.ny.gov.

Sincerely,

Josalyn Ferguson, Ph.D.
Scientist Archaeology

via email only

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

Exhibit 3 – Legal Description of Property to be Reclassified from NCD-SA to NCD-ND

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

EXHIBIT 3 OF AMENDED APPLICATION

LEGAL DESCRIPTION OF PROPERTY TO BE RECLASSFIED FROM NCD-SA TO NCD-ND – 2160 AND 2170 NORTH FOREST ROAD

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

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

THENCE: Southerly, along the centerline of Stahl Road extended southerly, a distance of 108 feet more or less to the north bank of Ellicott Creek;

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

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

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

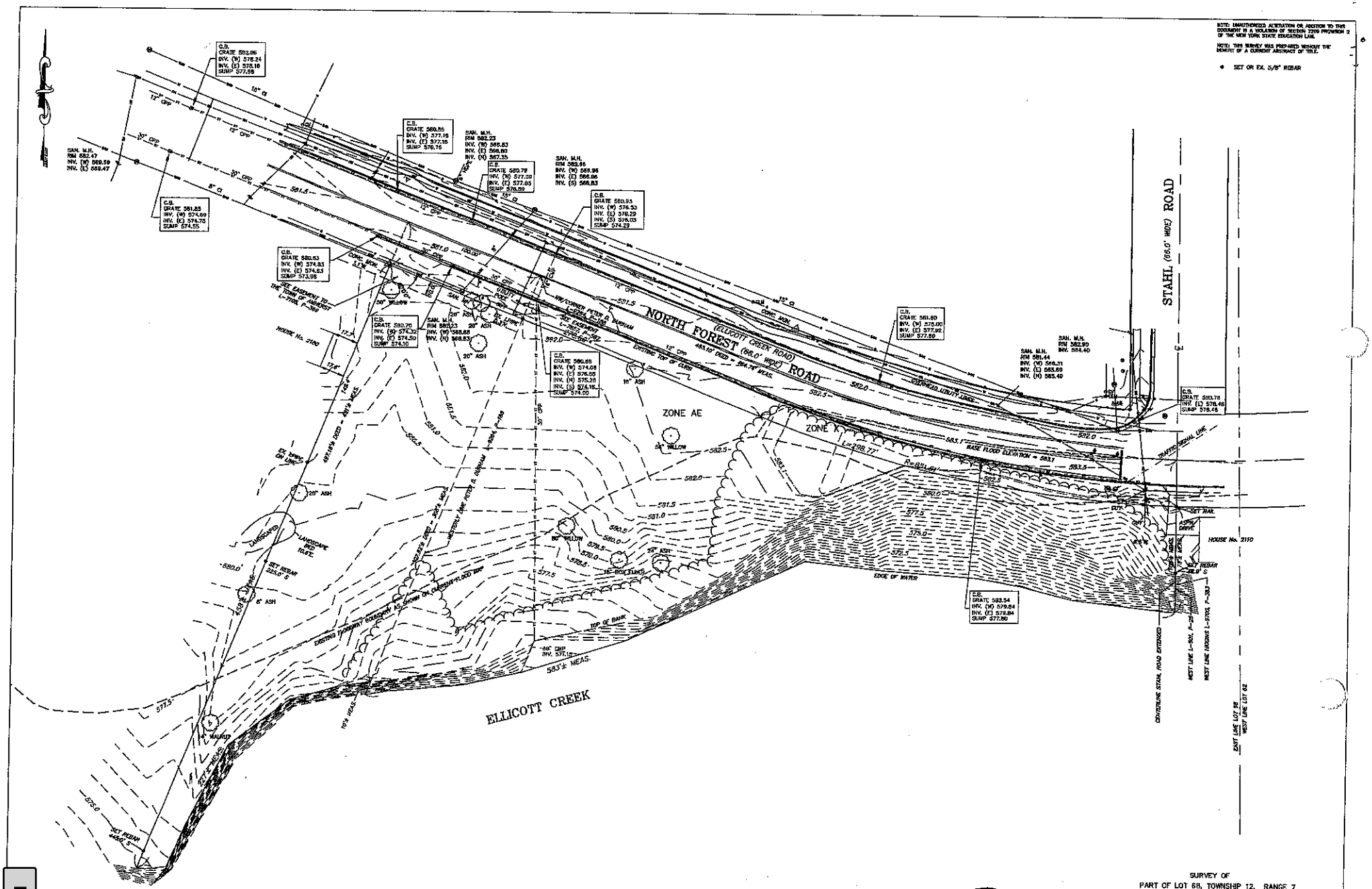
THENCE: Northerly along a line parallel with the west line of said Peter D. Durham lands distant 100.00 feet westerly therefrom measured at right angles, a distance of 491 feet more or less to the centerline of North Forest Road;

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

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

Exhibit 4 – Reduced Size Copy of Survey of 2160 and 2170 North Forest Road as Prepared by GPI Surveying dated July 13, 2020

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



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

Exhibit 5 – Responses to Questions 11A & 11B of the Rezoning Application

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

EXHIBIT 5

AMENDED APPLICATION TO RECLASSIFY 2160 AND 2170 NORTH FOREST ROAD FROM NCD-SA TO NCD-ND

Question 11(A): **Description of the character of the proposed development:**

Response to Question 11(A): The modified layout of the proposed residential project is depicted on the updated Concept Site Plan prepared by Silvestri Architects P.C. A full size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 12/16/20] is attached to this Amended Application and a reduced size copy is also provided at Exhibit "7". The updated layout of the proposed residential project consists of a two-story building consisting of eight (8) units for lease with related site improvements as depicted on the updated Concept Site Plan. It is important to mention that the updated Concept Plan reflects a deliberate effort made by the project team to reduce the density of the proposed multifamily project that previously consisted of a three-story building with eighteen (18) units. A copy of the previous Concept Plan for the project as prepared by Carmina Wood Morris DPC is provided at Exhibit "8" of this Amended Application.

It is important to mention that the layout of the proposed project as depicted on the updated Concept Site Plan provided is not meant to represent the final layout of the proposed project since modifications may be necessary based on the project review process and the preparation of fully engineered plans.

Question 11(B)(1): **Rationale for rezoning request: 1. Why was this site chosen?**

Response to Question 11(B)(1): The Project Site is an appropriate location for the proposed project given its location on North Forest Road in an area that consist of a mixture of uses and zoning

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

classifications. The Project Site was listed for sale and the Petitioner has entered into a contract to purchase the Project Site.

Question 11(B)(2): Why cannot land be used with the existing zoning?

Response to Question 11(B)(2): The Project Site is currently zoned NCD-SA. The allowable uses of property zoned NCD-SA are extremely limited given that the NCD-SA classification is intended for agricultural uses in rural areas.

Question 11(B)(3): How will this rezoning impact surrounding properties?

Response to Question 11(B)(3): The requested reclassification of the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project will not result in any potentially significant adverse impacts on surrounding properties. The density of the proposed residential project has been reduced from eighteen (18) units to eight (8) units as depicted on the updated Concept Plan prepared by Silvestri Architects P.C. [Drawing AS-101 – Date: 12/16/20]. An effort has been to reduce the density of the residential project and also to design the residential project to minimize environmental impacts associated with the proximity of Ellicott Creek. A completed Amended Part 1 of the Full Environmental Assessment Form prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is attached as Exhibit "2".

Question 11(B)(4): How will this rezoning impact the school system?

Response to Question 11(B)(4): The proposed project will have positive impacts on the school district since the project will generate annual property taxes to be received by taxing jurisdictions. The proposed project will not generate a substantial demand for educational services.

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

Exhibit 6 – Responses to Questions 16A, 16B, 16D & 16E of the Rezoning Application

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

EXHIBIT 6

AMENDED APPLICATION TO RECLASSIFY 2160 AND 2170 NORTH FOREST ROAD FROM NCD-SA TO NCD-ND

Question 16(A)(1): **State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps and/or figures in the plan that support the proposed zoning at this location.**

Response to Question 16(A)(1): The request to reclassify the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project consisting of eighteen attached units for lease is consistent with the adopted Bicentennial Comprehensive Plan. The Town of Amherst adopted the Bicentennial Comprehensive Plan in January of 2007 after completing a lengthy planning process that included numerous public meetings and public hearings involving the Comprehensive Plan Advisory Committee, the Planning Board and the Town Board.[1] On September 3, 2019, the Town Board most recently adopted an amendments to the Bicentennial Comprehensive Plan. The Comprehensive Plan is intended to guide future growth and redevelopment in the Town.

Figure 6 of the Bicentennial Comprehensive Plan is the Conceptual Land Use Plan and it depicts the Project Site as being appropriate for "Mixed Residential" use. A copy of Figure 6 of the Comprehensive Plan is provided at Exhibit "9". The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development in the Town of Amherst. The Mixed-Residential land use category is described in Chapter 3 of the Comprehensive Plan as

[1] A copy of the resolution adopted by the Town Board on January 2, 2007 for the purpose of adopting the Bicentennial Comprehensive Plan pursuant to Town Law Section 272-a is included at the beginning of the Comprehensive Plan. This resolution recites the lengthy planning history that incorporated numerous opportunities for public input as well as a coordinated environmental review pursuant to SEQRA that involved the preparation a Generic EIS and the issuance of a Findings Statement.

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

being appropriate for a residential density of 4-12 units per acre the density of the proposed project is 7.66 units per acre.

Question 16(A)(2): Cite all text, map, and/or figures that must be amended to support the proposed zoning at this location and provide detailed suggested amendments.

Response to Question 16(A)(2): The adopted Comprehensive Plan does not need to be amended to accommodate the requested reclassification of the Project Site from NCD-SA to NCD-ND.

Question 16(A)(3): State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

Response to Question 16(A)(3): Section 1-2-1 of the Zoning Code is titled "Purpose" and it states as follows:

> *"The purpose of this Zoning Ordinance and the intent of the legislative authority in its adoption is to promote the environment of the town and its public health, safety, convenience, comfort, prosperity and the general welfare by regulating the use of buildings, other structures and land for residences, open space, public facilities, business, services, industry or other purposes; by regulating and restricting the bulk, height, design, building coverage and location of structures; by regulating and limiting population density; and for the aforesaid purposes, to divide the land within the limits of the town into districts of such number and dimensions generally consistent with the policies of the Comprehensive Plan and to provide procedures for the administration and amendment of said Zoning Ordinance."*

The request reclassification of the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project is consistent with the "Purpose" of the Zoning Code. Section 1-2-2 of the Zoning Code sets forth the objectives of the Zoning Code. This section of the Zoning Code lists thirteen (13) objectives that are discussed below as follows:

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

A. To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development;

Response: The proposed project will be consistent with the objective of protecting the character and value of existing land uses and represents orderly and beneficial development.

B. To provide adequate open spaces for light, air and outdoor uses to include public, common and private open space areas;

Response: The proposed project is consistent with this objective.

C. To prevent overcrowding of land;

Response: The proposed residential project will not result in the overcrowding of land.

D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;

Response: The proposed residential project will not result in an excessive concentration of population. The proposed residential project is not an example of uncoordinated development.

E. To regulate and control the location and spacing of buildings on the lot and in relation to the surrounding property generally consistent with the policies of the Comprehensive Plan.

Response: The requested reclassification of the Project Site from NCD-SA to NCD-ND and the proposed residential project are consistent with the policies of the Comprehensive Plan.

F. To protect persons and property from damage and injury due to fire or flood;

Response: The Site Plan review process will trigger the need for an Engineer's Report and SWPPP prepared by a licensed engineer to be prepared for review and approval by the Town's Engineering Department. The residential project will not increase the

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

likelihood of damage and injury due to fire and flood. The proposed project will be constructed per the stringent requirements of the NYS Building Code including the fire safety standards contained therein.

G. **To preserve and protect significant natural features and vegetation, thereby preventing ecological damage and visual blight which occur when those features or vegetation are eliminated or substantially altered to serve development purposes only.**

Response: The proposed residential project will not be inconsistent with this objective.

H. **To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.**

Response: The development of the Project Site in a manner consistent with the updated Concept Site Plan depicting a two-story building with 8 units will result in a residential project that is aesthetically harmonious with nearby areas and structures.

I. **To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety.**

Response: The proposed residential project will not result in any potentially significant traffic impacts and only curb cut will be provided onto North Forest Road, which is an Erie County Highway. The potential traffic impacts of the proposed project will be evaluated in connection with the coordinated environmental review of the project pursuant to SEQRA.

J. **To establish zoning patterns that insure economical extensions for sewers, water supply waste disposal and other public utilities, as well as development of recreation, schools and other public facilities;**

Response: The Project Site has access to sanitary sewer and water lines as well as necessary public utilities.

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

K. To guide the future development of the town so as to being the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan.

Response: The proposed reclassification of the Project Site from NCD-SA to NCD-ND is consistent with this objective since the project is generally consistent with the recommended land use category of "Mixed Residential" as well as the planning objectives and policies in the Comprehensive Plan.

L. To accomplish the specific intents and goals set forth in the introduction to the respective sections.

Response: The proposed residential project is consistent with this objective.

M. To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

Response: The proposed residential project will not be inconsistent with this objective.

Question 16(C): Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

Response to Question 16(C): The proposed project is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood.

Question 16(D): Suitability of the subject property for uses permitted by the current versus the proposed district:

Response to Question 16(D): The Project Site is not suitable for agricultural uses allowed in the NCD-SA district given its size, location and nearby land uses.

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

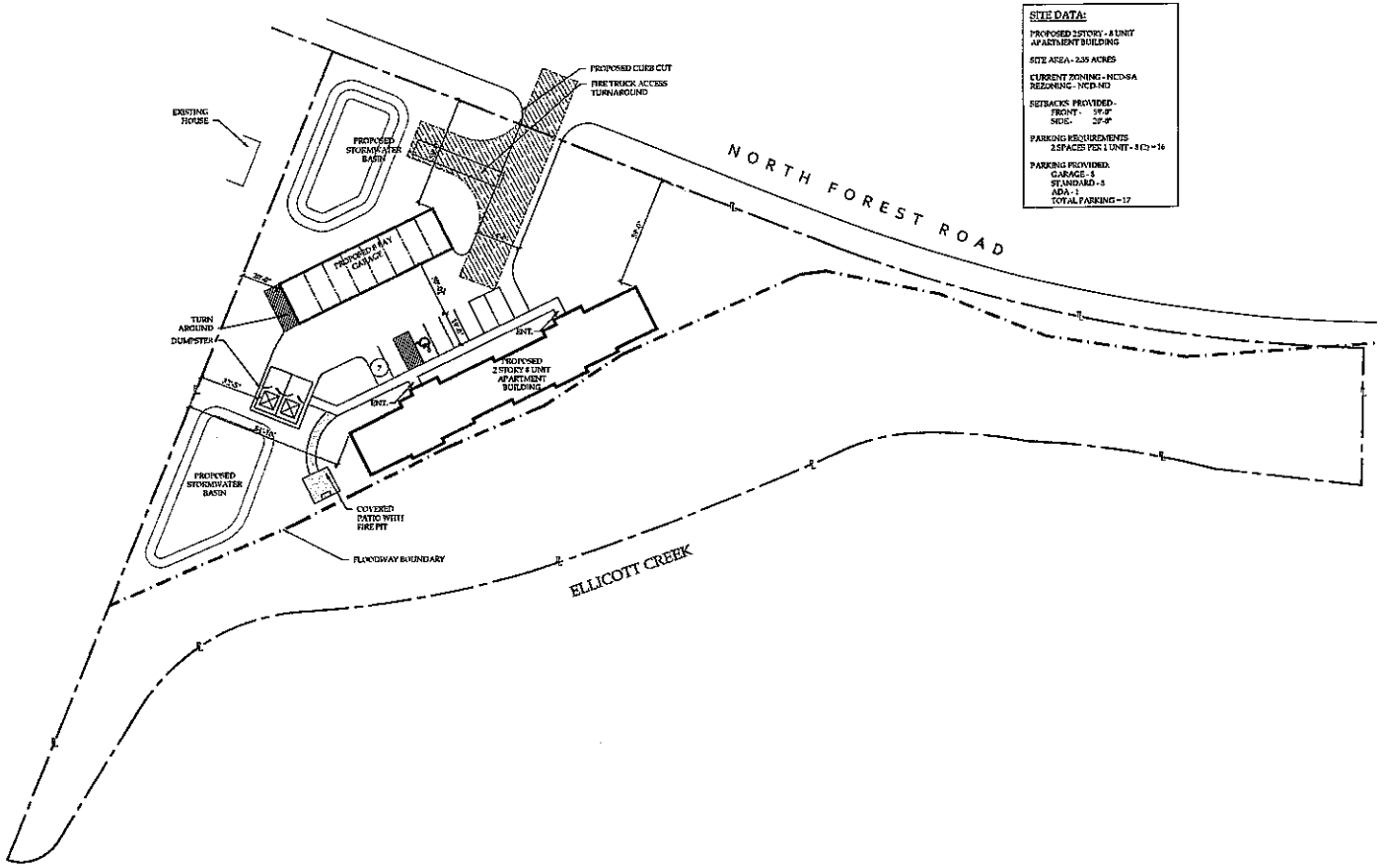
Question 16(E): **Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:**

Response to Question 16(D): The requested reclassification of the Project Site from NCD-SA to NCD-ND to accommodate the proposed residential project will have positive impacts on the balance of uses in the Town since there is demand for upscale attached residential units for lease in the Town.

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

Exhibit 7 – Reduced Size Copy of the Updated Concept Site Plan for the Proposed Project as Prepared by Silvestri Architects PC [Drawing AS-101 – Date: 12/16/20] [Note: A full size copy of Updated Concept Site Plan is also attached to this Amended Application]

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



NOTICE

This document, the property of, prepared and issued by the architect, is submitted for the specific project named _____ and the recipient by accepting this document assumes custody and agrees that this document will not be copied or reproduced in part or in whole, and any special features peculiar to this design shall not be incorporated in any other project, unless prior agreement has been obtained in writing. These documents will be returned immediately upon completion of the project or upon the request of the architect.

This document is the exclusive property of the architect, no rights to ownership are transferable or shall be lost by the filing of this document with any and all public authorities for the purpose of compliance with Codes and or Ordinances, i.e. Building Permit, etc.

NORTH FOREST APARTMENTS

2160-2170 North Forest Rd
Amherst, ny

ISSUE:

SA PROJECT TEAM: PRINCIPAL R.Silvestri
PROJ. ARCH. S.Hunt DRAFTER B.Meinhardt
JOB CAPT. _____ INTERIORS K. Hanssen

SEAL:

TITLE:

CONCEPT SITE PLAN

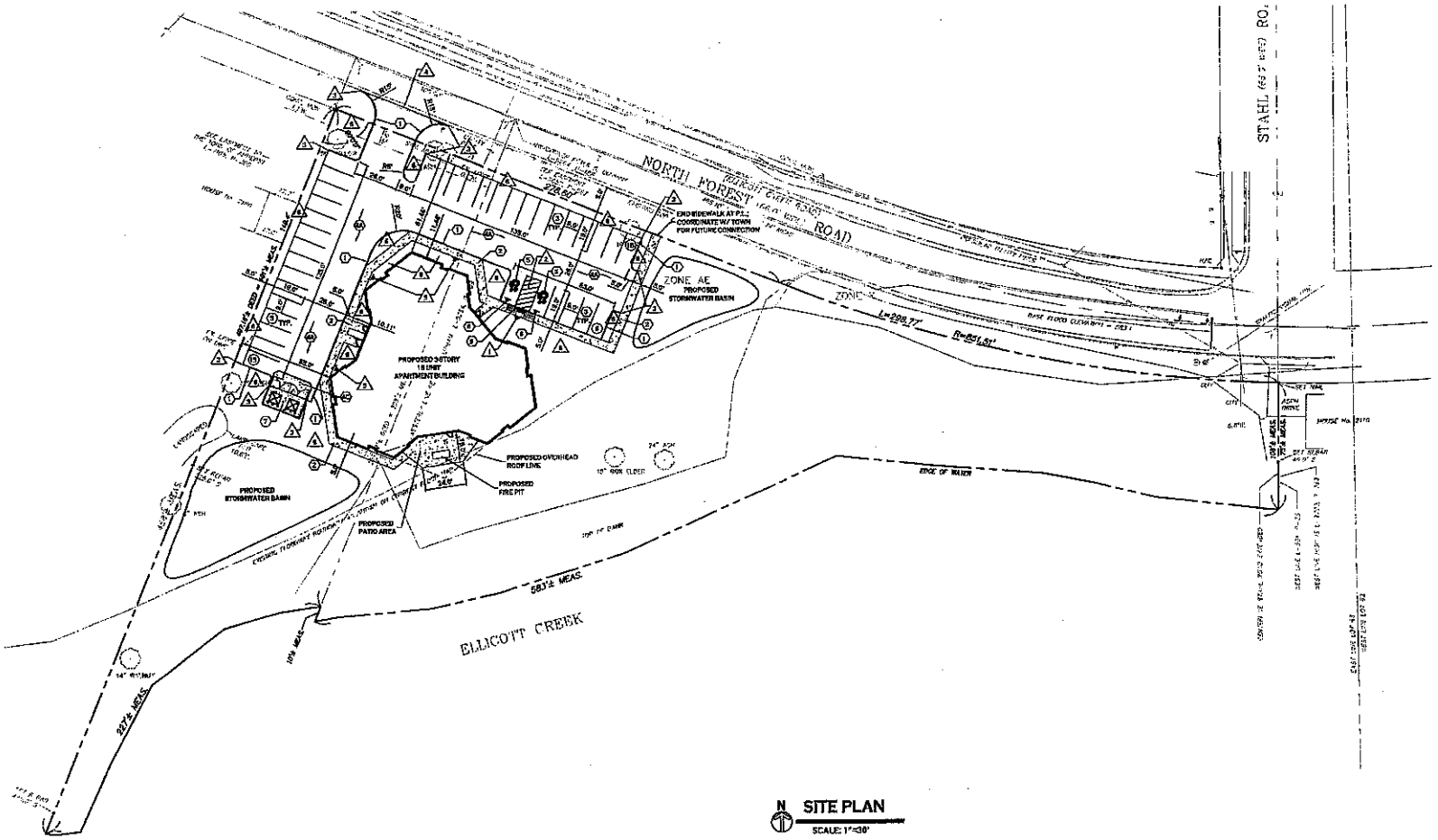
SILVESTRI
ARCHITECTS • PC
1321 MILLERSPORT HWY PH. 716.691.0909
AMHERST, NY 14221 FAX 716.691.4773

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

DRAWING #: AS-101

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)



SITE DATA

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

PARKING REQ'D: 2 SPACE PER UNIT.
18 UNITS x 2 = 36 SPACES REQ'D.
56 SPACES PROVIDED.

SITE LEGEND

- PROPERTY LINE
- PROPOSED CONCRETE CURB
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SIGN
- PROPOSED PARKING NUMBER (27)
- PROPOSED LIGHT POLE
- PROPOSED WALL MOUNTED LIGHT

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
4A. 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. BOXOUT 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

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CA RHEIN, WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30 0 30 60FT.

© Carmina Wood Morris DPC
All plans, record, Rights of these documents without the expressed written permission of Carmina Wood Morris PC is prohibited. WARNING: It is a violation of article 145 section 7209 of the New York State education law for any person, unless acting under the direction of a registered architect, licensed engineer or land surveyor to alter this drawing. If altered each P.E., P.E. or L.S. shall affix to the item and specification, and a specific description of the alteration.

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

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

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

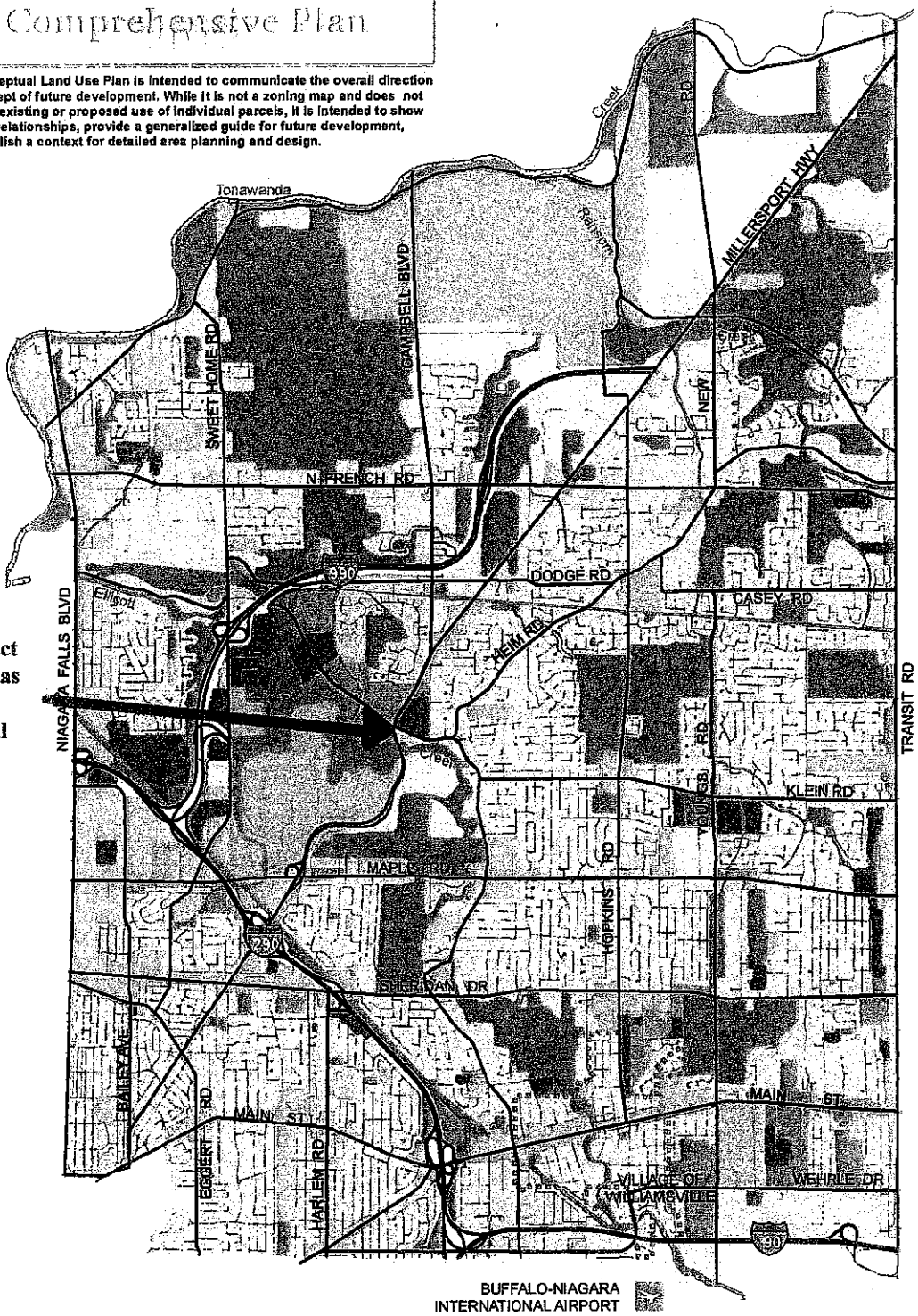


FIGURE 6

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

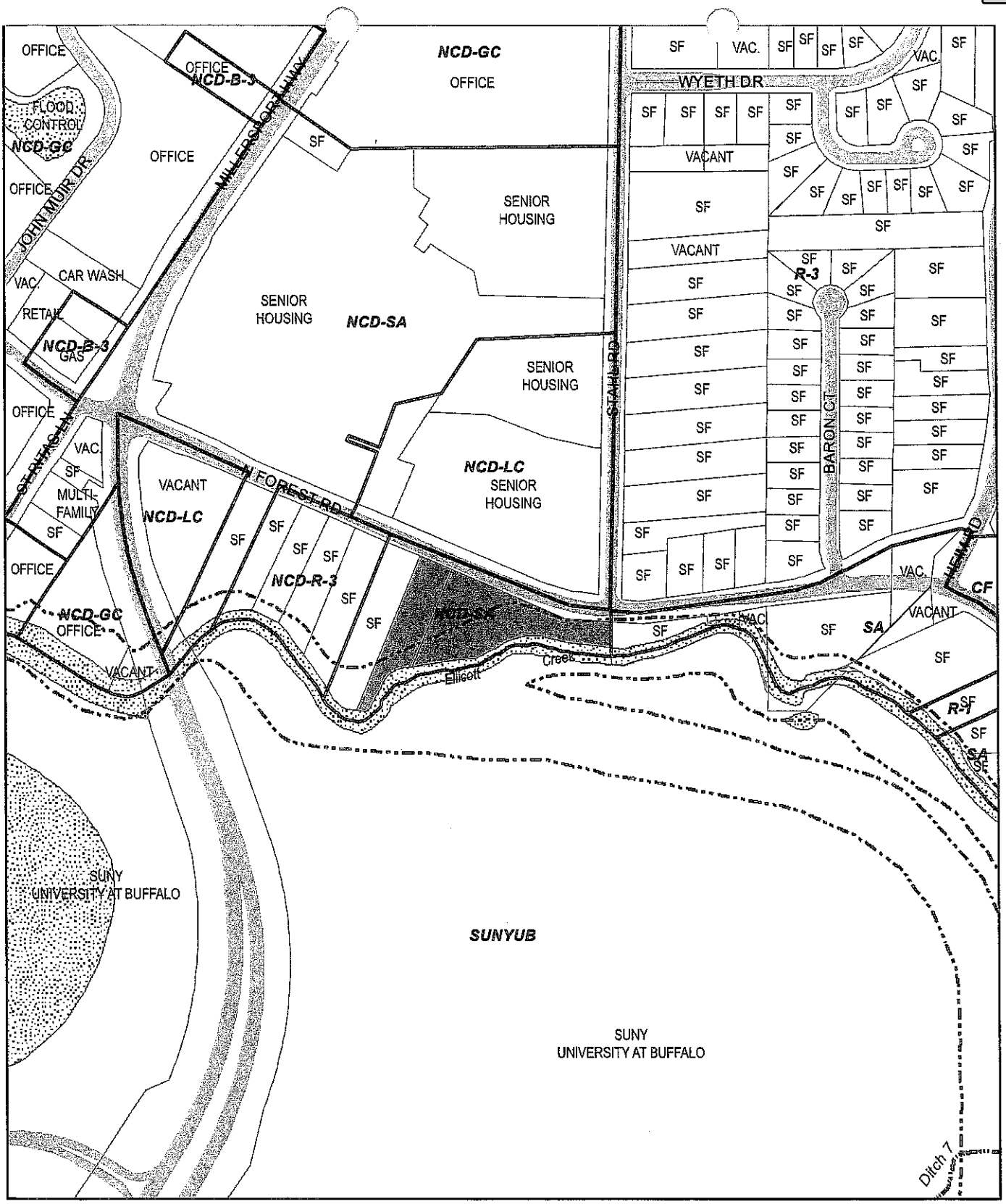
Map Compiled by the Town of Amherst Planning Department

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

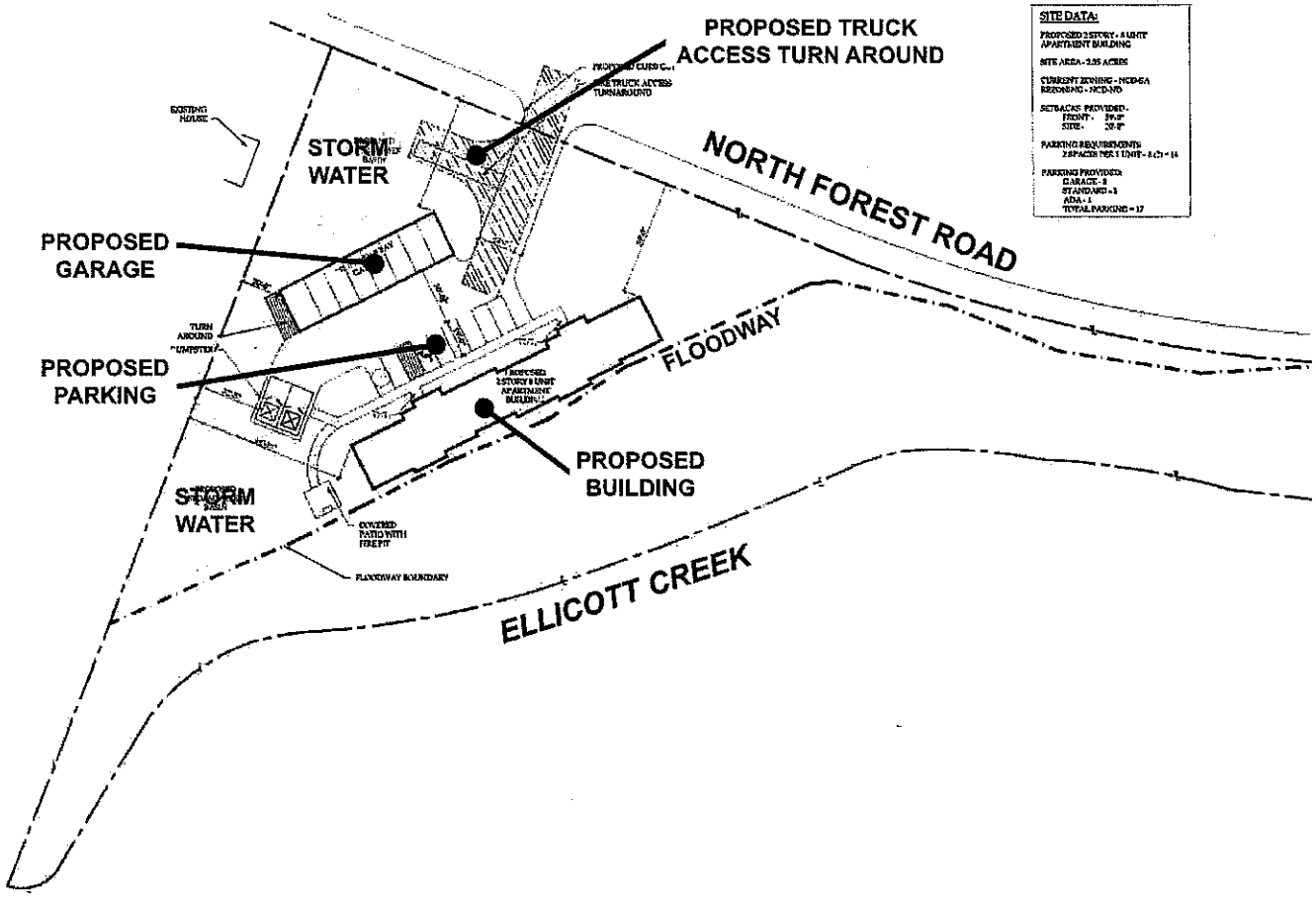
January 21, 2021

2160 & 2170 North Forest

Floodway Boundary

Prepared by the Town of Amherst Planning Department

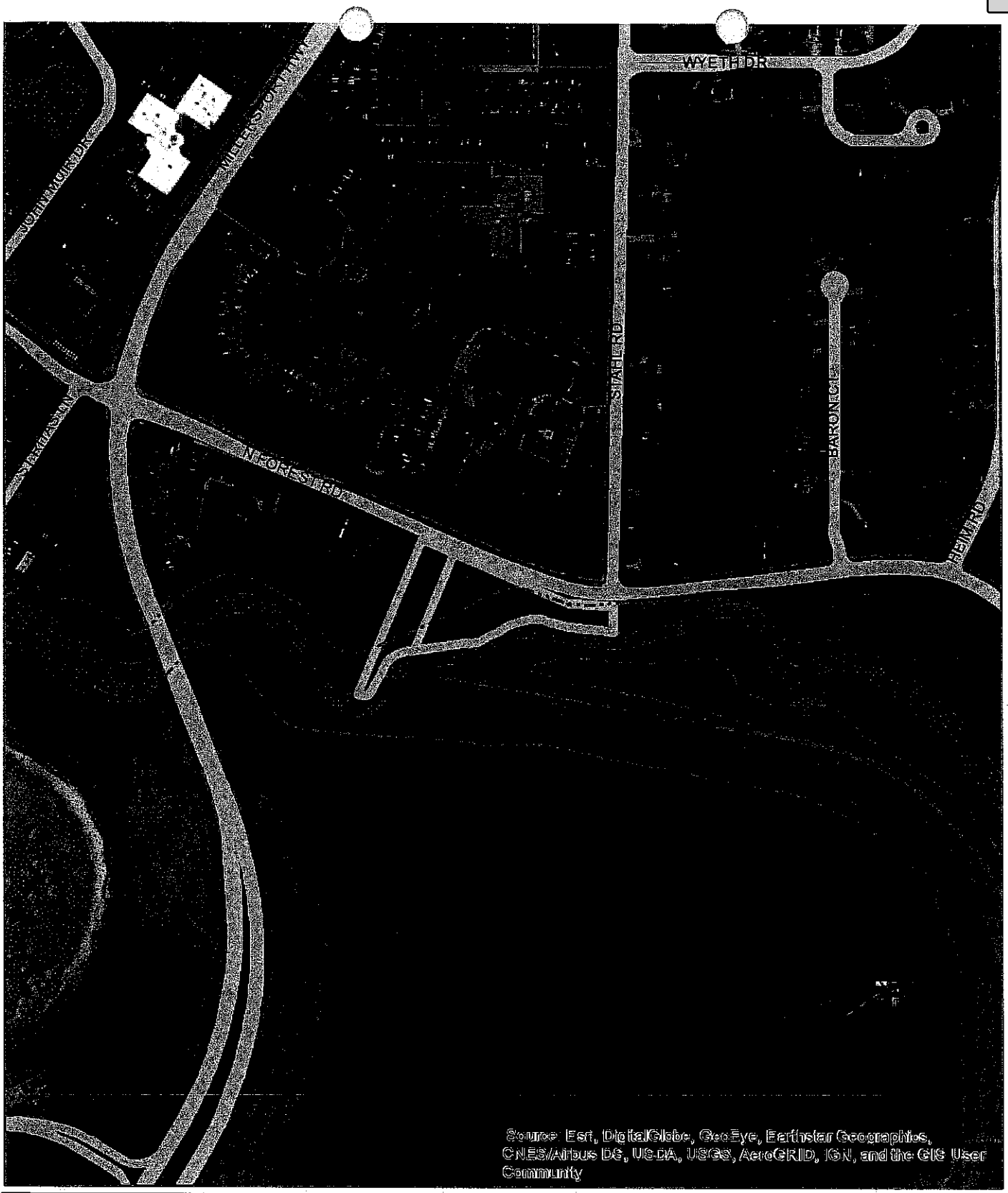
Attachment: Z-2020-06_TB letter_022221 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon Development Plan)



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*

RECEIVED
DEC 17 2020
TOWN ATTORNEY

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
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
JAN 05 2021
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 at this time

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

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

Signature: Stanley Sliwa **Date:** 1/4/2021

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
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 21 2020
TOWN ATTORNEY

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
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
JAN 05 2021
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: N/A

General comments relative to your agency interests: N/A

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

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

Signature: _____ **Date:** 12/29/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

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 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
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

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

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*

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
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

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*

RECEIVED
Williamsville Central School District
DEC 23 2020
Asst Superintendent for
Finance & Management Services

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

MEMORANDUM December 18, 2020

RECEIVED
DEC 21 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
Chris Wood, Carmina Wood Morris, 487 Main St., Suite 500, Buffalo NY 14203
Christina Barmosz, Silvestri Architects, 1321 Millersport Hwy., Amherst, NY 14221
David Pawlik, Creative Structures Services, 550 Seneca St., Suite 100, Buffalo NY 14204

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

Amherst

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

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

TOWN OF AMHERST ENGINEERING DEPARTMENT
2020 DEC 22 P 12:37

MEMORANDUM December 18, 2020

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
ECHWY
NYSDEC
Williamsville Central School District

RECEIVED
DEC 28 2020
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director EMK

SUBJECT: PROPOSED AMENDMENT #73 TO THE AUDUBON NEW COMMUNITY DEVELOPMENT PLAN TO RECLASSIFY 2.35± ACRES OF LAND FROM **NCD-SA** TO **NCD-ND**; PROPERTY LOCATED AT **2160 and 2170 NORTH FOREST ROAD (NCD);** COROMANDEL ESTATES AMHERST, LLC, PETITIONER. **Z-2020-06**

REVISED APPLICATION AND CONCEPT PLAN:
Received December 18, 2020

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: NONE

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

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

Signature: _____ **Date:** 12/24/20

EK/jfa
X:\Current_Planning\Files\Rezonings\2006\Z-2006-06_(9290_Transit_Rd)_2006\Z-2020-06_Rev_Transmittal_Application & Concept Plan_121820.doc

cc: Scott Marshall, Principal Planner
Coromandel Estates Amherst LLC, c/o Sean Hopkins, 5500 Main St., Suite 343, Williamsville, NY 14221
Thiru Vikram, c/o Coromandel Estates LLC, 4515 Chestnut Ridge Road, Unit 106, Amherst NY 14228
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 origirated 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)

Z-2020-06 13.2.d

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

CONFIDENTIALITY NOTICE: The information contained in this email message is intended only for the personal and confidential use of the designated recipients named above. This message is an attorney-client communication or may be subject to a common interest privilege / protection, and as such, is privileged and confidential. If the reader of this message is not the intended recipient or any agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone 716-684-3333.

This email has been checked for viruses by Avast antivirus software.
www.avast.com

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

Amherst Planning Board
5583 Main Street
Williamsville, New York 14221

Via email to: acarrato@amherst.ny.us

Re: Request to Approve Amendment #73 of the Audubon New Community Development Plan to Reclassify Property located at 2160 and 2170 North Forest Road.

To Whom It May Concern:

My wife and I are the owners and residents of 2180 North Forest Road, the property immediately adjoining the subject property. We have resided there over 23 years. We are hereby expressing our **strong opposition** to the above referenced matter which is scheduled for consideration by the Town Planning Board on Thursday, October 15th.

PROCEDURAL MATTER:

Prior to setting forth our concerns about the proposed project, I wish to raise a **procedural** concern. I am very concerned that there has been insufficient notice given of the upcoming hearing. In preparation for the hearing, I attempted to contact local residents to gauge their interest in the matter. I was advised that the Beechwood Campus and, specifically, the residents of Asbury Point, located directly across from the subject property on North Forest Road, were **not** given notice of the hearing. In addition, in speaking with the residents of eight (8) other parcels in close proximity to the subject, three (3) residents advised that they had **not** received any notice whatsoever. I attempted to contact other residents without success, perhaps because of the Covid 19 times in which we are living. I am therefore respectfully requesting that the Town insure that all reasonable efforts are made to assure that all Town Residents potentially impacted by the requested action be afforded their basic right to Notice and an Opportunity to be Heard.

SUBSTANTIVE MATTERS:

I would like to address the Request from two (2) perspectives.

I. **Character of the Neighborhood and the Subject Property:**

The property in question is the eighth parcel on the west side of North Forest Road, south of Millersport Highway. It is the last parcel on North Forest before Stahl Road and is immediately adjacent to the "zombie" property, known throughout Amherst as "that white house". The seven parcels between it and Millersport consist of six (6) single family ranch homes and one (1) one- story building, housing a Women's Medical Center. The Medical Center is on the corner of Millersport Highway (a commercial thoroughfare) and North Forest Rd. There is a substantial fenced buffer zone between the Medical Center and the first residential property, including an area dedicated to a Stormwater Management Practices Bio-retention Project, permitted by the NYS Dept. of Environmental Conservation. The rear of all the ranch homes, as well as the subject property, abut Ellicott Creek.

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

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)

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;

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.
Lisa Dennis Cummings 2220 N. Forest Rd.
Sterling Lawson 1881 N. Forest Rd
Joan Amico, 1936 North Forest, Amh NY 14221
Steve Amico, 1936 North Forest, Amh NY 14221

October 2020

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

Town of Amherst Planning Board

5583 Main Street

Williamsville, NY 14221

We, the undersigned, being residents of North Forest Rd. between Stahl Rd and Millersport Highway, hereby **OPPOSE** the request filed by the petitioner **Coromandel Estates Amherst, LLC**, to approve amendment # 73 of the Audubon New Community Development Plan to reclassify 2.35 acres, more or less, of land located at 2160 and 2170 North Forest Rd.

George De Rosa
2220 North Forest Road, Williamsville, N.Y. 14221
Allen Miles
25 Stahl Rd, Getzville 14068 Allen Miles
[illegible]
[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
GEOTECHNICAL
INEERING SERVICES

☒ CORPORATE/
BUFFALO OFFICE
5167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

☐ ALBANY OFFICE
PO Box 2199
Ballston Spa, NY 12020

5 Knabner Road
Mechanicville, NY 12118
Phone: (518) 899-7491
Fax: (518) 899-7496

☐ CORTLAND OFFICE
60 Miller Street
Cortland, NY 13045
Phone: (607) 758-7182
Fax: (607) 758-7188

☐ ROCHESTER OFFICE
535 Summit Point Drive
Henrietta, NY 14467
Phone: (585) 359-2730
Fax: (585) 359-9668

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)

WMA ENGINEERING DPC|DBA
EMPIRE GEOTECHNICAL
ENGINEERING SERVICES

CORPORATE/
BUFFALO OFFICE
5167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

ALBANY OFFICE
PO Box 2199
Ballston Spa, NY 12020

5 Knaibner Road
Mechanicville, NY 12118
Phone: (518) 899-7491
Fax: (518) 899-7496

CORTLAND OFFICE
60 Miller Street
Cortland, NY 13045
Phone: (607) 758-7182
Fax: (607) 758-7188

ROCHESTER OFFICE
535 Summit Point Drive
Henrietta, NY 14467
Phone: (585) 359-2730
Fax: (585) 359-9668

Geotechnical Engineering Report
Proposed Elysium Apartment Complex
2160 North Forest Road
Town of Amherst, New York

Prepared For:

Postwork Capital

c/o Buffalo Automation
10236 Transit Road
East Amherst, New York
14051

Prepared By:

WMA Engineering, DPC
dba Empire Geotechnical Engineering Services
5167 South Park Avenue
Hamburg, New York, 14075

9/17/20

Project No. WB-20-105
(SJB Project No. BE-20-105)
September 2020

A Woman Owned Firm

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

TABLE OF CONTENTS

1.00 INTRODUCTION 1

1.10 GENERAL 1

1.20 SITE AND PROJECT DESCRIPTION 1

2.00 SUBSURFACE EXPLORATIONS 2

2.10 JULY 2020 INVESTIGATION 2

2.20 PREVIOUS INVESTIGATIONS 3

3.00 SUBSURFACE CONDITIONS 3

3.10 GENERAL 3

3.20 FILL SOILS 4

3.30 INDIGENOUS SOILS 4

3.40 BEDROCK 5

3.50 GROUNDWATER 5

4.00 GEOTECHNICAL RECOMMENDATIONS 6

4.10 GENERAL CONSIDERATIONS AND RECOMMENDATIONS 6

4.20 DRIVEN PIPE PILES 8

4.30 HELICAL PILES 9

4.40 DRILLED PIERS 10

4.50 ELEVATOR PIT 10

4.60 SLAB-ON-GRADE FLOOR 11

4.60.1 Floor Slab with Thickened Subbase 11

4.60.2 Structural Floor Slab 12

4.70 SEISMIC DESIGN CONSIDERATIONS 12

4.80 PAVEMENT DESIGN AND CONSTRUCTION 13

4.80.1 Pavement Design 13

4.80.2 Pavement Drainage 14

4.80.3 Pavement Construction 14

4.90 SITE PREPARATION AND CONSTRUCTION 15

4.90.1 Construction Dewatering 15

4.90.2 Driven Pile Construction and Testing 15

4.90.3 Helical Pile Construction 16

4.90.4 Drilled Pier Foundation Construction 16

4.90.5 Excavation for Grade Beams and Pile Caps 17

4.90.6 Subgrade Preparation for Slab-on-Grade and Pavement Areas 17

5.00 CONCLUDING REMARKS 19

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

FIGURES

FIGURE 1 – SITE LOCATION PLAN

FIGURE 2 – SUBSURFACE EXPLORATION PLAN

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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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.

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)

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.

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)

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.

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

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.

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

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.

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

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.

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.

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)

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.

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

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

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

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:

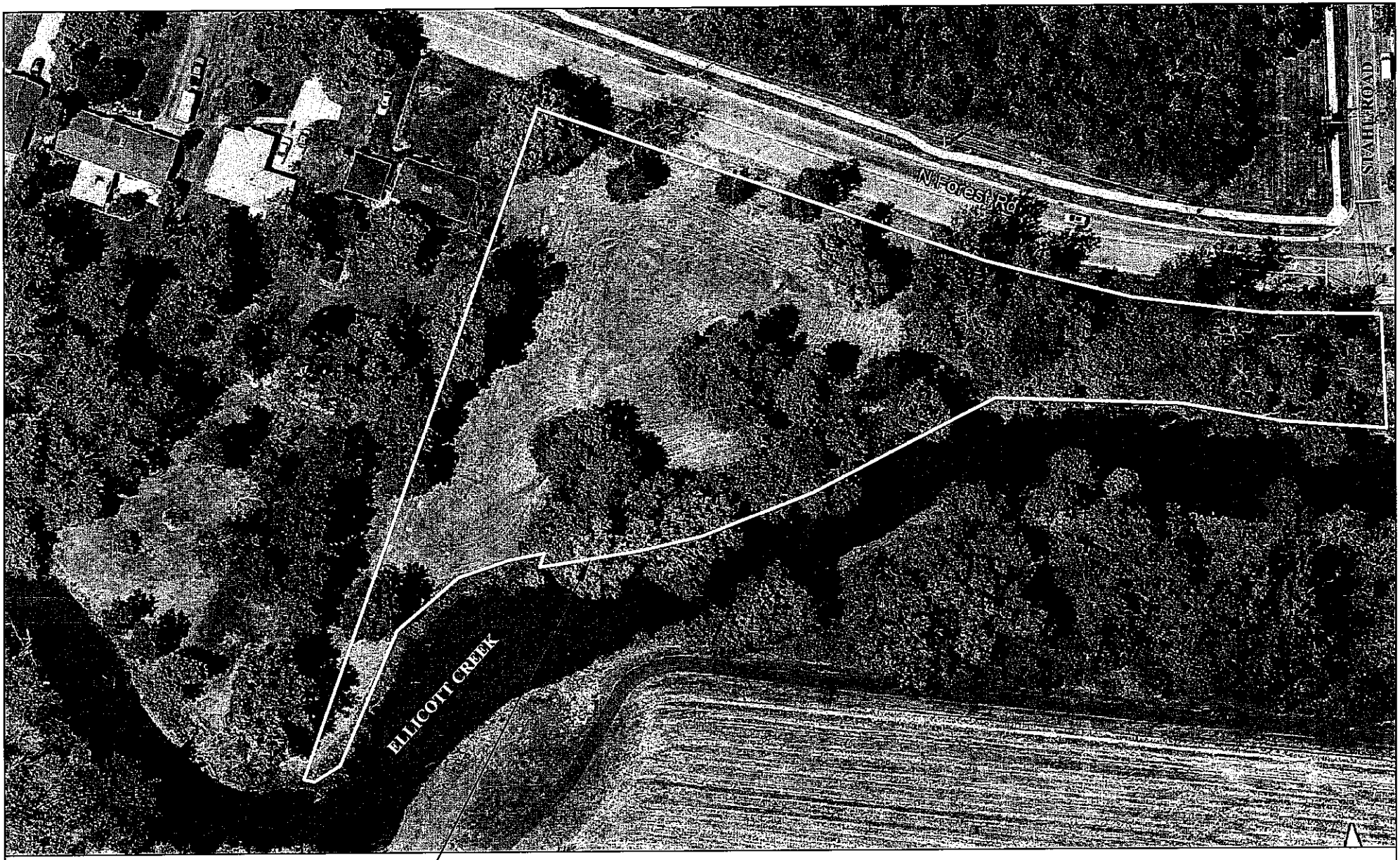
WMA Engineering DPC
dba Empire Geotechnical Engineering Services

Thomas R. Seider, P.E.
Senior Geotechnical Engineer

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)

FIGURES



APPROXIMATE SITE LOCATION

N

WMA ENGINEERING DPC|DBA
EMPIRE GEOTECHNICAL
ENGINEERING SERVICES

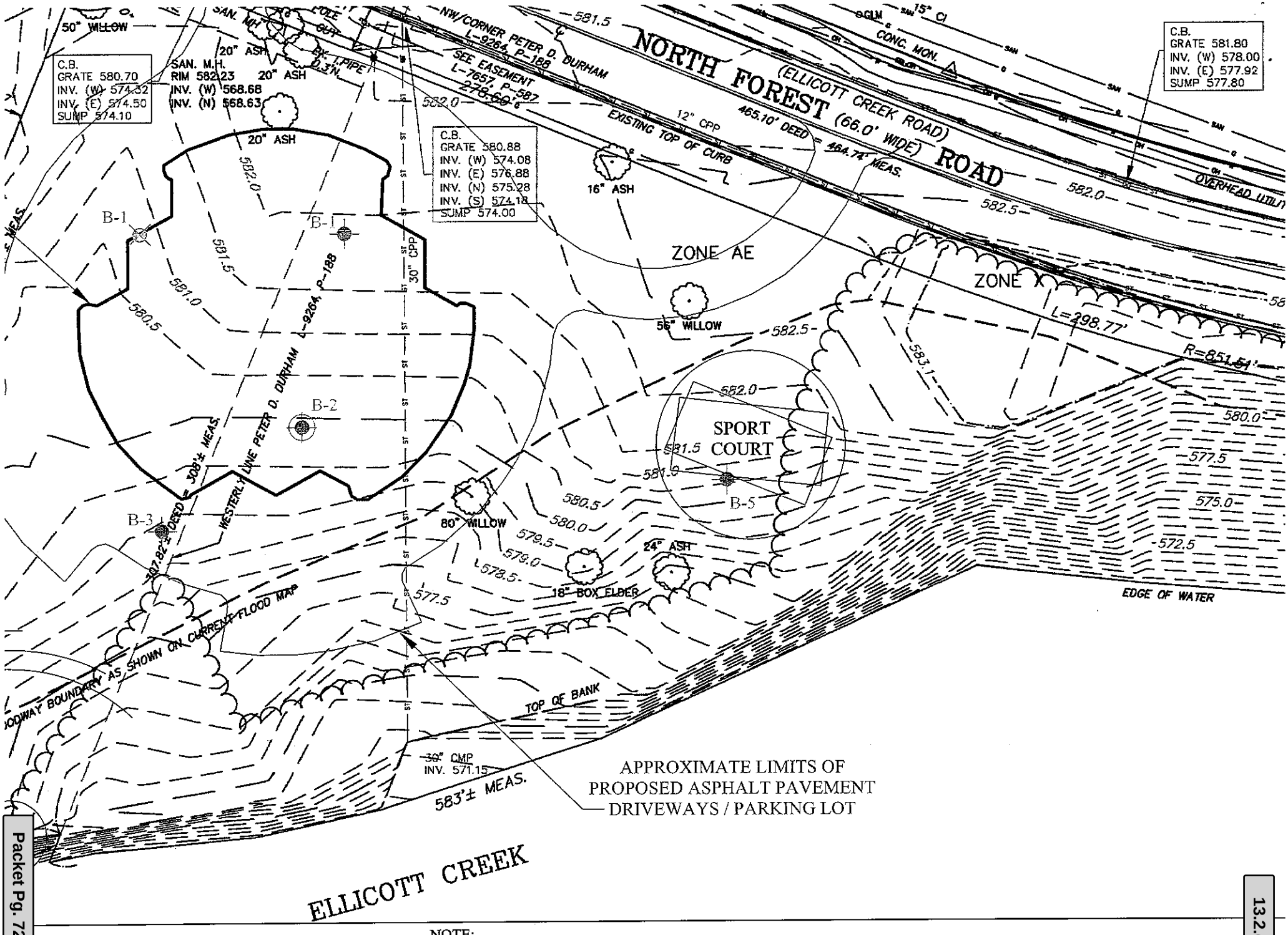
PROPOSED ELYSIUM APARTMENT COMPLEX
2160 NORTH FOREST ROAD
TOWN OF AMHERST, NEW YORK

DR BY: WMA	SCALE: NTS	PROJECT NO.: WB-20-105

NOTE:

SI

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



NOTE:

B-1 INDICATES APPROXIMATE LOCATION AND DESIGNATION OF TEST BORING

FIGURE DEVELOPED FROM JUNE 24, 2014

N

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 A

SUBSURFACE EXPLORATION LOGS

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

GENERAL INFORMATION & KEY TO SUBSURFACE LOGS

The Subsurface Logs attached to this report present the observations and mechanical data collected by the driller at the site, supplemented by classification of the material removed from the borings as determined through visual identification by technicians in the laboratory. It is cautioned that the materials removed from the borings represent only a fraction of the total volume of the deposits at the site and may not necessarily be representative of the subsurface condition between adjacent borings or between the sampled intervals. The data presented of the Subsurface Logs together with the recovered samples provide a basi for evaluating the character of the subsurface conditions relative to the project. The evaluation must consider all the recorded details and their procedures to more accurately evaluate the subsurface conditions. Any evaluation of the contents of this report and recovered samples must be performed by qualified professionals. The following information defines some of the procedures and terms used of the Subsurface Logs to describe the conditions encountered, consistent with the numbered identifiers shown o the Key opposite this page.

1. The figures in the Depth column define the scale of the Subsurface Log.
2. The Samples column shows, graphically, the depth range from which a sample was recovered. See Table I for descriptions of the symbols used to represent the various types of samples.
3. The Sample No. is used for identification on sample containers and/or Laboratory Test Reports.
4. Blows on Sampler – shows the results of the "Penetration Test", recording the number of blows required to drive a split spoon sampler into the soil. The number of blows required for each six inches is recorded. The first 6 inches of penetration is considered seating drive. The number of blows required for the second and third 6 inches of penetration is termed the penetration resistance,
5. Blows on Casing – Shows the number of blows required to advance the casing a distance of 12 inches. The casing size, hammer weight, and length of drop are noted at the bottom of the Subsurface Log. If the casing is advanced by means other than driving, t method of advancement will be indicated in the Notes column or under the Method of Investigation at the bottom of the Subsurfac Log. Alternatively, sample recovery may be shown in this column or other data consistent with the column heading.
6. All recovered soil samples are reviewed in the laboratory by an engineering technician, geologist, or geotechnical engineer, unless noted otherwise. Visual descriptions are made on the basis of a combination of the driller's field descriptions and noted observatio together with the sample as received in the laboratory. The method of visual classification is based primarily on the Unified Soil Classification System (ASTM D 2487) with regard to the particle size and plasticity (See Table No. II), and the Unified Soil Classification System group symbols for the soil types are sometimes included with the soil classification. Additionally, the relative portion, by weight, of two or more soil types is described for granular soils in accordance with "Suggested Methods of Test for Identification of Soils" by D.M. Burmister, ASTM Special Technical Publication 479, June 1970. (See Table No. III). Description o the relative soil density or consistency is based upon the penetration records as defined in Table No. IV. The description of the soil moisture is based upon the relative wetness of the soil as recovered and is described as dry, moist, wet, and saturated. Water introduced into the boring either naturally or during drilling may have affected the moisture condition of the recovered sample. Special terms are used as required to describe soil deposition in greater detail; several such terms are listed in Table V. When sampling gravelly soils with a standard two inch diameter split spoon, the true percentage of gravel is often not recovered due to t relatively small sampler diameter. The presence of boulders and large gravel is sometimes, but not necessarily, detected by an evaluation of the casing and sampler blows or through the "action" of the drill rig as reported by the driller.
7. Rock description is based on review of the recovered rock core and the driller's notes. Frequently used rock classification terms a included in Table VI.
8. The stratification lines represent the approximate boundary between soil types and the transition may be gradual. Solid stratification lines delineate apparent changes in soil type, based upon review of recovered soil samples and the driller's notes. Dashed lines convey a lesser degree of certainty with respect to either a change in soil type or where such change may occur.
9. Miscellaneous observations and procedures noted by the driller are shown in this column, including water level observations. It is important to realize the reliability of the water level observations depends upon the soil type (water does not readily stabilize in a hole through fine grained soils), and that any drill water used to advance the boring may have influenced the observations. The ground water level will fluctuate seasonally, typically. One or more perched or trapped water levels may exist in the ground seasonally. All the available readings should be evaluated. If definite conclusions cannot be made, it is often prudent to examine th conditions more thoroughly through test pit excavations or groundwater observation wells.
10. The length of core run is defined as the length of penetration of the core barrel. Core recovery is the length of core recovered divided by the core run. The RQD (Rock Quality Designation) is the total length of pieces of NX core exceeding 4 inches divided b the core run. The size core barrel used is also noted in the Method of Investigation at the bottom of the Subsurface Log.

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 _____

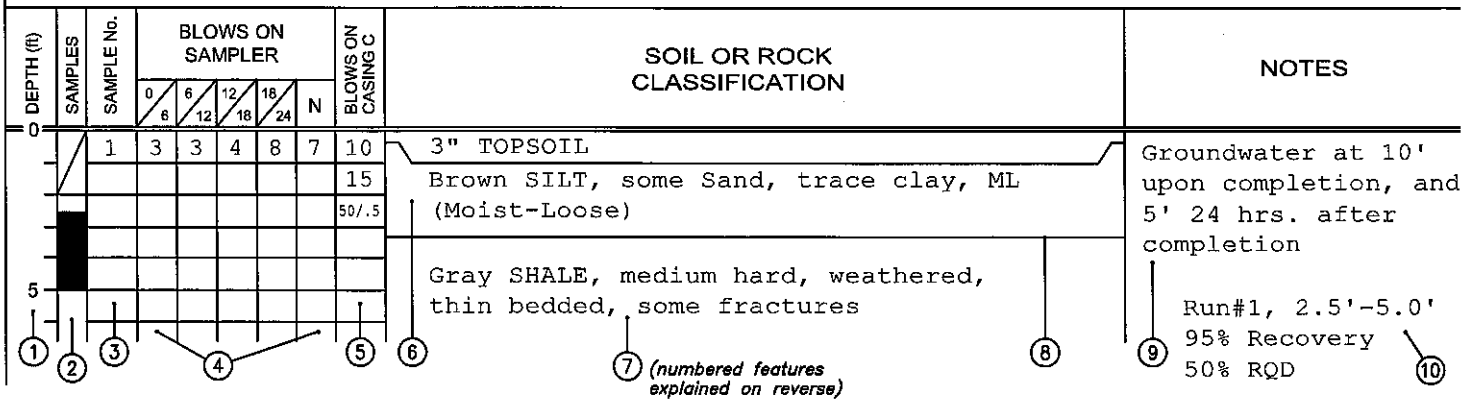


TABLE I

⁄	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

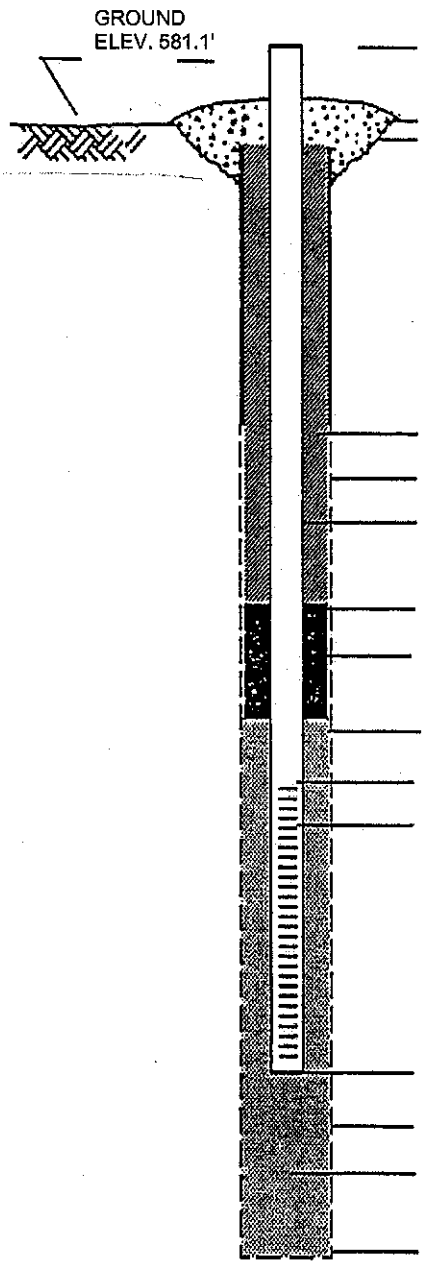
METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

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,	
	2	8	9			tr.organics (moist-wet, FILL)	
		10	12		19	Brown-Black ASPHALT fragments, little Silty Clay,	
5	3	7	10			little fine Gravel, tr.sand (moist, FILL)	
		15	16		25	Contains some fine Gravel, little f-c Sand, tr.silty clay	
	4	5	5			tr.organics	
		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	Samples #6 & #7: Contains wood
		2	1		3	(moist-wet, v.loose, SC-SM)	
	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, tr.brick	
		2	3		5		
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 moist-wet partings	WOH = Weight of Hammer and Rods
		WOH	WOH		WOH		
	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 (moist, v.compact, SM)	Sample #13: Poor Recovery, possible weathered bedrock
	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

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

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

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 as 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 P.Silvestri
PROJ. ARCH. S. Hunt DRAFTER W. Manhardt
JOB CAPT. _____ INTERIORS K. Hamann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1321 MILLERSPORT HWY PH. 716.691.0300
AMHERST, NY 14221 FAX. 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

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

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.

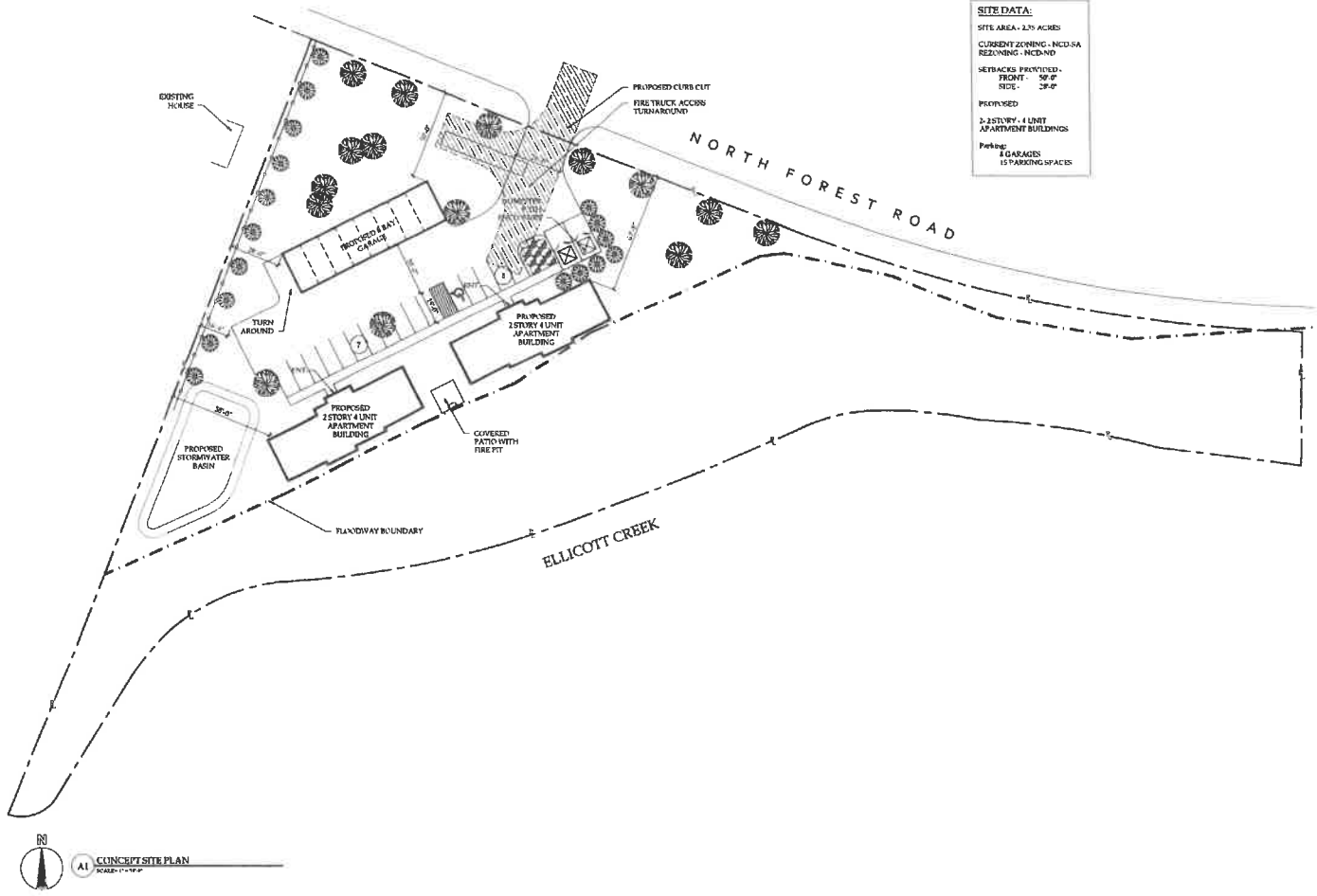
Sincerely,

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 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 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 P.Silvestri
PROJ. ARCH. S.Hurd DRAFTER W.Masharoff
SUB 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

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

Joseph Hausbeck
2180 North Forest Road
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Mr. Hausbeck:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22nd, the layout of the proposed project has been updated.

An 11" x 17" size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] is enclosed depicting the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road; and

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

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on **Monday, March 8th at 7:00 p.m.**

If the Town Board approves the pending application, then the next step in the project review process will be to seek Site Plan approval from the Planning Board once the fully engineered plans

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsr-legal.com

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

Please feel free to contact me with any questions at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

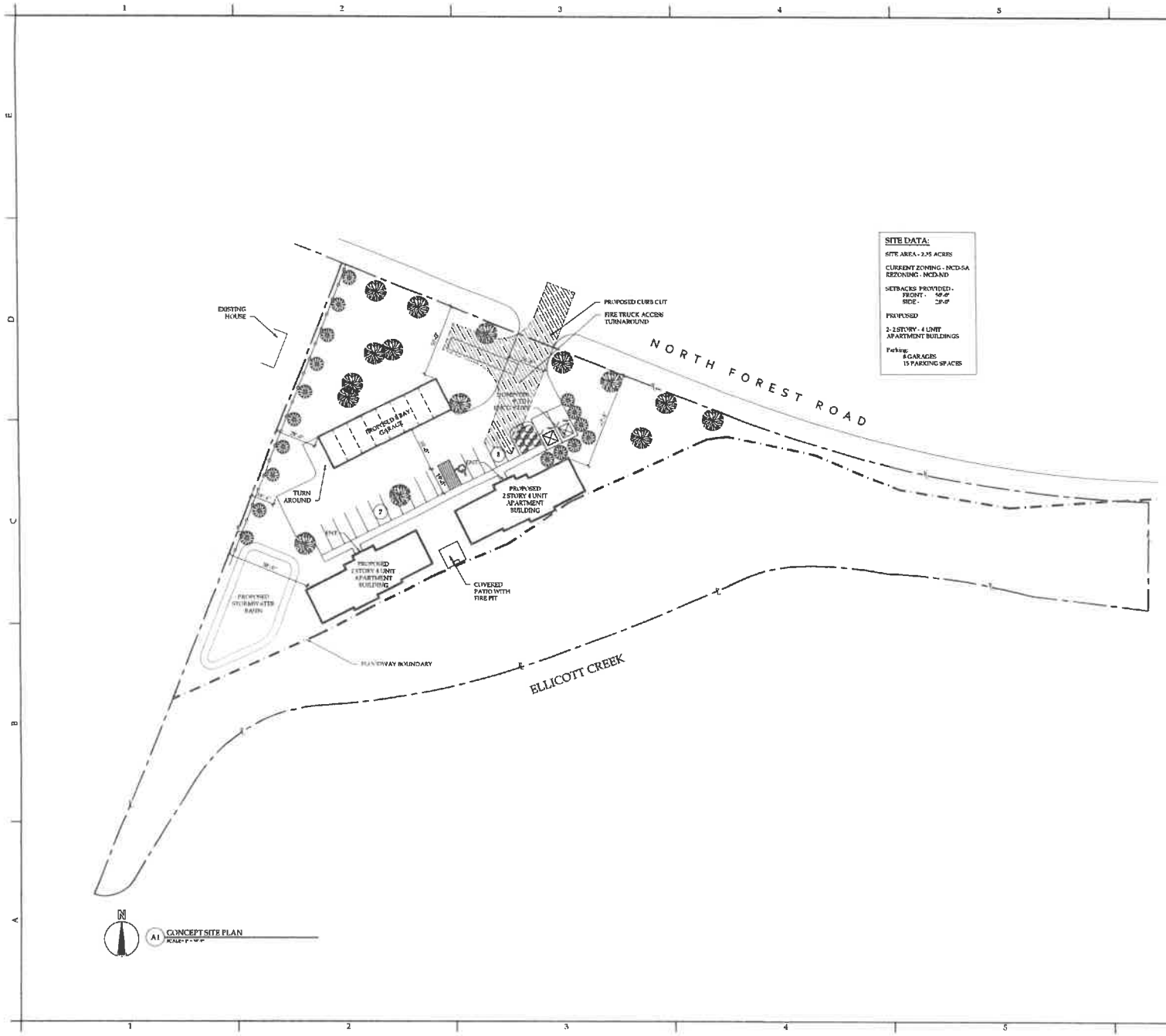
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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 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 P.Silvestri
PROJ. ARCH. S.Hunt DRAFTER W.Manhardt
JOB CAPT. INTERIORS K.Hermann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1301 MILLERSPORT HWY PH. 716.691.0800
AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

HSM

March 2, 2021

Fran Cummings
2200 North Forest Road
Williamsville, NY 14221

Re: Application to Reclassify 2160 and 2170 North Forest Road from NCD-SA to NCD-ND and to Amend the Audubon Development Plan [Z-2020-06]
Applicant/Project Sponsor: Coromandel Estates Amherst LLC
File 10181.1

Dear Ms. Cummings:

This letter is being sent to you to provide you with a project update. Based on the input received during the virtual public hearing held by the Town Board on February 22nd, the layout of the proposed project has been updated.

An 11" x 17" size copy of the updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21] is enclosed depicting the following modifications to the project layout:

1. The previously proposed stormwater basin on the western portion of the Project Site adjacent to the property at 2180 North Forest Road has been eliminated;

2. The dumpster enclosure has been relocated from the western portion of the Project Site to the eastern portion of Project Site. Additionally, screening has been added on the exterior edges of the dumpster enclosure;

3. The previously proposed two-story eight-unit building has been replaced with 2 two-story four-unit buildings;

4. The proposed covered patio with a fire pit has been relocated so that it will between the 2 two-story four-unit buildings;

5. Landscaping and a fence has been added along the western boundary of the Project that is contiguous to 2180 North Forest Road; and

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

The Town Board will be holding continuation of the virtual public hearing in connection with the pending request to reclassify the Project Site from NCD-SA to NCD-ND and to amend the Audubon Development Plan during its meeting on **Monday, March 8th at 7:00 p.m.**

If the Town Board approves the pending application, then the next step in the project review process will be to seek Site Plan approval from the Planning Board once the fully engineered plans

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsr-legal.com

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

and related technical documentation have been prepared by Carmina Wood Morris DPC, the project engineering firm.

Please feel free to contact me with any questions at 510-4338 or via e-mail at shopkins@hsr-legal.com if you have any questions regarding this letter or the enclosed updated Concept Site Plan.

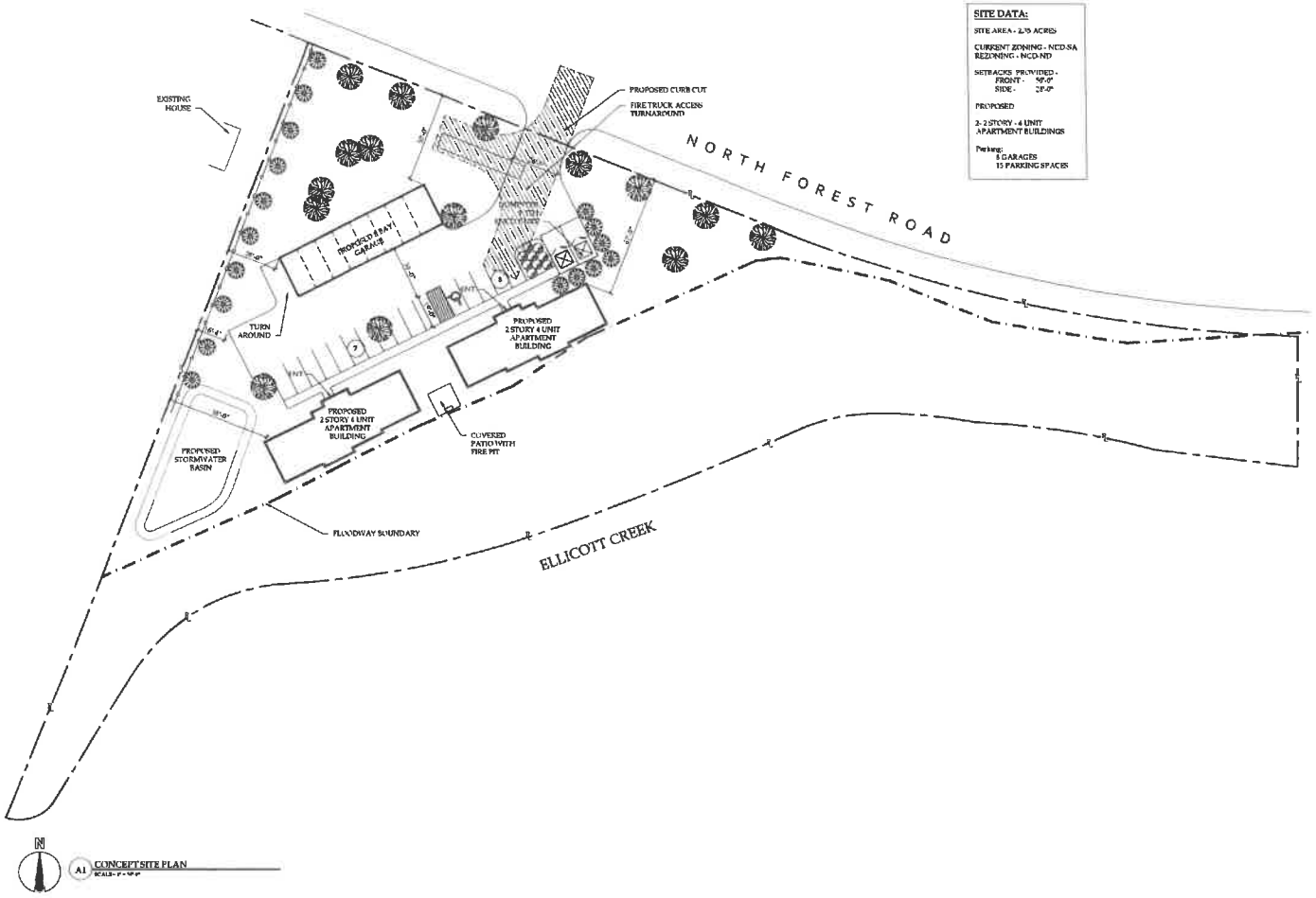
Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc. 11" x 17" copy updated Concept Site Plan [Drawing AS-101 – Date: 03/01/21]

Attachment: Kulpa-Ltr-Updated Concept Site Plan-03-03-21 (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon



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 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 in 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 P.Silvestri
PROJ. ARCH. S. Hunt DRAFTER W. Manhardt
JOB CAPT. _____ INTERIORS K. Hamann

SEAL:

TITLE:

CONCEPT SITE PLAN

SILVESTRI
ARCHITECTS · PC
1324 MILITARY/SPORT HWY PH. 716.691.0000
AMHERST NY 14221 FAX 716.691.4773

SA JOB #: 20060.02
DATE: 03/01/21
DRAWING #: AS-101

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.

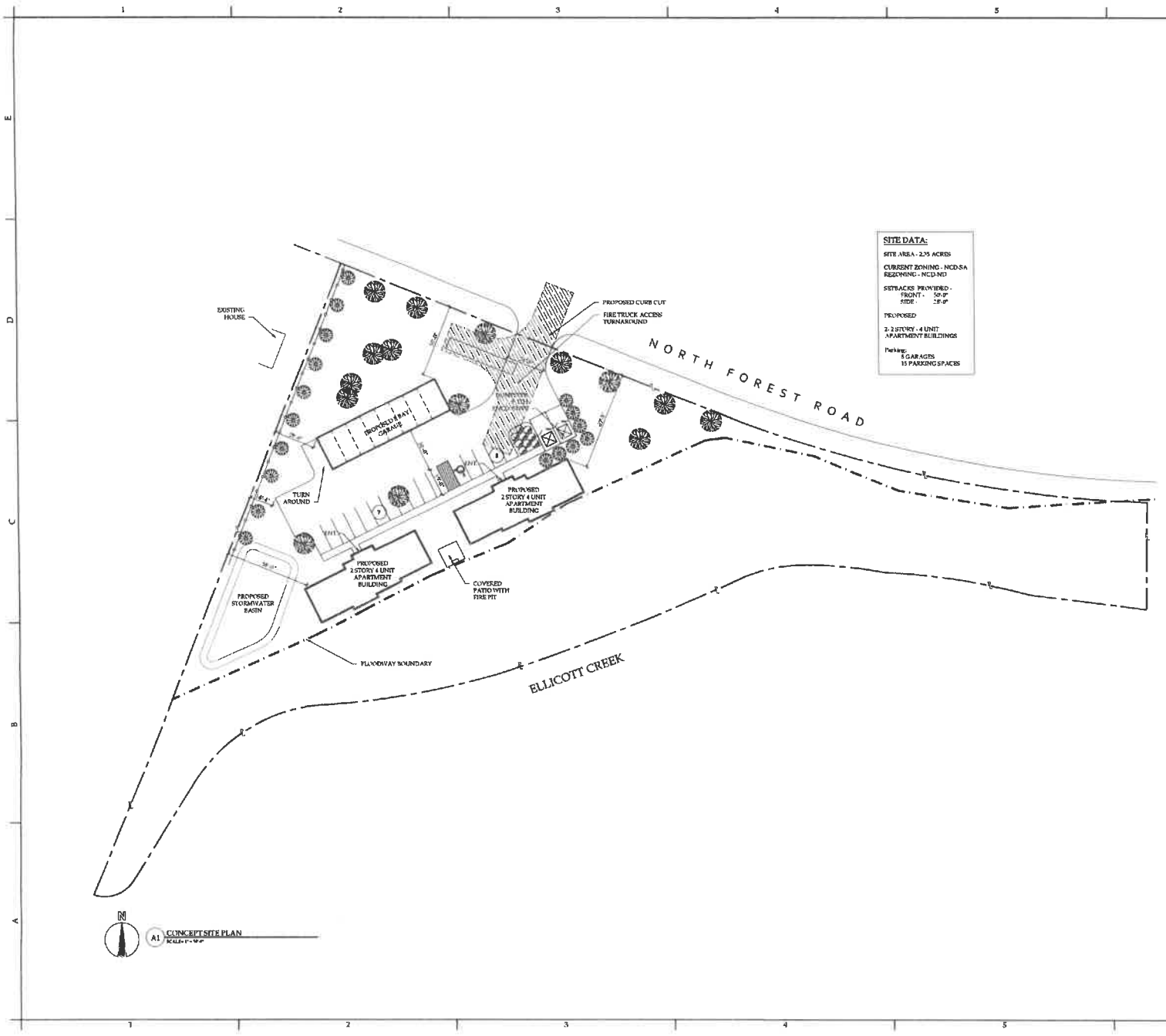
Sincerely,

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 pertinent 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

Public Hearing – Town of Amherst Town Board

Request to Approve Amendment #73 of the Audubon New Community Development Plan to Reclassify 2.35 acres of Land from NCD-SA to NCD-ND

Address: 2160 & 2170 North French Road

Petitioner: Coromandel Estates Amherst, LLC

(Z-2020-06)

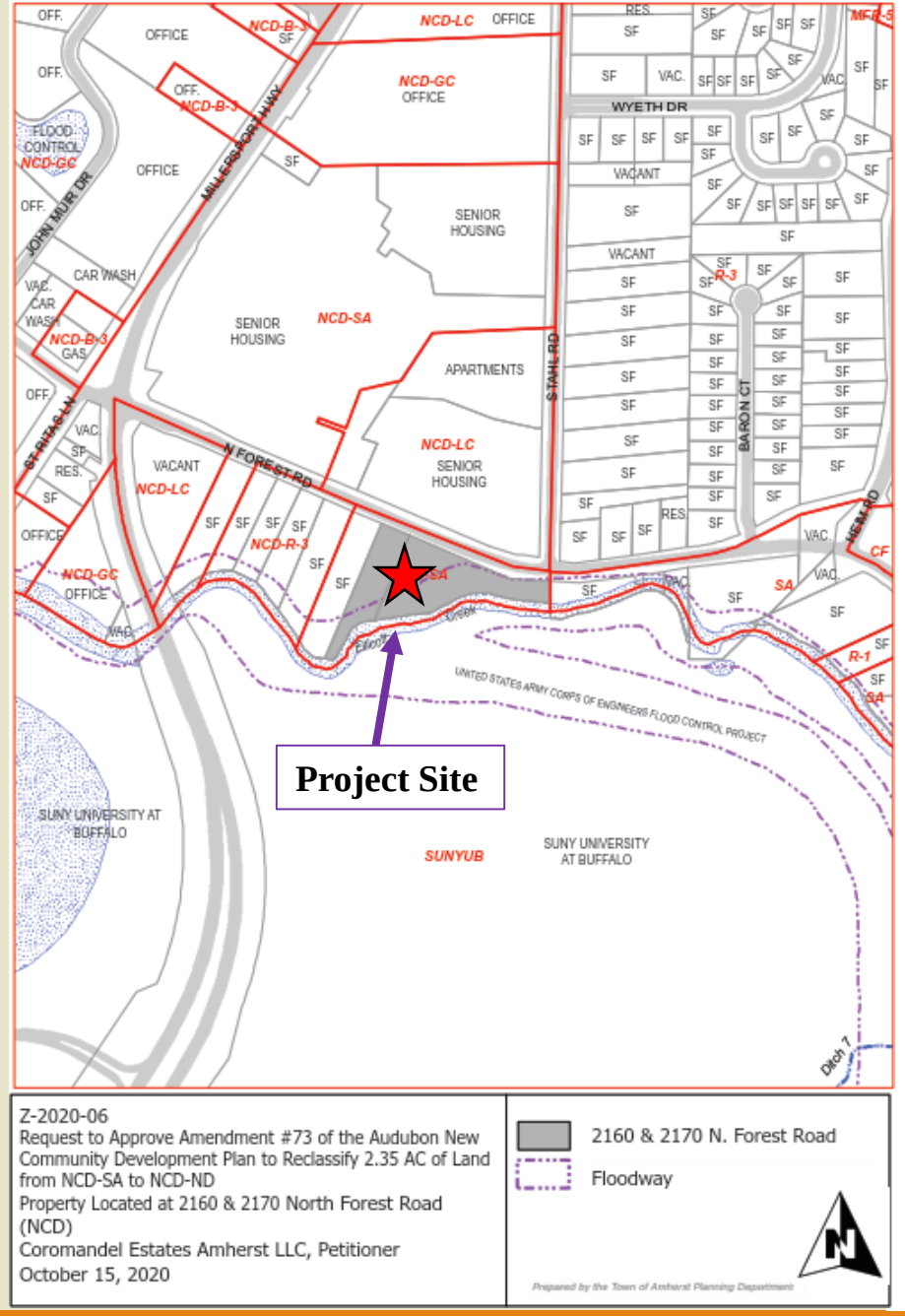
Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Location:

- South side of N Forest Road, approximately 900± feet southeast of the intersection of Millersport Hwy and N Forest Road; and located at the southwest corner of Stahl Road and N Forest Road intersection

Zoning: New Community District – Suburban Agriculture ("NCD-SA")

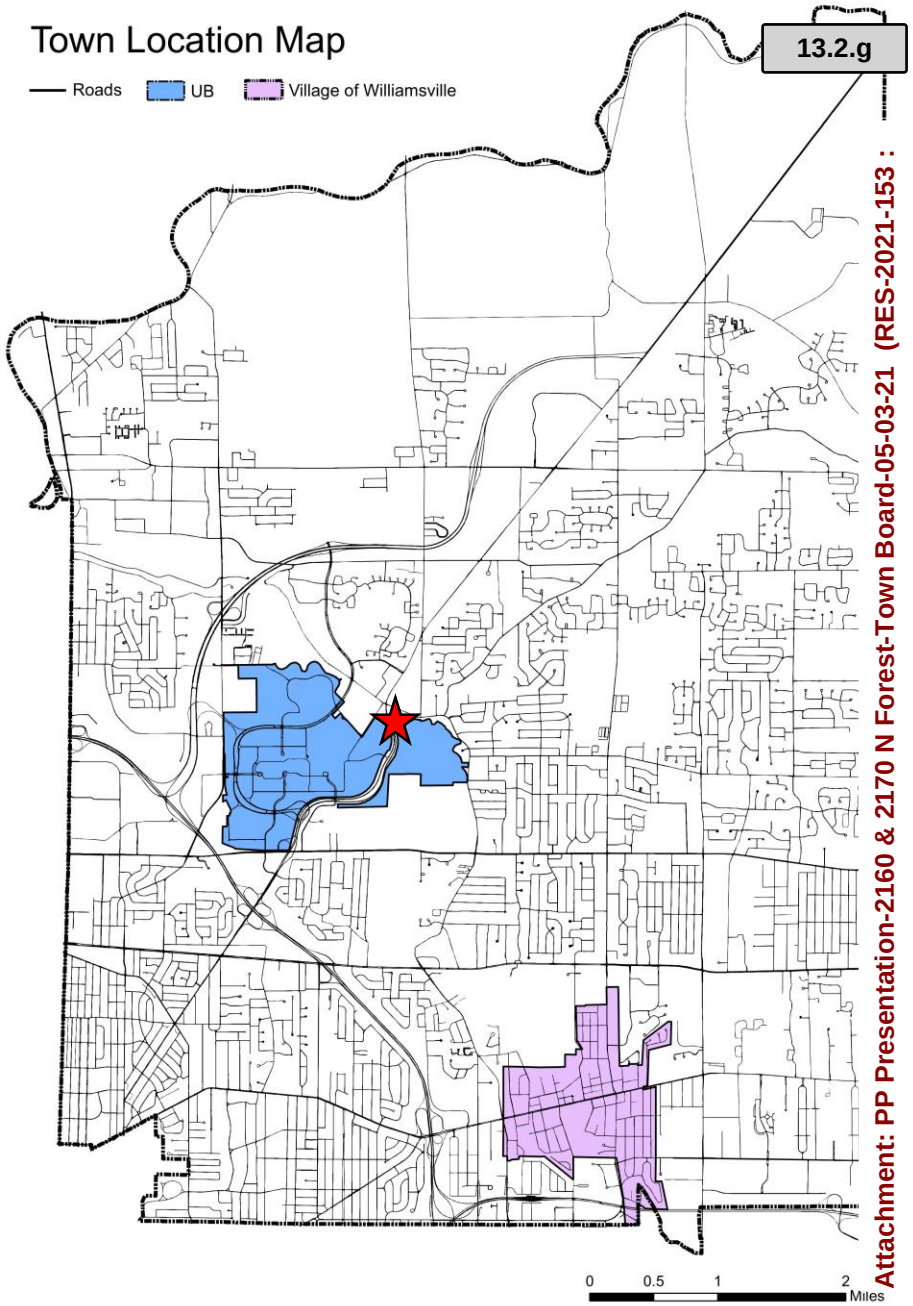
Proposed Reclassification: New Community District – Neighborhood District ("NCD-ND"



Z-2020-06
Request to Approve Amendment #73 of 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
October 15, 2020

2160 & 2170 N. Forest Road
Floodway

Prepared by the Town of Amherst Planning Department



13.2.g

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Continuation of the Public Hearings held on February 22nd and April 5th [Not requesting issuance of a decision this evening]

Parcel Size:
2.35± acres

Neighboring Uses:

- Vacant land zoned NCD-SA adjacent to the east
- Single Family residential zoned NCD-R3 to the west and north east
- Asbury Pointe Retirement Community – Zoned NCD-LC to the North
- Vacant land owned by SUNY to the south on the opposite side of Ellicott Creek

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

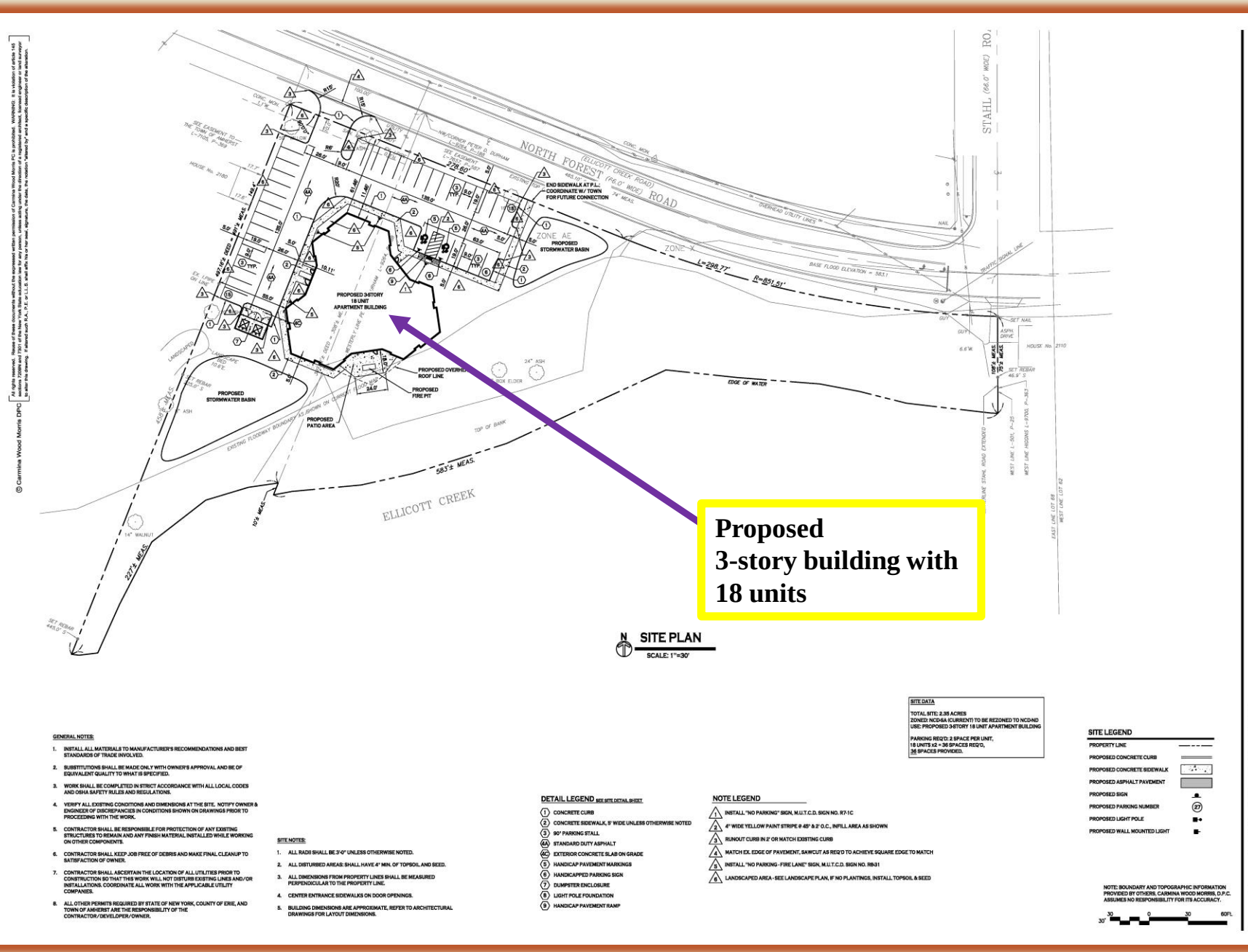
Project Description:

- Request to reclassify 2.35 acres of land from NCD-SA to NCD-ND, and a request to approve Amendment #73 of the Audubon New Community Development Plan
- Two 2-story multi-family building consisting of 8 attached residential units for lease and related site improvements.
- One driveway onto North Forest Road, access aisles, water and sanitary sewer lines and other necessary utility connections are included on the updated Concept Plan.
- The project is a Type I Action due to the proximity of the project site to Ellicott Creek, which is a flowing watercourse-any project within 100 ft. of a flowing watercourse is to be classified as Type I action per Town Local Law adopted in 1982.
- Letters with updated copy of the Concept Plan send to the individuals who spoke during the virtual public hearing held by the Town Board on February 22nd.

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Original Concept Plan:

- 3-story building with 18 units and 36 parking spaces
- The originally proposed project layout updated based on input received regarding the original Concept Plan



© Carmina Wood Morris DPC All rights reserved. Reuse of these documents without the expressed written permission of Carmina Wood Morris PC is prohibited. WARNING: It is a violation of article 145 sections 7209a and 7301 of the New York State education law for any person, unless acting under the direction of a registered architect, licensed engineer or land surveyor to alter this drawing. If altered each A.A., P.E. or L.S. shall affix his or her seal, signature, the date, the notation "altered by" and a specific description of the alteration.

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

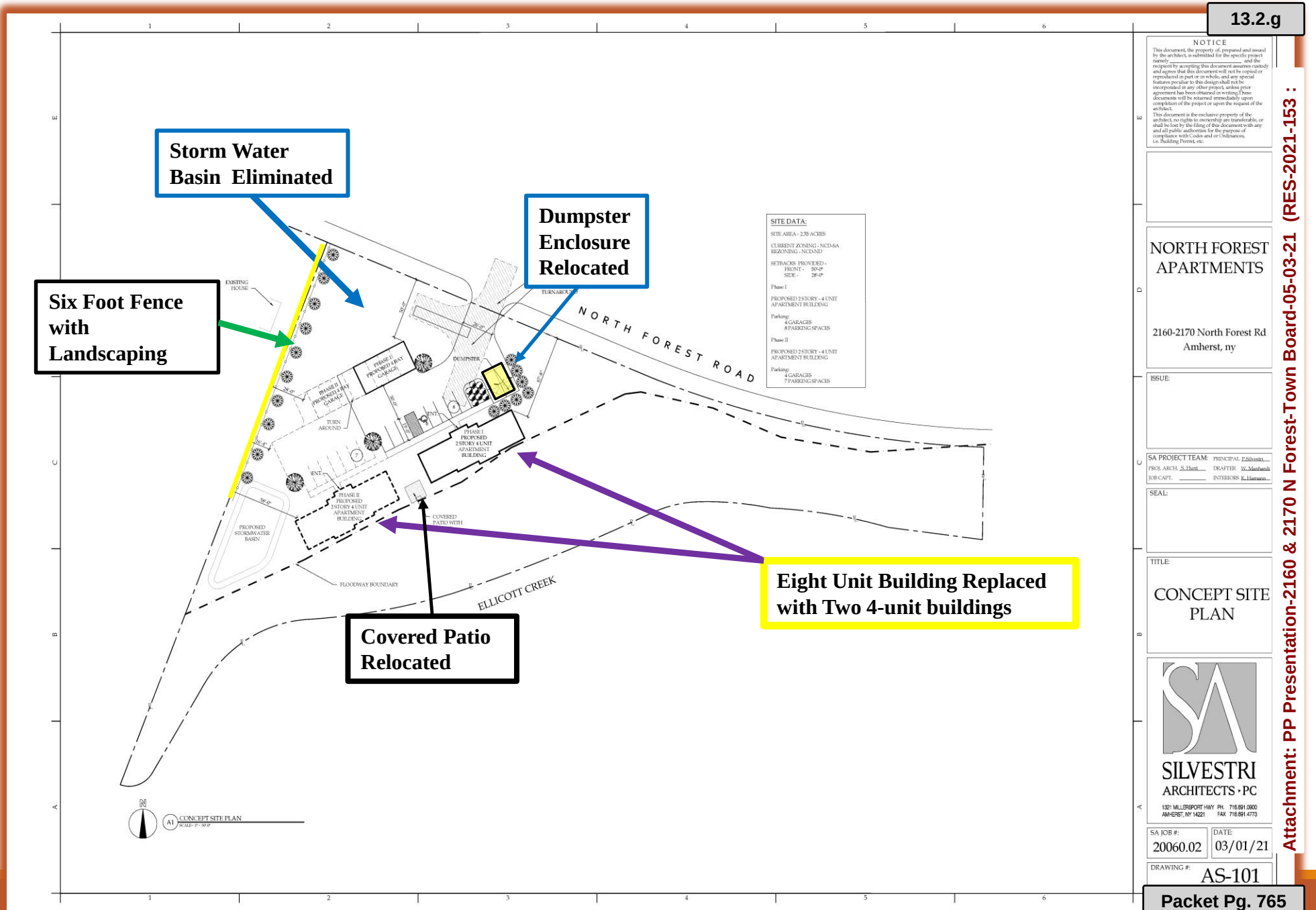
Concept Plan Presented on February 22nd:

- Project layout had been updated based on input received regarding the original Concept Plan
- 2-story building with 8 units and 16 parking spaces [Density reduced by 56%]
- Low Density: 3.4 units per acre
- No impact to the regulated floodway

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Updated Concept Plan presented during the Public Hearing on April 5th:

- Two 2-story buildings with 23 parking spaces [8 garage spaces] – 2.87 spaces per unit
- Stormwater basin eliminated along North Forest Road frontage
- Covered patio relocated
- Dumpster enclosure relocated
- 6 foot fence with landscaping added along property line with 2180 North Forest Road
- No impact on the regulated floodway



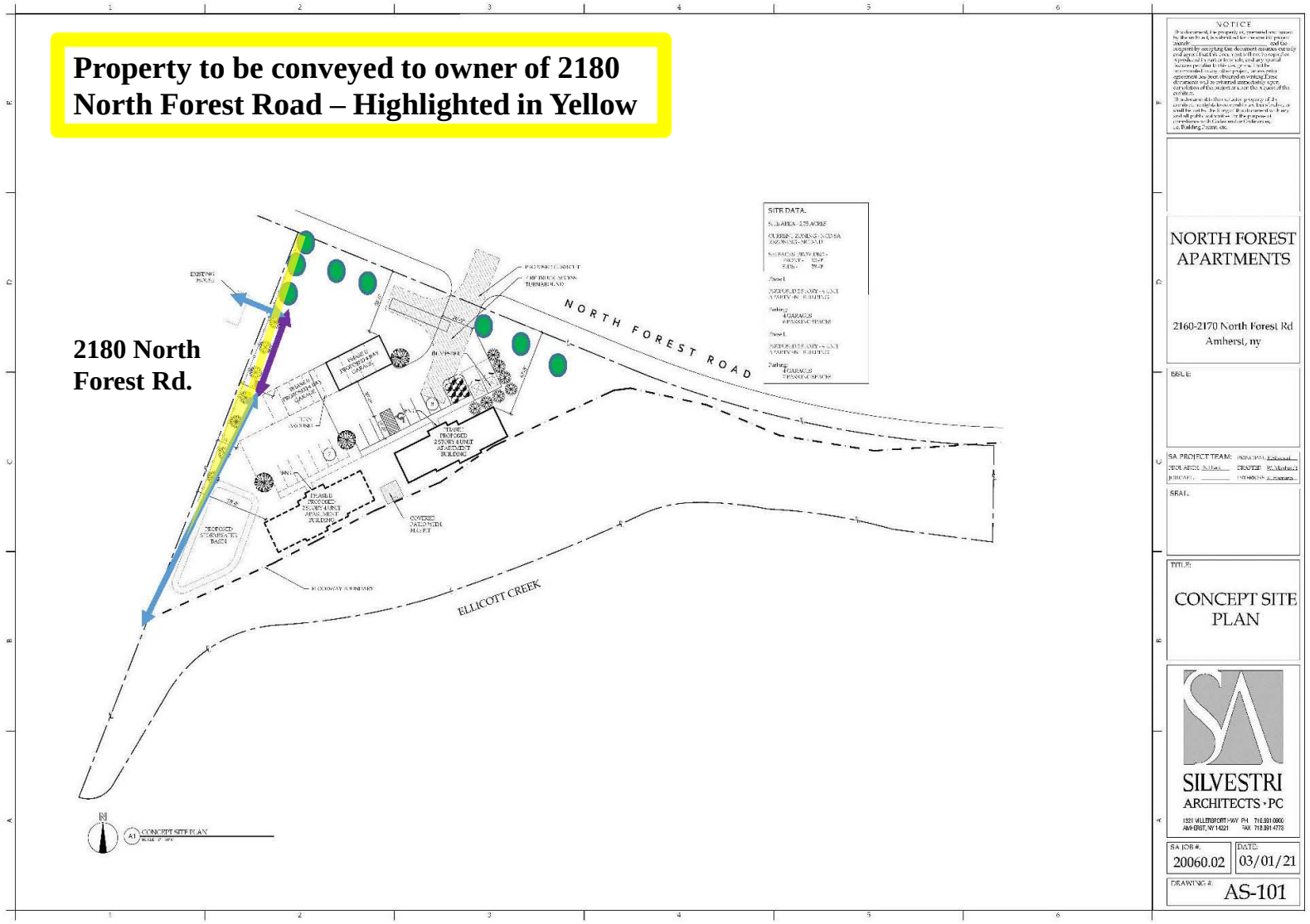
Updated Concept Plan:

Green: Landscaping along frontage of shared property line with 2180 North Forest Road and along North Forest Road frontage of the Project Site

Purple: 6 ft. fence beginning at front of home on 2180 North Forest Road located 15 ft. from existing property line

Blue: Ranch style open fence with height of approx. 3 ft. [same fence to be attached to existing home on adjacent property]

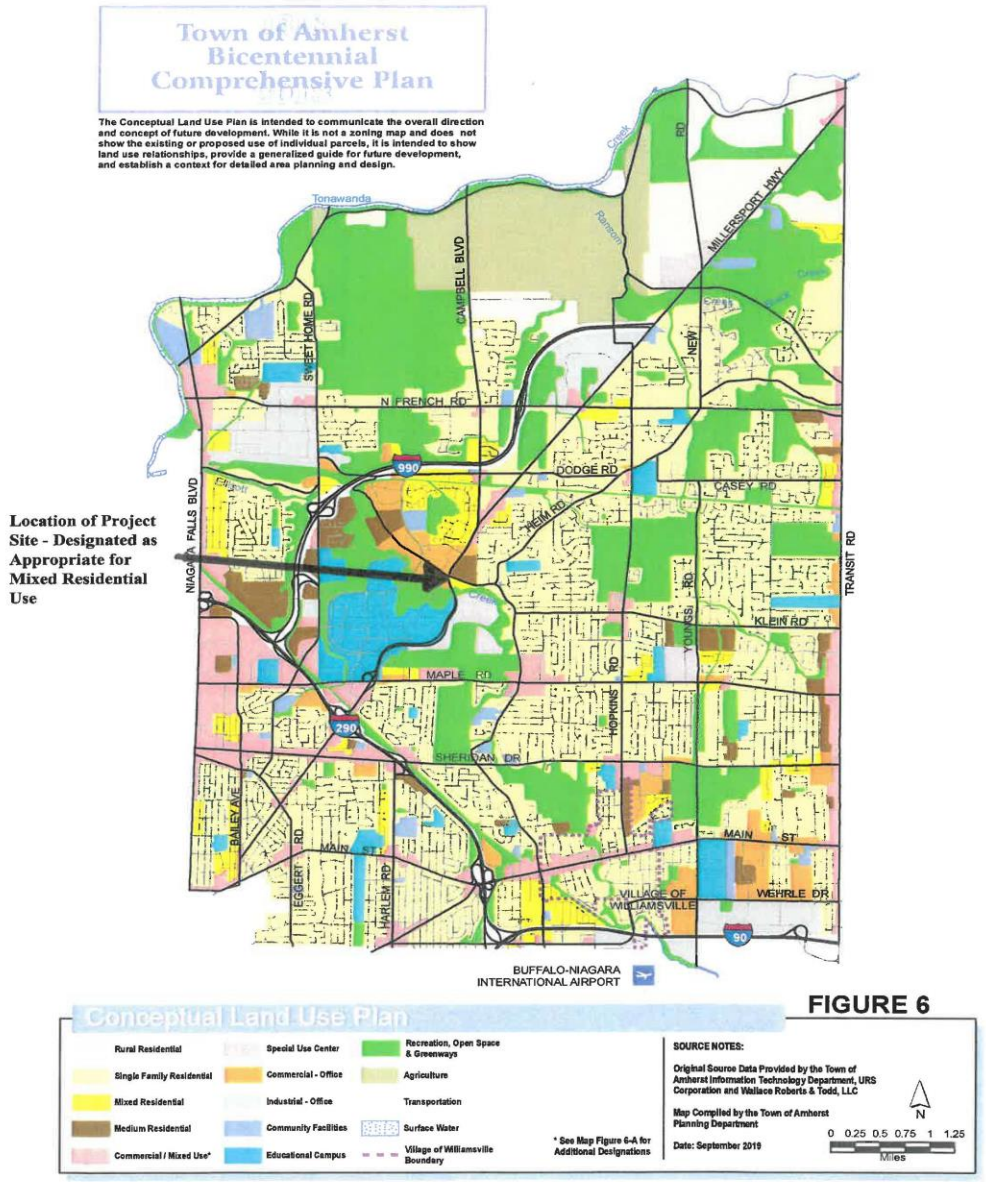
Yellow: 15 ft. of property to be conveyed to owner of 2180 North Forest Road upon the Applicant obtaining site plan approval and closing on the purchase of the Project Site.



Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Reclassification of Project Site from NCD-SA to NCD-ND:

- Recommended land use per Figure 6 of the Comprehensive Plan is Mixed Residential Use
- Mixed-Residential land use category is described in Chapter 3 of the Comprehensive Plan as being appropriate for a residential density of 4-12 units per acre - The density of the proposed project is only 3.4 units per acre.
- "Although longstanding policy has tended to favor low-density, single-family residential use, recent development trends have seen a substantial increase in the amount of new multi-family housing. The need for higher density housing will grow along with the component of the population that will increasingly choose smaller housing types, including retirees, empty nesters, singles, and other smaller household types."
- Current NCD-SA zoning is not consistent with the adopted Comprehensive Plan
- NCD-SA zoning only allow for agricultural uses and single-family dwellings on large lots.



Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

State Environmental Quality Review Act ("SEQRA"):

- SEQRA's substantive requirements:
  - Identify the potential environmental impacts,
  - Hard Look at the identified impacts, and
  - Issue SEQRA determination supported by a reasoned elaboration
- Type I action due to proximity to Ellicott Creek
- Density reduced from 18 unit to 8 units [3.4 unit per acre – Density of 3.5 units per acre allowed in the R-3 zoning district]
- **No development in the regulated floodway – A floodplain development permit will be required from the Building Department**
- **No lighting spillover onto adjacent properties [Photometric Plan will be submitted with the Site Plan Application]**
- **The project is not a student housing project nor a short-term rental project**
- No wetlands per the Wetland Investigation Letter of Scott Livingstone of Earth Dimensions dated July 7, 2020
- Traffic: Single driveway onto North Forest Road - The trip generation rate for the peak weekday hour for the 8 proposed apartments per the ITE Trip Generation Report is 4.48 trips

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

State Environmental Quality Review Act ("SEQRA"):

- No impact determination letter issued by the NYS Office of Parks, Recreation and Historic Preservation on October 30, 2020
- On-site stormwater management system will comply with the stringent stormwater water quality and quantity standards of the New York State Dept. of Environmental Conservation including handling of a 100 yr. storm event
- Fully engineered plans, Engineer's Report and SWPPP will be required with future submission of a Site Plan Application
- Geotechnical Report prepared by Empire Geo Engineering Services dated September 17, 2020 – foundation design and site improvement based on soil conditions per NYS Building Code requirements

Approximate Depth and Elevation of Top of Bedrock

Test Boring	Approximate GroundSurface Elevation (feet)	Depth / Elevation ofTop 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)

WMA ENGINEERING DPC|DBA
EMPIRE GEO TECHNICAL ENGINEERING SERVICES

CORPORATE/ BUFFALO OFFICE
5167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

ALBANY OFFICE
PO Box 2199
Ballston Spa, NY 12020

5 Knabner Road
Mechanicville, NY 12118
Phone: (518) 899-7491
Fax: (518) 899-7496

CORTLAND OFFICE
60 Miller Street
Cortland, NY 13045
Phone: (607) 758-7182
Fax: (607) 758-7188

ROCHESTER OFFICE
535 Summit Point Drive
Henrietta, NY 14467
Phone: (585) 359-2730
Fax: (585) 359-9668

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

Enc.: Geotechnical Engineering Report

A Woman Owned Firm

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Planning Board's Recommendation:

- Planning Board held a public hearing on January 21st
- The Planning Board adopted a resolution by a unanimous 7-0 vote recommending that the Town Board:
  - Issue a negative declaration pursuant to SEQRA,
  - Approve the reclassification of the Project Site from NCD-SA to NCD-ND, and
  - Approve Amendment #73 to the Audubon New Community District Development Plan
- The Planning Board recommended the following condition: "That the petition include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage."
- Planning Board's 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.
  - E. **The proposed Amendment to the Development Plan <u>is consistent</u> with the Town Comprehensive Plan.**

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

Conclusion:

- Requesting 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 subject to appropriate conditions, and
  - 3. Approve Amendment #73 to the Audubon New Community District Development Plan subject to the condition recommended by the Planning Board as follows: “That the petition include additional parking spaces beyond the 17 spaces shown on the concept plan at the site plan stage.” [The updated Concept Plan depicts 23 parking spaces]
- Questions…

Attachment: PP Presentation-2160 & 2170 N Forest-Town Board-05-03-21 (RES-2021-153 :

3 May 2021

Francina J. Spoth, Town Clerk
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Via email to: fspoth@amherst.ny.us

Re: Public Hearing of the Town Board held on May 3, 2021
Request to Amend the Land Use Classification of 2160 and 2170 North Forest Road

To: MEMBERS of the TOWN BOARD:

Kindly accept my apology for my inability to communicate via zoom last evening. I was able to hear portions of the proceedings, but whether "muted" or "unmuted", was simply unable to be heard. This particular problem was a first for me and was extremely frustrating. I did hear that the hearing was being closed, but I ask your indulgence in considering the following comments I intended to make last evening.

I did meet at the property with Mr. Hopkins to discuss some issues my wife and I had specific to our ownership of the adjoining property. Mr. Hopkins was extremely professional and concessions were made regarding those issues. However, the resolution of the matter was complicated further by the Petitioner's new proposal to do the development in phases. We strongly object to that process. The dust, dirt, noise and inconvenience of construction would be unbearable if it had to be endured twice. I note that the developer wishes to avail itself of all hours of construction operations allowable under law, including Sundays, if needed. Under the circumstances, two phases of construction would be one too many. It should also be noted that the Petitioner's prior concept plans for more units did not require more than one phase. Why two phases should be necessary for a smaller project is perplexing.

That being said, my neighbors and I remain opposed to this project as it is simply too big and the intended use is simply incompatible with the character of the neighborhood as a single family development. I believe we have provided ample justification for this Board to deny the proposed petition. Please consider the following points:

- This is an apartment complex which belongs on the West side of Millersport Highway – not the East side. The West side is inundated with similar projects. The East side is fully developed with single family homes, with the sole exception of this one vacant parcel which sits in the middle of single family homes.

- A similar proposal for the corner of North Forest and Millersport (a commercial highway) was not approved. It is inconsistent to allow the same type of project further up North Forest.

Attachment: Town of AMHERST BOARD LTR - Hausbeck (RES-2021-153 : 2160 & 2170 Request to Rezone and Amend the Audubon

- The majority of the site (more than 50%) is in a floodway and cannot be developed even if the petition was to be approved.

- If 8 units were to be approved for the remaining 1.1 acres, the project would have a de facto density of 7.3, well in excess of the maximum density of 5 allowable under the Town Zoning Ordinance 5-2-6.

- The Petitioner's repeated assertion that the proposal is "consistent" with the Town's Comprehensive Plan is simply **not** binding on this Board. The Plan clearly states that it is intended to be **"flexible".** The Plan is **not** a zoning map and it is **not** meant to dictate land use.

In addition to the above, we have raised a number of issues about whether the site itself is suitable for this type of development due to documented flooding, documented erosion issues, and documented uncontrolled and un-engineered filling of portions of the site which were at one time part of Ellicott Creek.

The Board is certainly within its rights to reject the petition and I urge it to do so.

Thank you for your consideration.

Sincerely,

Joseph Hausbeck

Attachment: Town of AMHERST BOARD LTR - Hausbeck (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: 06/07/21 07:00 PM
Department: Town Clerk
DOC ID: 23304

COMMUNICATION 2021-62

APPROVED

Request for Public Hearing - 468 Harding Road

Request from Jeffery Palumbo, Esq., for a public hearing date for the rezoning of 468 Harding Road.

This hearing has been set for July 12th.

6/07/2021
Consent

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

BARCLAY DAMON LLP

Jeffery D. Palumbo
Partner

May 24, 2021

Via Email – kcooper@amherst.ny.us
and First Class Mail

Kathy Cooper, Deputy Town Clerk
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Proposed Rezoning – 468 Harding Road
Petitioner: Forbes Capretto Homes

Dear Kathy:

Please be advised that our office represents the Petitioner in connection with the above-referenced matter. I would respectfully request that the Town Board, at its meeting of June 7, 2021, schedule a public hearing on this Petition for the earliest available date.

I thank you in advance for your anticipated cooperation.

Very truly yours,

Jeffery D. Palumbo

JDP:cck
Cc: Supervisor Brian Kulpa (bkulpa@amherst.ny.us)
Jacqualine G. Berger (jberger@amherst.ny.us)
Deborah Bruch Bucki RN, PhD (dbucki@amherst.ny.us)
Shawn A. Lavin (slavin@amherst.ny.us)
Michael Szukala (mszukala@amherst.ny.us)
Dave Capretto (dcapretto@forbeshomes.com)

9276 Main Street -- Suite 3 -- Clarence, New York 14031-1913 barclaydamon.com
jpalumbo@barclaydamon.com Direct: 716.858.3728 Fax: 716-759-9131

Attachment: Letter from Jeffery Palumbo_2021_05_24_1604 (COM-2021-62 : Request for Public Hearing - 468 Harding Road)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Clerk
DOC ID: 23303

COMMUNICATION 2021-63 **REFERRED**

Notice of Claim: Verizon Vs Town of Amherst

6/07/2021
Referred to Town Attorney.

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

CMR Claims Department
P.O. Box 60770
Oklahoma City, OK 73146-0770
1.800.321.4158

verizon

*****NOTICE OF CLAIM*****

Date: 05-19-2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: TOWN OF AMHERST
TOWN CLERK
5583 MAIN ST
WILLIAMSVILLE, NY 14221

CERTIFIED MAIL# 9214890106615400016279567 3

RE: Damage to VERIZON Property

VERIZON Claim Num:	**NYPR210853**
Damage/Discovery Date:	**05-13-2021**
Damage Location:	**491 S ELLICOTT CREEK, AMHERST, NY**
Damage County:	**ERIE**
Damage Amount:	**UNDETERMINED**

Dear Sir/Madam:

Please be advised that **VERIZON** Facilities sustained damage as a result of the negligent acts or omissions by employees or agents of TOWN OF AMHERST .

Investigation has revealed that on or about 05-13-2021 employees or agents of TOWN OF AMHERST , A TOWN OF AMHERST VEHICLE HIT AERIAL CABLES CAUSING DAMAGE TO VERIZON FACILITIES in the area of 491 S ELLICOTT CREEK, AMHERST, NY.

This letter is the written presentment of VERIZON's claim pursuant to General Municipal Law section 50-e .

REQUEST FOR GOVERNMENTAL NOTICE FORM

If your Governmental Entity requires the completion of its own form to complete proper notice, please forward a copy to the address listed above. Every good faith effort has been made to identify the proper office and address to perfect our notice. Please forward to your attorney, if misdirected, to contact us. Matters herein stated are alleged on information and belief this pleader believes to be true. If there is insurance to cover this matter, kindly advise as to the name of the insurance company, its address and the claim number assigned. If you have any questions, or need additional information, please contact me at 1-800-321-4158 ext 8232.

Sincerely,
Chelsea Dongelewic
Chelsea Dongelewic

CMR Claims DEPT

KAREN R. COOK NOTARY #20020779 EXP. 02/10/24 ERIE STATE OF NEW YORK

NOTARY Karen Rcook

Commission Expires 2/10/24

MAY 24 2021 [illegible]

Attachment: DOC052521-05252021081054 (COM-2021-63 : NOC: Verizon Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Clerk
DOC ID: 23308

COMMUNICATION 2021-64 **REFERRED**

Notice of Tort Claim: USAA Casualty Insurance Company Vs. Town of Amherst

6/07/2021
Referred to Town Attorney.

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

CLERKIN, SINCLAIR & MAHFOUZ, LLP

ATTORNEYS AT LAW

May 19, 2021

VIA CERTIFIED MAIL

Municipal Building (Town Hall)
5583 Main Street
Williamsville, NY 14221

NOTICE OF TORT CLAIM

Re: USAA Casualty Insurance Company v Town of Amherst
Our File No.: 18498780-17
Our Client's Insured: David Szumski
Date of Loss: March 24, 2021
Claim Amount: $8,642.89

Dear Sir or Madam:

This office represents USAA Casualty Insurance Company (hereinafter referred to as "USAA") regarding a motor vehicle accident that occurred on March 24, 2021, involving USAA's insured David Szumski and a vehicle owned by the Town of Amherst.

On March 24, 2021, USAA's insured was parked near 186 Washington Highway in Buffalo, New York when their vehicle was struck in the left rear corner by a Town of Amherst vehicle, resulting in property damage. As a result of the collision, USAA paid $8,642.89 on behalf of its insured for the damages sustained to its insured's vehicle.

USAA now seeks repayment of the $8,642.89 paid to and/or on behalf of its insured as a result of the negligence of the Town of Amherst.

2929 NORTH CENTRAL EXPRESSWAY
SUITE 320
RICHARDSON, TX 75080
519-308-6550

WWW.CLERKINLAW.COM

RECEIVED MAY 20 2021

Attachment: DOC052621-05262021112609 (COM-2021-64 : NOC: USAA Vs TOA)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Clerk
DOC ID: 23317

COMMUNICATION 2021-65 **REFERRED**

Order to Show Cause & Petition: David R. Szwartz Vs. Town of Amherst Et Al.

6/07/2021
Referred to Town Attorney.

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

DAVID R. SZWARTZ,

Petitioner

-vs-

VILLAGE OF WILLIAMSVILLE,
TOWN OF AMHERST,
COUNTY OF ERIE,

Respondents

ORDER TO SHOW CAUSE

INDEX NO.: 806900/2021

Upon the attached Affidavit of John J. Fromen, Jr., Esq., attorney for the Petitioner, sworn to May 25, 2021, and all papers and proceedings heretofore had herein, and sufficient cause appearing therefore, it is

ORDERED, that Respondents, **VILLAGE OF WILLIAMSVILLE, TOWN OF AMHERST and COUNTY OF ERIE,** show cause before this Court in and for the County of Erie at the ~~Erie County~~ Courthouse, Part 51, in the City of Buffalo, New York on the 24th day of June, 2021 ~~at 9:30 a.m.~~ that day or as soon thereafter as counsel can be heard, why an Order should not be entered herein pursuant to CPLR §3102 (c) compelling the Respondent to produce the following pre-suit disclosure to aid the Petitioner in bringing an action against the entities responsible for the Petitioner's damages not yet named in the within action who owned and were responsible for the maintenance of the subject roadway upon which the Petitioner's motorcycle accident occurred, who owned and maintained the storm sewer system located upon the subject roadway upon which the Petitioner's motorcycle accident occurred, and the General Contractors and all

Attachment: DOC060121-06012021083025 (COM-2021-65 : Petition: Szwartz Vs TOA)

subcontractors who performed the roadway repaving project upon the subject roadway including the design, construction and installation of the storm sewer system located upon said roadway; and it is further

ORDERED, that service of a copy of this Order to Show Cause together with supporting Affidavit upon the Respondents, by hand delivery at their respective offices located at 5565 Main Street, Williamsville, New York 14221; 5583 Main Street, Williamsville, New York 14221; and Edward A. Rath County Office Building, 95 Franklin Street, Buffalo, New York 14202, on or before the 1st day of June, 2021, shall be deemed sufficient and adequate service hereunder; and it is further

ORDERED, that any responsive papers shall be served upon counsel for the Petitioner on or before the 9th day of June, 2021, and it is further

GRANTED: 5/27/21

Hon. HENRY J. NOWAK, J.S.C.

Attachment: DOC060121-06012021083025 (COM-2021-65 : Petition: Szwartz Vs TOA)

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

DAVID R. SZWARTZ,

Petitioner

-vs-

PETITION
Index No.: 806900/2021

VILLAGE OF WILLIAMSVILLE,
TOWN OF AMHERST,
COUNTY OF ERIE,

Respondents

STATE OF NEW YORK)
COUNTY OF ERIE) ss:
TOWN OF AMHERST)

JOHN J. FROMEN, JR., ESQ., being duly sworn, deposes and says:

1. Your Deponent is the attorney of record for the Petitioner in the above-entitled action and as such I am fully familiar with the facts and circumstances surrounding the within action and all proceedings heretofore had herein.

2. This Petition is being offered in support of Petitioner's Order to Show Cause for pre-suit disclosure pursuant to CPLR §3102(c) from the Respondents, **VILLAGE OF WILLIAMSVILLE** (hereinafter referred to as "**WILLIAMSVILLE**"), **TOWN OF AMHERST** (hereinafter referred to as "**AMHERST**") and **COUNTY OF ERIE**, (hereinafter referred to as "**ERIE**") to aid in identifying the proper party Defendants responsible for the Petitioner's damages who owned and were responsible for the maintenance of the subject roadway upon which the Petitioner's motorcycle crash occurred, who owned and maintained the storm sewer system located upon the subject roadway upon which the Petitioner's motorcycle accident occurred, and the general contractors and all

Attachment: DOC060121-06012021083025 (COM-2021-65 : Petition: Szwartz Vs TOA)

subcontractors who performed the roadway repaving project upon the subject roadway including the design, construction and installation of the storm sewer system located upon said roadway;.

3. On March 22, 2021, the Petitioner, **DAVID R. SZWARTZ** (hereinafter referred to as the "Petitioner"), was operating his motorcycle on Wehrle Drive at or near its intersection with Garrison and Lehn Springs Roads in Williamsville, New York. An aerial photograph depicting the subject intersection is attached as Exhibit "A".

4. On the aforesaid date the Petitioner was initially stopped at a red traffic signal at the subject intersection in the left turn lane on Wehrle Drive waiting to turn left to continue southbound on Wehrle Drive.

5. The Petitioner thereafter initiated his left turn when the signal turned green.

6. As the Petitioner was turning left the rear tire of his motorcycle was caused to lose traction on debris that had unnaturally accumulated in the roadway consisting of loose dirt, gravel and sand which caused the motorcycle to slide toward the shoulder where it struck the upright curb resulting in his ejection from the motorcycle.

7. That attached as Exhibit "B" are photographs depicting Wehrle in the location of the subject crash.

8. The crash was investigated by the Town of Amherst Police Department. The police report is attached as Exhibit "C".

9. As a result of the collision, the Petitioner sustained severe injuries to his left leg including multiple fractures necessitating surgical intervention

Attachment: DOC060121-06012021083025 (COM-2021-65 : Petition: Szwartz Vs TOA)

10. It is the claim of the Petitioner that the crash and resulting injuries he suffered were caused by the failure to properly maintain the subject roadway including the clean-up and removal of the aforementioned debris from the roadway.

11. It is the further claim of the Petitioner that the aforementioned debris which unnaturally accumulated in the roadway was a reoccurring problem caused by virtue of the manner in which the roadway and the storm sewer system were designed, constructed and installed.

12. The Petitioner's crash and resulting injuries were thus caused by the negligence of the following entities:

a. The entity who owned and was responsible for the maintenance of the roadway where the subject crash occurred;

b. The entity who owned and was responsible for the maintenance of the storm sewer located in the vicinity the subject crash on the west shoulder of Wehrle more specifically depicted in the attached photographs; and

c. The general contractor and subcontractors who performed the roadway repaving project upon the subject roadway including the design, construction and installation of the aforementioned storm sewer system located upon said roadway.

13. The Petitioner is able to identify that the subject roadway is located in the Village of Williamsville, Town of Amherst and County of Erie.

14. Your deponent is, however, unable to confirm which entities owned and were responsible for the maintenance of the roadway and storm sewer system nor who designed,

Attachment: DOC060121-06012021083025 (COM-2021-65 : Petition: Szwartz Vs TOA)

constructed and installed said roadway and storm sewer system where the subject collision occurred.

15. As a result thereof, to aid in bringing an action against the parties responsible for the occurrence of the Petitioner's injury and resulting damages, it is necessary to obtain the information and/or documentation in the possession of the Respondents identifying the foregoing entities.

16. The possibility exists that the responsible entities may be municipalities or quasi-municipal entities for which Notices of Claim will have to filed.

17. The subject crash occurred on March 22, 2021 thus requiring Notices of Claim to be filed within ninety (90) days therefrom on or before June 20, 2021.

18. As a result thereof, the Petitioner will suffer great and irreparable harm to his rights and Causes of Action if the requested pre-suit discovery is not timely granted.

WHEREFORE, the Petitioner respectfully requests an Order compelling the aforementioned pre-suit disclosure pursuant to CPLR §3102(c) and for such other and further relief the Court may seem just and proper.

JOHN J. FROMEN, JR.

Subscribed and sworn to before me
this 25th day of May, 2021

Stacy Miller
Notary Public, State of New York
Qualified in Erie County
My Commission Expires: 8/8/23

Attachment: DOC060121-06012021083025 (COM-2021-65 : Petition: Szwartz Vs TOA)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Town Clerk
DOC ID: 23295

COMMUNICATION 2021-66 **REFERRED**

Amended Summons and Complaint: Joanne Barbati Vs. Town of Amherst

6/07/2021
Referred to Town Attorney.

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

JOANNE BARBATI
[redacted]

Plaintiff,

vs.

TOWN OF AMHERST
5583 Main Street
Amherst, New York 14221

Defendant.

AMENDED
SUMMONS

Index No.: 805936/2021

TO THE ABOVE NAMED DEFENDANT:

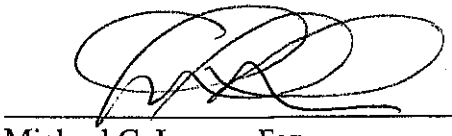
You are hereby summoned and required to serve upon the Plaintiff's attorney, at the address stated below, an Answer to the Plaintiff's Complaint. If the Summons was personally served upon you in the State of New York, the Answer must be served within twenty (20) days after such service of the Summons, excluding the date of service. If the Summons was not personally delivered to you within the State of New York, the Answer must be served within thirty (30) days after service of the Summons is complete as provided by law.

If you do not serve an Answer for the attached Complaint within the applicable time limitations stated above, a judgment will be entered against you by default for the relief demanded in the Complaint without further notice to you.

The Plaintiff designates Erie County as the place of trial. The basis of venue is the Plaintiff's residence. This is an action in negligence.

DATED: Buffalo, New York
May 6, 2021

Attachment: DOC051421-05142021100039 (COM-2021-66 : Summons & Complaint: Barbati V TOA)



Michael C. Lancer, Esq.
LAW OFFICES OF ROBERT BERKUN, LLC
Attorney for Plaintiff
Office and Post Office Address
2150 Main Place Tower
350 Main Street
Buffalo, New York 14202
(716) 856-4080

Attachment: DOC051421-05142021100039 (COM-2021-66 : Summons & Complaint: Barbati V TOA)

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

JOANNE BARBATI,

Plaintiff,

vs.

TOWN OF AMHERST,

Defendant.

COMPLAINT

Index No.: 80593612021

Plaintiff, JOANNE BARBATI, represented herein by the Law Offices of Robert D. Berkun LLC, for a Complaint against the Defendant, TOWN OF AMHERST, herein alleges as follows:

1. That at all times herein mentioned, Plaintiff, JOANNE BARBATI, was and still is a resident of the [redacted].

2. Upon information and belief, at all times herein mentioned, the Defendant, TOWN OF AMHERST, was and still is a municipal entity in the County of Erie and State of New York

3. Upon information and belief, at all times herein mentioned, Defendant was and still is the owner of the real property (to wit: the public roadway) located at or near the vicinity of the intersection of Old Oak Post Road and Old Meadow Drive.

4. As the owner of the aforementioned real property, the Defendant had a duty to maintain, inspect and keep the premises reasonably safe and free of hazards, which could cause injury to persons lawfully thereon.

5. Upon information and belief, at all times herein mentioned, the Defendant knew, or should have known in the exercise of reasonable care, that a hazardous condition existed

Attachment: DOC051421-05142021100039 (COM-2021-66 : Summons & Complaint: Barbati V TOA)

and persisted on the premises, which created a tripping and falling hazard due to a depression or hole created by negligent paving/resurfacing performed by Town of Amherst located on, adjacent and/or appurtenant to the property at at or near the vicinity of the intersection of Old Oak Post Road and Old Meadow Drive.

6. That on or about November 9, 2020, the Plaintiff was lawfully on the premises at at or near the vicinity of the intersection of Old Oak Post Road and Old Meadow Drive when she was caused to trip and fall due to the depression or hole created by negligent paving/resurfacing performed by Town of Amherst and Plaintiff sustained serious bodily injury due to the breach of duty of the Defendant with no culpability on the part of the Plaintiff.

7. The Defendant's failure to properly inspect and maintain the real property in a safe condition when it knew, or should have known in the exercise of reasonable care, that a hazardous condition existed and/or persisted on the premises, was the actual and proximate cause of the injuries to the Plaintiff.

8. As a result of the aforesaid negligence and breach of duty of the Defendant, the Plaintiff was rendered sick, sore, lame and disabled, and has sustained past, present and will continue to sustain future pain and suffering, loss of enjoyment of life, medical expenses and lost wages; all to the Plaintiff's damage in a sum which exceeds the jurisdictional limits of all lowers Courts that may otherwise have jurisdiction over the subject of this matter.

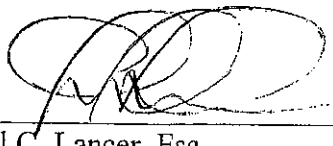
9. On or about December 10, 2020, a duly-executed Notice of Claim was timely served upon Defendant within ninety (90) of the happening of the subject occurrence as stated herein.

10. As of the filing of this pleading, at least thirty (30) days have elapsed since the service of the aforementioned Notice of Claim.

Attachment: DOC051421-05142021100039 (COM-2021-66 : Summons & Complaint: Barbati V TOA)

WHEREFORE: the Plaintiff, JOANNE BARBATI, demands judgment against the Defendant, TOWN OF AMHERST, on this cause of action, in a sum that exceeds the jurisdictional limits of all lower Courts that may otherwise have jurisdiction over the subject of this matter, together with the cost and disbursements of this action; and for such other and further relief as this Court may deem just and proper.

DATED: Buffalo, New York
May 5, 2021



Michael C. Lancer, Esq.
LAW OFFICES OF ROBERT D. BERKUN, LLC
Attorney for Plaintiff
Office and Post Office Address
2150 Main Place Tower
350 Main Street
Buffalo, New York 14202
(716) 856-4080

Attachment: DOC051421-05142021100039 (COM-2021-66 : Summons & Complaint: Barbati V TOA)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23365 **RESOLUTION 2021-512** **ADOPTED**

COVID-19 Laboratory Services Agreement CRS #2687 - KSL Diagnostics, Inc.

Suspension Item to Town Board Agenda of June 7, 2021

To: Amherst Town Board
From: Lynda L. Juul, Director of Finance
Date: June 7, 2021
Re: COVID-19 Laboratory Services Agreement with KSL Diagnostics, Inc.

Please consider adoption of the following resolution as a suspension item to tonight's Town Board agenda.

WHEREAS, an agreement for COVID-19 testing services is necessary to test Town employees who may have had an exposure to the COVID-19 virus in an accurate and timely manner, thereby allowing them to return to work safely and as soon as possible, especially when their work involves an essential service; and

WHEREAS, the current contract expired on May 14, 2021;

NOW, THEREFORE, BE IT RESOLVED, the Supervisor is hereby authorized to sign the COVID-19 Laboratory Services Agreement with KSL Diagnostics, Inc.; and

BE IT FURTHER RESOLVED, this authorization is subject to successful completion of the contract routing process.

cc: Dawn Cerra, Assistant to Councilmembers
James Zymanek, Director of Emergency Services

6/07/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

A9060 0394

Amount: TBD - Under $20,000 annually

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

COVID-19 LABORATORY SERVICES AGREEMENT

THIS AGREEMENT is by and between **Town of Amherst ("PARTNER")**, a New York for-profit corporation with corporate offices located at 5583 Main St., Williamsville, NY 14221, and **KSL Diagnostics Inc. ("KSL"),** with its principal office located at 1000 Youngs Road, Suite 210, Buffalo, New York 14221. In consideration of the mutual promises and provisions contained herein, the sufficiency of which each party agrees, and intending to be legally bound, each party agrees as follows:

I. GENERAL

1. This Agreement covers the purchase of service(s) described in KSL's Proposed Pricing, which is attached as Exhibit A hereto and incorporated here by reference.

2. KSL shall be the provider of the laboratory services listed in Exhibit A for the Term of this agreement.

3. KSL and PARTNER shall work in good faith to facilitate collection of specimens and information required for provision of services listed in Exhibit A.

4. KSL shall report test results as directed by PARTNER via secure web portal when the patient provides KSL's standard records release consent form. KSL shall also report results in compliance with the New York State Department of Health and prevailing State and Federal regulations and directives.

5. KSL shall bill for testing as a direct institutional bill to PARTNER at the pricing listed in Exhibit A.

6. KSL shall provide materials listed in Exhibit A performed by KSL.

7. PARTNER reserves the right to extend the terms of this Agreement, including prices, to all qualified PARTNER sites.

8. Pricing for any new technology introduced after the date of this Agreement will be mutually agreed to by the parties prior to being made available to PARTNER. No such new technology may be supplied to PARTNER without prior approval of PARTNER.

9. If applicable, KSL agrees to provide all product Material Safety Data Sheets (MSDS), as required by law.

10. PARTNER must be notified of any change in service methodologies, product(s), or packaging within 30 days of such change.

11. KSL will comply with all federal, state, and local statutes, ordinances, rules, or regulations ("Applicable Laws") regarding the product(s) and/or service(s)

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

covered in this Agreement. KSL's failure to comply with Applicable Laws may be considered a material breach of this Agreement.

12. KSL represents and warrants that it, and the personnel it intends to assign to perform the Services (including subcontractors) hereunder: (a) have not been convicted of a criminal offense related to health care; and (b) are not excluded from participation, and have not been found to be otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) or any applicable successor statutory section or in any other government payment program. To the extent KSL becomes aware of any such information, KSL will promptly notify PARTNER and remove any such person from the engagement.

II. TERM/TERMINATION

1. This Agreement will be effective from May 15, 2021 to November 14, 2021 (120 days from start of agreement.)

2. Either party may terminate this Agreement, with or without cause, upon 60 days prior written notice.

3. Either party may terminate this Agreement immediately by written notice to the other party if a State or Federal Executive Order or Law overturns testing requirements instituted in New York State Executive Order No. 202.30.

4. Either party may terminate this Agreement immediately by written notice to the other party if there occurs any assignment of the other party's assets for the benefit of creditors, any dissolution of the other party, any voluntary act of bankruptcy by the other party, or any involuntary filing under any bankruptcy law against the other party which is not dismissed within 30 days of filing.

5. Either party may terminate this Agreement immediately upon breach by the other party of any material obligation in this Agreement, which breach has not been cured to the satisfaction of the other party within five days after written notice of such breach.

III. PAYMENT AND DELIVERY TERMS

1. Payment terms are NET 30 days from invoice date.

2. KSL agrees to firm prices for the length of the agreement.

3. KSL agrees for the term of this Agreement to neither bill PARTNER for nor pass through to PARTNER in any manner any tax, including but not limited to, the medical device excise tax enacted by section 1405 of the Health Care and Education Reconciliation Act of 2010, Public Law 111-152 (124 Stat. 1029 (2010)), in conjunction with the Patient Protection and Affordable Care Act, Public Law 111-148 (124 Stat. 119 (2010)) (jointly, the ACA). A medical

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

device is defined as a device contained in Section 4191(b)(1) which provides that, in general, a "taxable medical device" is any device, as defined in section 201(h) of the Federal Food, Drug Cosmetic Act (FFDCA) (codified as amended at 21 U.S.C. 301 et seq. (2006)) that is intended for humans. KSL acknowledges and agrees that PARTNER is a tax-exempt entity and as such, KSL will not include sales tax in its invoices to PARTNER.

4. If PARTNER reasonably disputes any portion of an invoice, PARTNER must pay the undisputed portion of the Invoice and submit Written notice of the claim (with sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the affected Service(s)) for the disputed amount. All claims disputing invoice amounts must be submitted to KSL in writing within thirty (30) days from the date of the invoice for those Services. PARTNER waives the right to dispute any charges not disputed within such thirty (30) day period. If the dispute is resolved in KSL's favor, PARTNER shall pay such amounts to KSL.

IV. BOOKS AND RECORDS

1. KSL shall maintain all laboratory records in compliance with New York State Department of Health and US Food and Drug Administration regulations.

2. KSL agrees to provide PARTNER with any business records PARTNER reasonably requests to assure: (a) any payments it made to KSL are correct, or (b) compliance with all federal and state laws, regulations, or reimbursement requirements.

3. Each party agrees to make books and records available and to require any subcontractor to make books and records available, upon request of the Secretary of Health and Human Services or the Comptroller General of the United States for up to four years following the furnishing of services under this Agreement in compliance with Section 1861(v)(1)(I) of the Social Security Act.

V. INDEMNIFICATION

Each party will defend, indemnify, and hold harmless the other party, its officers, directors, employees, and managers, against all actions, suits, claims, losses, liabilities, and demands whatsoever, including costs, expenses, and attorneys' fees, resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the indemnifying party or its employees, agents, or other independent contractors. The provisions of this Section will survive expiration or termination of this Agreement. Each party will promptly notify the other of any claim asserted against it for which such indemnification is sought. In no event will the indemnifying party, without the reasonable consent of the indemnified party, enter into any settlement that reasonably can be expected to require a material affirmative obligation of, results in any ongoing material liability to, or materially prejudices the indemnified party.

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

VI. INSURANCE

KSL will maintain in effect throughout the term of this Agreement and any extension thereof the insurance coverages described in Exhibit B attached to and made a part of this Agreement. Prior to commencement of the work or provision of the equipment or product(s) covered by this Agreement, KSL will deliver to PARTNER Certificate(s) of Insurance acceptable to PARTNER certifying that the coverages described in Exhibit B are in effect.

VII. WARRANTIES

1. KSL warrants to PARTNER that materials, product(s), or equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized by PARTNER, may be considered defective. If required by PARTNER, KSL will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

2. KSL warrants to PARTNER that any service provided herein will be performed in accordance with industry practices. If any failure to meet the foregoing warranty appears and written notice thereof is provided to KSL within the terms of this Agreement, KSL will correctly re-perform the service identified.

VII. NOTICES

Any notice required or permitted to be given under this Agreement must be in writing and will be deemed to have been properly served if sent by hand delivery, recognized overnight courier, or certified mail, return receipt requested, properly addressed and posted in a United States depository to the respective parties at the following addresses:

To PARTNER:

Town of Amherst
Attn: Contract Compliance & Administration Dept.
5583 Main St.
Williamsville, NY 14221

To KSL:

KSL Diagnostics Inc.
Attention: CEO
1000 Youngs Road, Suite 210
Buffalo, NY 14221

Either party may change the notification addresses listed above with proper written notification.

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

IX. MISCELLANEOUS

1. HIPAA. PARTNER is a Covered Entity as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder and as amended from time to time. Therefore, if applicable, KSL and PARTNER have entered into a HIPAA Business Associate Agreement, and each party acknowledges its obligations thereunder.

2. Physician Sunshine Act. Within 30 days after the end of each calendar quarter, KSL shall furnish in writing to PARTNER the following information concerning events between KSL and PARTNER that KSL will report to the Centers for Medicare and Medicaid Services pursuant to the Physician Sunshine Act: date, location, and amount. Such information shall be provided to PARTNER's Chief Compliance Officer by U.S. first class mail, postage prepaid, addressed to: ---.

3. Product Safety, Withdrawal, and Recall Information. KSL will notify PARTNER of all applicable product safety, withdrawal, and recall information within 24 hours of KSL's determination to issue such information. KSL will notify: ---.

4. Use of Names. Neither party may use the name of any other party in any advertising or other form of publicity without the written permission of an authorized representative of the party whose name is to be used.

5. Confidentiality. All information contained herein will be held confidential and will not be disclosed by either party, except as required by law, or to an attorney or consultant working on behalf of either party, provided such attorney or consultant abides by the same confidentiality restrictions as the disclosing party. Notwithstanding the foregoing, PARTNER may disclose the pricing available under this Agreement to third-party consultants and any group purchasing organization of which PARTNER is a member.

6. Governing Law. PARTNER has been granted an operating certificate by the New York State Department of Health and must abide by the laws of the State of New York. Therefore, this Agreement, which is executed, delivered, and performed in the State of New York, will be governed by, interpreted, and construed in accordance with the laws of the State of New York without reference to its conflicts of law principles. Each party agrees to submit to the personal and exclusive jurisdiction of the courts located in Erie County, New York.

7. Events Beyond Either Party's Control. Notwithstanding anything to the contrary in this Agreement, in the event that either party is required by federal or state law, any court of competent jurisdiction, any other tribunal or proceeding, the terms of a settlement agreement, or due to any other reason

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

beyond that party's reasonable control to act in a manner that makes performance of its obligations under this Agreement impossible, the party will be temporarily excused from performing such obligations. If the affected party is unable to perform its obligations for more than 30 days, the parties will attempt to renegotiate the terms of this Agreement to enable the affected party to perform its obligations. If the parties are unable to successfully renegotiate the terms of this Agreement, either party may terminate this Agreement pursuant to Section II. A party that is unable to perform due to circumstances beyond its control will immediately notify the other party in writing of the occurrence of any such event.

8. Independent Contractors. This Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other. KSL will neither have nor exercised any control or direction over the methods by which PARTNER provides services.

9. Construction. During the term of this Agreement, if legislative or regulatory action or interpretation renders any of its content impossible to perform, impractical or illegal, each party will have the right to remedy such condition through the immediate renegotiation of the affected portion(s) of this Agreement. This right may be exercised by written notice to the other party. Should the parties be unable to renegotiate this Agreement within 30 days after notice of renegotiation is given, either party will be entitled to terminate this Agreement in accordance with Section II of this Agreement.

10. Severability. Unless the consideration set forth in this Agreement is affected, if any paragraph, section, portion, subsection, subparagraph or sub-portion of this Agreement is determined to be unenforceable or invalid, it will not affect the remainder of this Agreement, which will be and remain binding and effective as against all parties.

11. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to its subject matter, and as such this Agreement supersedes all prior negotiations, understandings, and agreements whether oral or written between the parties with respect to its subject matter. The parties acknowledge and affirm that in entering into this Agreement they are not relying upon any statements, representations or assertions not contained in this document. No amendment, modification, or waiver of any provision of this Agreement will be valid unless it is in writing and signed by each party hereto. Any waiver of a breach of any of the provisions of this Agreement will not be deemed a waiver of any other provision of this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of each party hereto.

12. Interpretation. All headings are included for convenience of reference only and are not of substantive effect. Neither party will be deemed the drafter of this

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

Agreement. Accordingly, the language of this Agreement will not be construed for or against either party.

13. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same instrument.

14. Effective Upon Execution; Authority. This Agreement will not be considered accepted, approved, or otherwise effective until signed below by the appropriate persons. Each party represents and warrants that the person signing below on its behalf has the authority to enter into this Agreement, and that this Agreement does not violate any existing agreement or obligation of such party.

X. ADDITIONAL TERMS (If applicable)

N/A.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by their duly authorized representatives.

PARTNER	**KSL DIAGNOSTICS INC.**
By: _____	**By:** Kevin Lawson
Name: Brian Kulpa	**Name:** Kevin Lawson
Title: Supervisor	**Title:** President/CEO
Date: _____	**Date:** 6/3/21

Rev. 19 MAY 2021

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

EXHIBIT A

(Remainder of page intentionally left blank).
Pricing from KSL Diagnostics Inc. is attached.

LABORATORY SERVICES	DESCRIPTION	CPT	QTY	PRICE
	Coronavirus Disease (COVID-19) virus testing by RT-PCR	87365	1	$90
	Coronavirus Disease (COVID-19) Antibody Testing by chemiluminescense immunoassay (CLIA)	86769	3	$90
SPECIMEN COLLECTION SERVICES	**DESCRIPTION**	**CPT**	**QTY**	**PRICE**
	Specimen collection for severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (Coronavirus disease [COVID-19]), any specimen source (swab or blood)	G2023	1	$15

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

EXHIBIT B

PARTNER INSURANCE REQUIREMENTS

**(Remainder of page intentionally left blank.
Insurance Requirements immediately follow.)**

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

1. INSURANCE TO BE MAINTAINED BY KSL/SERVICE PROVIDER

Prior to providing products/equipment and/or services under this Agreement, KSL/Service Provider, at its own cost and expense, shall procure and maintain insurance for the coverages listed below, written for not less than the limits specified for each coverage or required by law, whichever is greater (except that if KSL/Service Provider procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein) and including the provisions enumerated below:

1.1. Commercial General Liability

Bodily Injury and Property Damage Limit	$1,000,000 each occurrence
Personal Injury & Advertising Injury Limit	$1,000,000 each person
Products/Completed Operations Limit	$2,000,000 aggregate
General Aggregate	$2,000,000

Coverage is to apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual Liability, Products/Completed Operations, or Personal Injury shall be permitted. In addition, no designated Premises/Operations limitation shall be permitted.

1.2. Automobile Liability[1]

Owned, Hired and Non-Owned Autos

Combined Single Limit for Bodily Injury & Property Damage $1,000,000 each accident

1.3. Workers' Compensation & Employers' Liability and New York Disability Benefits[1]

Statutory coverage complying with the law of each state in which KSL/Service Provider's employees are headquartered, working, or domiciled with Employers' Liability limits of not less than $500,000 Each Accident and $500,000 Each Employee for Disease and $500,000 Policy Limit for Disease, or the minimum level required by KSL/Service Provider's Excess Umbrella Liability insurance company, whichever is greater and New York Disability Benefits Law.

1.4. Excess "Umbrella" Liability

Combined Single Limit for Bodily Injury & Property Damage	$2,000,000 each occurrence $2,000,000 aggregate

Coverage is to apply on an occurrence basis only; in excess of the other Liability coverages required in 1.1, 1.2, and 1.3 above and shall be no more restrictive than such scheduled underlying insurance.

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

NOTE: Any combination of primary and excess limits is acceptable as long as the total limits achieved are at least equal to the total limits achieved by the above described combination of primary and excess layers.

1.5. Additional Insureds

PARTNER and its subsidiary and/or affiliated entities and their respective trustees, officers, employees and agents (as well as such other person(s) or organization(s) as designated by PARTNER in writing) shall be named as Additional Insureds under the policies required in 1.1, 1.2, and 1.4 providing coverage for both ongoing and completed operations. The insurance protection afforded to the Additional Insureds under such policies shall apply on a primary basis and any insurance (or self-insurance program) maintained by the Additional Insureds shall not contribute with the insurance afforded to PARTNER and its subsidiary and/or affiliated entities and their respective trustees, officers, employees and agents.

1.6. Financial Rating of Insurers

The insurance companies providing the required coverages shall be licensed to do so in New York State, and shall be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide, and shall have a Best's Financial Size Category of not less than VIII, unless otherwise agreed to by PARTNER.

1.7. Notice of Cancellation, etc.

KSL/Service Provider is hereby obligated to e-mail or fax to PARTNER a copy of any cancellation or non-renewal notice received from the insurer for any policy affording the coverages required herein within five (5) days of KSL/Service Provider's receipt of same. KSL/Service Provider further agrees to provide PARTNER with 30 days advance written notice of cancellation, non-renewal or material reduction in coverage initiated by KSL/Service Provider with respect to any of the required insurance coverages. For the purpose of this provision, material reduction in coverage shall mean any change or reduction in the scope of insurance coverage that adversely affects the protection that would otherwise be available to PARTNER. **Notices to PARTNER hereunder must be e-mailed to ljuul@amherst.ny.us, with a copy to ssliwa@amherst.ny.us.**

1.8. Deductibles or Self-Insured Retentions

Deductibles or self-insured retentions shall be permitted with the understanding that Service Provider (and not PARTNER) shall be responsible for such deductible or self-insured retention.

1.9. General Provisions

1.9.1 Cross-Liability. If KSL/Service Provider's liability policies do not contain the standard ISO separation of insureds provision, or an equivalent clause, such policies shall be endorsed to provide cross-liability coverage.

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

1.9.2 Claims-Made Coverage. For any liability coverages maintained on a claims-made basis, the following provisions apply unless otherwise agreed to by PARTNER:

1.9.2.1 If the claims-made coverage terms designate a specific retroactive date, KSL/Service Provider shall maintain a retroactive date which is not later than the earlier of (a) the date of the commencement of the term of this Agreement, or (b) the original coverage retroactive date for KSL/Service Provider's first claims-made policy for each and every coverage provided on a claims-made basis;

1.9.2.2 For the duration of this Agreement, or any subsequent renewals, if the retroactive date is advanced or if the policy is materially changed, cancelled or not renewed, KSL/Service Provider shall purchase, at its own expense, an extended reporting period endorsement. This endorsement must provide an extended reporting period ("tail" coverage) of one year or the minimum as prescribed by the New York State Department of Financial Services, whichever is greater.

1.9.2.3 Upon termination of the services provided to PARTNER by KSL/Service Provider, KSL/Service Provider shall maintain such claims-made coverage without interruption for one year or a period of time equal to the length of any extended reporting period requirement as specified above, whichever is greater (the extended term of protection). If the retroactive date is advanced or if the policy is materially changed, cancelled or not renewed during this period of time, KSL/Service Provider shall purchase, at its own expense, an extended reporting period endorsement covering a term of one year or the minimum as prescribed by the New York State Department of Financial Services, whichever is greater. It is understood that the length of this extended reporting period endorsement may be reduced to coincide with any time remaining in the extended term of protection.

1.10. Evidence of Insurance

KSL/Service Provider shall deliver to PARTNER, prior to providing products/equipment and/or services, Certificates of Insurance acceptable to PARTNER certifying that policies of insurance for the required coverages have been issued and are in effect and comply with the requirements herein. Upon expiration or cancellation of any policy during the period the coverages under such policy are required to be maintained, KSL/Service Provider shall immediately deliver to PARTNER a Certificate of Insurance evidencing proper renewal or replacement of the policy.

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

1.10.1 Certificates evidencing Liability coverage under which PARTNER et al. is required to be named as an Additional Insured must state that "PARTNER and its subsidiary and/or affiliated entities and their respective trustees, officers, employees and agents are included as Additional Insureds under the Automobile, General Liability, and Umbrella/Excess policies for both ongoing and completed operations. Coverage is primary and non-contributory with respect to any other insurance or self-insurance programs afforded to, or maintained by, PARTNER and its subsidiary and/or affiliated entities."

The certificate(s) must specify the policies under which such Additional Insured status has been granted and a copy of the Additional Insured Endorsement(s) or Policy Provision(s) that grant(s) the required Additional Insured status must be attached to the certificate.

A Waiver of Subrogation in favor of PARTNER and its subsidiary and/or affiliated entities shall also be included under the General Liability, Workers Compensation, Automobile and Umbrella Liability coverages and evidenced on the certificate of insurance.

1.10.2 Failure of PARTNER to demand such Certificate of Insurance or failure of PARTNER to identify a deficiency in a certificate that is provided shall not be construed as a waiver of KSL/Service Provider's obligation to maintain such insurance.

1.10.3 PARTNER shall have the right, but not the obligation, to prohibit the KSL/Service Provider from providing products/equipment and/or services until such certificate indicating full compliance with the requirements herein has been received and approved by PARTNER.

1.10.4 Certificates of Insurance shall be sent to ljuul@amherst.ny.us with a copy to khalton@amherst.ny.us.

1.10.5 Certificates must specify the applicable retroactive date of any claims-made coverage being evidenced.

1.11. Failure to Secure and Maintain Insurance

KSL/Service Provider acknowledges that failure to secure the above-specified insurance constitutes a material breach of this Agreement and subjects KSL/Service Provider to liability for damages and all other legal remedies available to PARTNER. KSL/Service Provider further acknowledges that procurement of the insurance coverage and limits required herein shall not limit the extent of KSL/Service Provider's other responsibilities and liabilities specified within the Agreement between PARTNER and KSL/Service Provider or by law.

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

1.12. Adequacy of Insurance

PARTNER does not in any way represent that the insurance specified herein, whether in scope of coverage or limits of coverage, is adequate or sufficient to protect the business or interest of KSL/Service Provider.

2. SUB-CONTRACTORS/INDEPENDENT CONTRACTORS

All sub-contractors/independent contractors shall maintain the insurance coverages outlined above and comply with all requirements set forth above, including the furnishing of separate insurance certificates and endorsements prior to said sub-contractors/independent contractors providing products/equipment and/or services unless otherwise agreed to by PARTNER.

Attachment: SUSPENSION Attach KSL COVID-19 Laboratory Service Agreement 20210607 (RES-2021-512 : COVID-19 Laboratory Services

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 06/07/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23366 **RESOLUTION 2021-513** **ADOPTED**

Polling Location Lease Agreement CRS #2691

Suspension to Town Board Agenda Item June 7, 2021

To: Amherst Town Board
From: Brian Kulpa, Town Supervisor
Date: June 4, 2021
Re: Polling Location Lease Agreement

The attached agreement is a contract between the Town of Amherst and Erie County Board of Elections for use of the Town of Amherst Senior Center, located at 370 John James Audubon Pkwy, Amherst, NY 14228, for early voting from June 12 - June 20, 2021, pending successful completion of the contract routing process.

The Office of the Supervisor is asking the Town Board to approve the Polling Location Lease Agreement

6/07/2021
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

A6772-02410 $900.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

ERIE COUNTY BOARD OF ELECTIONS
134 WEST EAGLE STREET
BUFFALO, NEW YORK 14202
elections.erie.gov

Jeremy J. Zellner, *Commissioner*
Ralph M. Mohr, *Commissioner*

Amherst Senior Center
Attn: Supervisor Brian Kulpa
370 John James Audobon Pkwy
Amherst, NY 14228

Re: Lease documents for Early Voting Polling Location (June 12, 2021 to June 20, 2021)

Supervisor Brian Kulpa:

Please complete the highlighted areas on the attached lease documents and return to the Board of Elections to the attention of Katie Kamieniarz in the envelope provided.

An electronic copy can also be sent to Katherine.Dinkuhn@erie.gov. If you have any questions regarding this document, you can contact Katie at the previously stated email or 716-858-6835. Your prompt response is greatly appreciated.

Best,

Jeremy J. Zellner, Commissioner of Elections
Ralph M. Mohr, Commissioner of Elections

Attachment: Early Voting Location 2021 Letter (RES-2021-513 : Polling Location Lease Agreement)

EARLY VOTING
Polling Location Lease Agreement

CITY/TOWN & DISTRICTS

This agreement, made on the _____(date), by and between Amherst Senior Center, hereinafter known and referred to as the **OWNER**, and the Board of Elections for the County of Erie, hereinafter referred to as the **TENANT**.

Witnesseth that the said OWNER has agreed to let, and by these presents, does hereby grant, demise and let unto the said TENANT the following described premises:

BUILDING: Amherst Senior Center
ADDRESS: 370 John James Audobon Pkwy, Amherst, NY 14228

The area to be leased is a room or location that has been pre-approved by the Board of Elections within the building suitable for registration and voting and which is as close as possible to a convenient entrance to such a building that provides access, by ramp or otherwise, to physically disabled voters.

PERSON IN CHARGE: Brian Kulpa
Phone Number: 631-7032
Email: _____

PERSON WHO OPENS BUILDING: _____

BUILDING CUSTODIAN: _____
Phone Number: _____

EMERGENCY CONTACT FOR BLDG _____
EMERGENCY CONTACT CELL PHONE # _____

As a place to hold official voter registrations and conduct elections in accordance with provisions of the New York State Election Law on the date(s) listed below:

EARLY VOTING DATES: Saturday June 12, 2021 to June 20, 2021

For Early Voting Dates that occur during weekdays, the TENANT is to have uninterrupted use and possession of the leased area on each said date from 11:30am, being one-half hour prior to the opening of the polls until 9:30pm, being one half-hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later.

For Early Voting Dates that occur on Saturday and/or Sunday, the TENANT is to have uninterrupted use and possession of the leased area on each said date from 11:30am, being one-half hour prior to the opening of the polls until 6:30pm, being one half-hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later.

In the event an election is delayed or continues as a result of a common disaster to another date, the OWNER agrees to make available the leased area to the TENANT on said subsequent date.

The OWNER hereby agrees to open the building for delivery and pick up of the voting machine(s) on a date mutually agreed to by the parties, between the third and sixth day prior to the election and between the first and fourth day following the election.

The TENANT agrees to pay the owner the following total rental for the entire early voting time period: **$900.00**

The OWNER hereby promises, covenants and acknowledges as follows:

a. to furnish necessary light, heat and, if available, cooling, to the leased area;
b. to provide twelve chairs and four tables no less than 48" in length for each machine delivered to the leased area;
c. to ensure that the leased area is accessible to the public during the times heretofore specified and that the doors are opened;
d. that there is a functional restroom facility available for use by employees of the tenant during said day; and

Attachment: Early Voting Lease Agreement 2021 (RES-2021-513 : Polling Location Lease Agreement)

e. that political contributions by the OWNER of a polling place are prohibited and that it is a misdemeanor for such OWNER to make, offer or promise any such political contribution as an inducement for the leasing of these premises.

The TENANT hereby promises, covenants and acknowledges as follows:

a. not to use said premises or any part thereof for any purpose other than the official voter registration and election functions;
b. not to let or sign over said premises, or any part thereof, to another without the prior written consent of the OWNER;
c. to punctually pay said rent as the same accrues; and
d. to take special care that no damage happens to the building or any improvements or fixtures therein.

A breach of any promise or covenant made by the TENANT shall be reported by the OWNER to the commissioners of the Erie County Board of Elections as soon as practicable. If any damage shall occur to the leased premises as a result of the negligence of the TENANT or any of its agents or employees, the TENANT hereby agrees to cooperate with the OWNER in filing a claim for damages with the County of Erie. The County does not assume liability for the OWNER's obligation to maintain and operate the property, building, premises and ingress/egress thereto in a safe condition. Any reported incident related to election operations will be investigated and evaluated by Erie County in cooperation with the lessor.

The commissioners of the Board of Elections, no later than 4 weeks following the receipt of the fully executed lease agreement and the conclusion of the election, shall transmit to the Erie County Comptroller a voucher, in the form required by said comptroller, requesting prompt payment of the rental due to the OWNER in the amount stated above.

In the event that following the execution of this lease agreement, the premises shall become damage, restricted or placed under repair to such an extent that the leased area is no longer suitable for the conduct of voter registration and election, the TENANT shall have the right to terminate this lease agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above mentioned.

Erie County Board of Elections:

Ralph M. Mohr, Commissioner of Elections

Jeremy J. Zellner, Commissioner of Elections

OWNER: _____

By: _____

Title: _____

Attachment: Early Voting Lease Agreement 2021 (RES-2021-513 : Polling Location Lease Agreement)